

DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENT STATE OF MICHIGAN

TIMBER SALE PROSPECTUS (4406)

SCHEDULED SALE DATE AND TIME: 3:00PM on June 20, 2011. LOCATION: GWINN MGMT UNIT, 410 WEST M-35, GWINN, MI 49841.

PROSPECTUS NOTE: The bidder is advised to inspect the sale area and review the location, estimated volumes, operating costs and contract terms of proposed sales.

Please be aware that some landowners may request 60 days or more notice for access across their land.

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

BRIDGE ONE CAMP (32-007-10-01) / T44N, R26W, SEC.28, NWNE, NENW, SWNW, NWSW.

T44N, R26W, SEC.29, SE1/4, NESW.

MARQUETTE COUNTY (Advertised Price \$26,753.65), 43.0 Acres

SALE NOTE: No designated recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Access may be through state forest land.

CUTOFF ASPEN (32-011-10-01) / T43N, R25W, SEC.27, SW1/4.

MARQUETTE COUNTY (Advertised Price \$13,854.30), 66.0 Acres

SALE NOTE: No designated recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Access may be through state forest land.

DEADHORSE CREEK HARDWOODS (32-014-10-01) / T44N, R23W, SEC.35, NW1/4,S1/2NE,N1/2SE.

T44N, R23W, SEC.36, SWNE, S1/2NW, N1/2SW, SESW, W1/2SE.

MARQUETTE COUNTY (Advertised Price \$20,588.90), 177.0 Acres

SALE NOTE: No designated recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Access may be through state forest land.

BID INSTRUCTIONS (VER. 02/24/2011):

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

Bids must be received by the Unit Manager, GWINN OFFICE, 410 WEST M-35, GWINN, MI 49841, no later than 3:00PM on June 20, 2011. For further information concerning this sale, contact Jim Ferris at 906-346-9201.

2. Bidder's Qualifications (1/11)

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 DNRE/FMD No-Bid List. This list contains the names of purchasers who previously failed to execute a contract within 21-days or who have a history of poor performance.

3. Preparation of Sealed Bids (1/11)

Bids shall be manually signed in ink; bid prices must be entered for each species and product in the Bid Price column for all material subject to bidding; and all fill-in blanks must be completed. If erasures or other changes appear on the forms, each erasure or change must be initialed by the person signing the bid.

4. Submission of Sealed Bids (1/11)

Bid forms may be obtained from the Unit Manager. All bids must be submitted on the bid form and in an envelope clearly identified as described in this section. NOTE: Only one bid form per bid envelope. Sealed bids must be submitted to the Unit office designated in the prospectus and must be submitted at or prior to the time established in the prospectus. The envelope should show on the outside (a) 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 (1/11)

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 (1/11)

Award of the contract will be made to the Bidder whose bid, conforming to the prospectus, is most advantageous to the State of Michigan on the basis of total value at rates bid for the estimated quantities. The State reserves the right to reject any bid or waive any minor irregularity in bids received. A written award mailed (or otherwise furnished) to the successful Bidder shall be deemed to result in a binding contract without further action by either party.

7. Down Payment (1/11)

The Bidder to whom award is made must make a down payment within 21 days of the sale award. The amount of the down payment will be calculated as shown in the Bond and Payment Schedule of this prospectus. Only cash may be used to meet this requirement.

8. Performance Security (1/11)

As guarantee of faithful performance, a cash bond, certificate of deposit, surety bond or irrevocable letter of credit (LOC) is required within 21 days of the sale award. The amount of the performance security is shown in the Bond and Payment Schedule of this prospectus. If an LOC or surety is used, the coverage must extend for at least 6 months beyond the contract expiration.

9. Timber Sale Contract (1/11)

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 (1/11)

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

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

11. Certification and Chain-of-Custody (1/11)

Unless otherwise indicated in the contract under section 7 – Other Conditions of the Sale Specific Conditions & Requirements, the area encompassed by this timber sale is certified to the standards of the Forest Stewardship Council (FSC) - Certificate #SCS-FM/COC-00090N and the Sustainable Forestry Initiative (SFI) - Certificate # NSF-SFIS-5Y031-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.

RODNEY STOKES Director

TIMBER SALE INFORMATION

BRIDGE ONE CAMP (32-007-10-01) T44N, R26W, SEC.28; T44N, R26W, SEC.29.

MARQUETTE COUNTY (Advertised Price \$26,753.65)

SALE NOTE: No designated recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Access may be through state forest land.

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

ESTIMATED VOLUME*	ADV	ERTISED PRICE
199.00 Cords	\$	34.65 / Cord
104.00 Cords	\$	35.60 / Cord
135.00 Cords	\$	35.70 / Cord
376.00 Cords	\$	30.15 / Cord
	199.00 Cords 104.00 Cords 135.00 Cords	199.00 Cords \$ 104.00 Cords \$ 135.00 Cords \$

^{*}The volumes are statistically estimated within plus (+) or minus (-) 11.53 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 **\$1,350.00** to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
 - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
 - (b) The 10% down payment will be credited towards the first unit cut.
 - (c) Payment for each of the following units must be made before cutting begins in that unit:

PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
01	25%
02	25%
03	25%
04	25%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 05/31/2013.

Sale Specific Conditions & Requirements

Sale Name: Bridge One Camp Sale Number: 32-007-10-01

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. Boundary between units 1 and 2 is a double red slash paint line.

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, 3, and 4, cut all trees which meet minimum piece specifications in 2.2 Utilization except Red Pine, White Pine, Oak, Hemlock and Cedar. Reserve trees identified in accordance with 2.4.2 - Reserve trees, within clearcutting unit boundaries, are not Included Timber and are to be protected.

2.4 - Special Protection

2.4.2 - Reserve trees (1/09)

The Purchaser shall not cut live or dead reserve trees within cutting units or clearings. Reserve trees are marked with Green paint. The Purchaser shall protect reserve trees from damage by the Purchaser's operations. If the Purchaser's operations have cut or damaged reserve trees through carelessness, the Purchaser shall pay \$50 per saw timber and \$10 dollars per pole timber as fixed, agreed and liquidated damages for each reserve tree cut or damaged. Such payment does not constitute ownership of the undesignated timber.

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. Damage to residual trees (defined as breaking of the cambium layer, broken tops or bending of trees from their natural position) is not acceptable.

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, chipped, utilized or otherwise removed from the sale.

4.1.5 - Culverts (8/10)

Roads may require the installation of culverts at cross drainages on wet soils, or across natural drainage-ways. Culverts shall be placed in locations specified by the sale administrator and shall be new, corrugated metal or plastic gauge. Culverts will be a minimum of 18 inches in diameter and 24 feet in length. This culvert shall be permanent. Culverts shall be installed prior to use of the road. If culverts are removed, fill shall be removed from wetland soils as specified. Soils shall be maintained and left in a non-erodible condition, with water bars, seed, fertilizer, mulch, and slash installed as directed by the sale administrator and as specified in the BMP manual. Stream crossing permits, if needed, will be obtained by the DNR.

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.

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

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.2 - Slash Removal

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

All slash must be removed at least 20 feet from the cleared right-of-way of forest roads.

5.2.1.2.6 - Slash removal, general (7/05)

All slash must be removed from all exsisting roads.

5.2.1.8 - Slash height (12/08)

No slash may exceed 24 inches in height.

5.2.1.14 - Chipping of slash (10/08)

If tops are chipped, they must be skidded to the landing separately from the bole section of the tree. Skidding of tops must be done in such a way as to minimize damage to the residual trees.

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

5.2.3.11 - Coppice regeneration protection (4/10)

Timber harvesting in any Payment Unit must be completed before significant aspen sprouting occurs in that Payment Unit so as to minimize damage to the new regeneration. Any post harvest operations, such as chipping, must be completed before sprouting of regeneration occurs. If it is anticipated that chipping will be delayed, then tops shall be carried to one central location or left unchipped. The Unit Manager or his/her representative may cease such operations if sprouting occurs before the operation is complete.

5.2.32 - Decking/landing restoration (9/10)

All decking and landing areas must have the surface area restored to a condition equal to or better than before. This is to insure the proper regeneration of the 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.

6 - Safety and Fire Prevention

6.2 - Signing

6.2.1 - Road posting (9/09)

The purchaser is responsible for posting and maintaining caution signs on Kates Grade and County Road 438 prior to beginning operations. The road must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed.

Section Name: Sale Specific Current as of 5/12/2011 9:04:54AM



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 32-007-10-01

Year 2010

Forest Management Unit County Mapped By J.H. Johnston Date Page of Gwinn Management Unit Marquette Cruised By J.J., K.L., T.S. 8-11-10 1 1

Township Range Section(s) and Subdivision(s)

R26W NWNE, NENW, SWNW, NWSW Sec. 28 and SE1/4, NESW Sec. 29

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

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 Brus M = Mpl, Bch, Bru N = Marsh		ımp Cnfr	V = Bog W = W	land Brush g or Marsh hite Pine n Stocked ter		2 = Seedl 3 = Seedl	Stocked ing Sapling ing Sapling ing Sapling Fimber Poor	Medium Well	6 = Pole Tin 7 = Saw Tin	nber Poor nber Medium	
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TIMBER SALE INFORMATION

CUTOFF ASPEN (32-011-10-01)

T43N, R25W, SEC, 27.

MARQUETTE COUNTY (Advertised Price \$13,854.30)

SALE NOTE: No designated recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Access may be through state forest land.

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

PRODUCTS & SPECIES	ESTIMATED VOLUME*	ADVERTISED PRICE		
Pulpwood				
Mixed Aspen	518.00 Cords	\$	21.10 / Cord	
Mixed Softwood	125.00 Cords	\$	20.10 / Cord	

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$412.00:

PRODUCTS & SPECIES	ESTIMATED VOLUME*	AD\	/ERTISED PRICE
Pulpwood			
Basswood	31.00 Cords	\$	10.00 / Cord
Red Maple	6.00 Cords	\$	17.00 / Cord

^{*}The volumes are statistically estimated within plus (+) or minus (-) 12.00 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 **\$693.00** to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
 - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
 - (b) The 10% down payment will be credited towards the first unit cut.
 - (c) Payment for each of the following units must be made before cutting begins in that unit:

 PAYMENT UNIT NUMBER

 PERCENT OF TOTAL SALE VALUE

I ATMENT ONLY NOMBER	I LINGLINI OI TOTAL O
01	31%
02	38%
03	31%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 05/31/2013.

Sale Specific Conditions & Requirements

Sale Name: Cutoff Aspen Sale Number: 32-011-10-01

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1, all mixed aspen, red maple, basswood, balsam fir and spruce trees are designated for cutting which meet minimum piece specifications in 2.2 Utilization. DO NOT CUT ANY CHERRY, ASH, SUGAR MAPLE, CEDAR, HEMLOCK, OR WHITE PINE.

Within Payment Unit(s) 2 and 3, cut ONLY mixed aspen, balsam fir and spruce which meet minimum piece specifications in 2.2 Utilization. No other species are to be cut.

2.1.11 - Description of timber note (2/04)

Note that MIXED ASPEN includes quaking, big tooth, and balm. MIXED SOFTWOOD includes balsam fir, black and white spruce.

2.2 - Utilization

2.2.11 - Chipping restriction (9/09)

If chipping occurs on this sale, then retain on site 15-30% of tops from harvested trees. In addition, only trees designated for cutting in Standard Condition and Requirement 2.1.4 can be chipped.

2.4 - Special Protection

2.4.3 - Reserve areas (1/09)

The Purchaser shall protect reserve areas from damage by the Purchaser's operations. Reserve areas are the grass type and surrounding G edge within Unit 2. Contact the sale administrator for specific details. The Purchaser shall not cut live or dead trees within reserve areas.

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.

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.

4.1.7 - Road closure (4/07)

Any new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. In general, this will require scattering stumps, logs and debris along the road system to prohibit vehicular movement, rendering the road impassable. All stumps from road building and landing construction must be reserved to block any newly constructed roads upon completion of the sale. Contact the sale administrator for further 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.

5 - Operations

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.2 - Slash Removal

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

All slash must be removed at least 20 feet from the cleared right-of-way of forest roads.

5.2.1.14 - Chipping of slash (10/08)

If tops are chipped, they must be skidded to the landing separately from the bole section of the tree. Skidding of tops must be done in such a way as to minimize damage to the residual trees.

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

5.2.3.11 - Coppice regeneration protection (4/10)

Timber harvesting in any Payment Unit must be completed before significant aspen sprouting occurs in that Payment Unit so as to minimize damage to the new regeneration. Any post harvest operations, such as chipping, must be completed before sprouting of regeneration occurs. If it is anticipated that chipping will be delayed, then tops shall be carried to one central location or left unchipped. The Unit Manager or his/her representative may cease such operations if sprouting occurs before the operation is complete.

5.2.31 - Landing locations (10/09)

No landing or decking areas will be allowed within the G type, as shown on map, within Unit 2. This is to prevent soil compaction and protect the integrity of the grass type.

5.2.32 - Decking/landing restoration (2/04)

All decking and landing areas must have the surface area restored to a condition equal to or better than before. This is to insure the proper regeneration of the 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.

Section Name: Sale Specific Current as of 5/12/2011 10:39:54AM

Bar Michigan 33		tion provided by authority of	Part 525 of Act 45	1, PA 1994	, as amended.	32-0	11 -	10
Forest Management	Unit	County	Mapped By	5450	1	Date	Page	of
Gwinn	Dana	Marquette	Cruised By	1 minu	44	4/5/10	· 1	
Township 43 N	Range 25 W	Section(s) and Subdivision	n(s)					
70.74		over Type				Density	<i>,</i>	
A = Aspen	G = Grass	O = Oak	U = Upland Brus	sh	0 = Non Stocked	5 = F	Pole Timber Med	ium
B = Paper Birch C = Cedar	H = Hemlock J = Jack Pine	P = Lowland Poplar Q = Mixed Swamp Cnfr	V = Bog or Mars W = White Pine	sh	1 = Seedling Saplin 2 = Seedling Saplin	g Poor 6 = F	Pole Timber Well Saw Timber Poor	
D = Treed Bog	L = Lowland Brush	R = Red Pine	X = Non Stocker Z = Water		3 = Seedling Saplin	g Well 8 = 5	Saw Timber Med	ium
E = Swamp Hdwoods F = Spruce Fir	M = Mpl, Bch, Brch N = Marsh	S = Black Spruce Fr T = Tamarack	∠ vvaler		4 = Pole Timber Po	or 9 = 8	Saw Timber Well	
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TIMBER SALE INFORMATION

DEADHORSE CREEK HARDWOODS (32-014-10-01)

T44N, R23W, SEC.35; T44N, R23W, SEC.36.

MARQUETTE COUNTY (Advertised Price \$20,588.90)

SALE NOTE: No designated recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Access may be through state forest land.

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

PRODUCTS & SPECIES	ESTIMATED VOLUME*	ADV	'ERTISED PRICE
Pulpwood			
Mixed Hardwood	1,159.00 Cords	\$	16.40 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$1,581.30:

PRODUCTS & SPECIES	ESTIMATED VOLUME*	ADVERTISED PR		
Sawlogs				
Black Cherry	0.10 MBF	\$	308.00 / MBF	
Red Maple	9.50 MBF	\$	79.00 / MBF	
Sugar Maple	3.20 MBF	\$	250.00 / MBF	

^{*}The volumes are statistically estimated within plus (+) or minus (-) 14.10 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 **\$1,029.00** to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
 - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
 - (b) The 10% down payment will be credited towards the first unit cut.
 - (c) Payment for each of the following units must be made before cutting begins in that unit:

PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
01	20%
02	21%
03	14%
04	29%
05	16%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 05/31/2014.

Sale Specific Conditions & Requirements

Sale Name: Deadhorse Creek Hardwoods Sale Number: 32-014-10-01

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (12/08)

The sale boundary is marked and identified by red paint. Interior Payment Unit boundaries are marked with green paint. Do not cut painted boundary line trees unless also marked with orange paint. Green painted trees designating an interior Payment Unit boundary are only to be cut (if marked with orange) when all surrounding Payment Units have been paid.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1-5, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

2.1.9 - Harvest exception (12/08)

Do not cut any balsam fir other than those that are necessary to remove in order to operate within the sale area. Every effort must be made to preserve the existing understory and to leave an intact stand upon sale completion. All cut balsam fir shall be piled separately by products and scaled in the woods unless other scaling arrangements are agreed to by the Unit Manager or his/her representative. Stumpage price for balsam fir shall be \$29.00 per cord for pulpwood.

2.2 - Utilization

2.2.6 - Roundwood operation required (5/07)

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

2.2.9 - No chipping permitted (12/08)

Within Payment Unit(s) 1-5, all wood must be removed by tree segment or roundwood. No chipping 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.

4 - Transportation

4.1 - Construction

4.1.1 - Stream crossings, general (2/04)

All stream crossing structures will be temporary and therefore, shall be provided by the purchaser, and must be removed upon completion of the sale. All permits for stream crossings will be provided by the DNR.

4.1.4 - Timber removed for construction (12/09)

Trees cut or damaged in the process of pre-approved road, landing or skid trail construction will be decked in an area separate from other designated timber and not removed until measured by the sale administrator. Payment will be made at the specified Purchase Unit Price.

4.1.5 - Culverts (1/09)

Roads may require the installation of culverts at cross drainages on wet soils, or across natural drainage-ways. Culverts shall be placed in locations specified by the sale administrator and shall be new, corrugated metal or plastic gauge. Culverts shall be installed prior to use of the road. If culverts are removed, fill shall be removed from wetland soils as specified. Soils shall be maintained and left in a non-erodible condition, with water bars, seed, fertilizer, mulch, and slash installed as directed by the sale administrator and as specified in the BMP manual. Stream crossing permits, if needed, will be obtained by the DNR.

4.1.6 - Road construction (1/09)

Construction of new roads or improvements of existing roads and landings 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)

All new roads built into the sale must be blocked/obliterated to vehicle traffic upon completion of the sale. In general, this will require constructing a slash "plug", which is constructed of stumps, slash and/or brush, and is scattered for a minimum distance of 100 feet within the new road system, starting from the point of origin. All stumps and debris from road building and landing construction should be reserved to block these newly constructed roads upon completion of the sale. They should prohibit all vehicular movement. Temporary berms may be required if no sale activity occurs for 30 or more consecutive days. Contact the sale administrator for specific details of design and placement.

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

The installation of two (2) temporary culverts is required to use proposed access into Unit(s) 1-3. Culverts shall be placed in locations specified by the sale administrator and shall be a minimum of 18" diameter and 24 feet in length, corrugated metal or plastic gauge. Installation shall maintain the pre-existing hydrology on either side of the road. Construction mats or clean fill should be used to stabilize the culverts, and maintained to prevent erosion into waters or wetlands during and following construction. Culverts and fill materials will be removed upon completion of the sale.

4.1.12 - No new roads (6/10)

No new roads will be permitted within Payment Unit 1. Skid trails only will be allowed.

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 and/or wet weather conditions.

4.4 - Access

4.4.3 - Access gate (12/08)

The access gate must be locked at the completion of each day unless otherwise approved by the Unit Manager or his/her representative. The access gate also should be closed at all times. This is to prevent someone other than the purchaser from going through the gate and being locked in.

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.

5.1.4 - Post-sale conference (9/09)

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

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.2 - Slash Removal

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

All slash must be removed at least 10 feet from the cleared right-of-way of forest roads.

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 limited to the period of December 1st to March 31st. This restriction is due to low, wet access surrounding the Unit(s) requiring frozen conditions to access.

5.2.3.3 - Bark slippage restriction (3/09)

Within Payment Unit(s) 4-5, unless changed by written agreement, cutting and skidding are not permitted during the period of April 15 to July 15. This restriction is because of bark slippage.

5.2.30 - Landing/road top soil protection (1/09)

Top soil at landings and new roads must be stockpiled and saved. Upon completion of the timber sale, soil must be evenly distributed over the area to be re-vegetated.

5.3 - Stream Protection

5.3.1 - Operating near stream (7/04)

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

5.4 - Soil Protection

5.4.1 - Rutting restriction, general (1/09)

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

5.4.2 - Skid trails (2/04)

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

5.4.6 - Wet area protection (5/10)

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

5.7 - Protection of Historical Sites

5.7.1 - Historical sites (2/04)

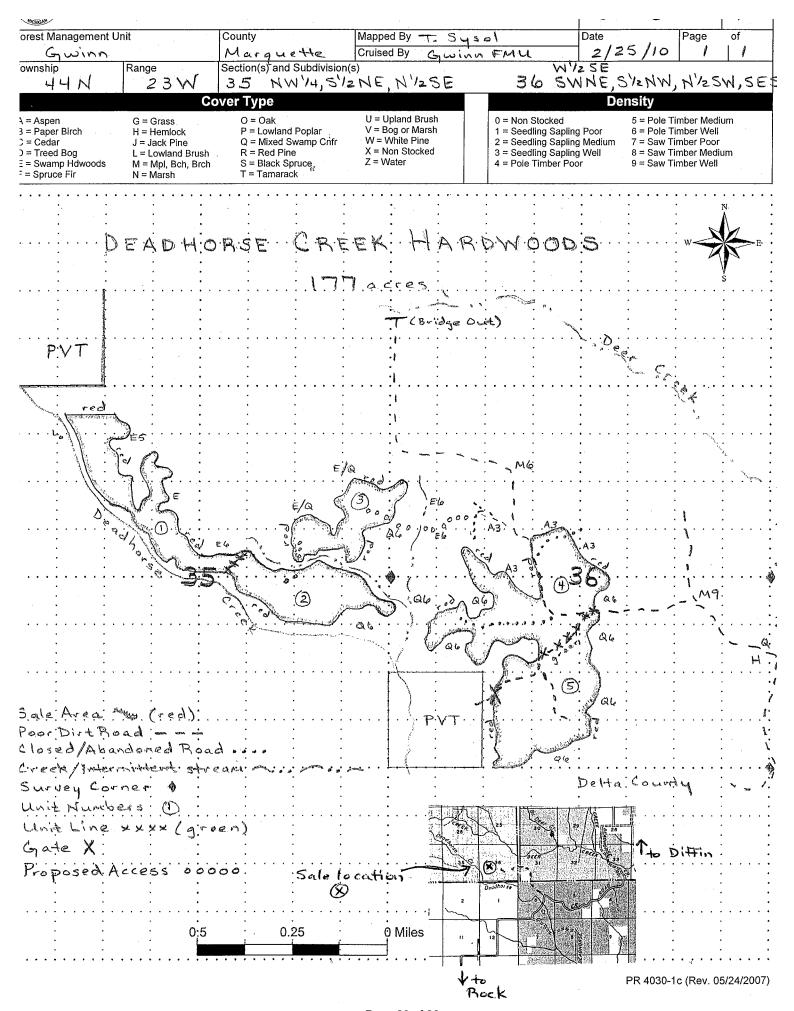
The Purchaser shall not cut live or dead trees or operate equipment within historical sites. Historical sites are marked with a pink flagged line (and also contains no marked timber). The Purchaser shall protect historical sites from damage by the Purchaser's operations. If Purchaser's operations have cut or damaged historical sites through carelessness, the Purchaser shall pay \$500.00 as fixed, agreed and liquidated damages for each acre or part thereof cut or damaged.

5.8 - Protection of Endangered Species

5.8.5 - Protection of raptor nests (4/09)

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 made, if necessary.	an on-site evaluation and recomm	mendation can be
1	ion Name: Sale Specific	Current as of 3/23/2011	3:24:30PM



BID FORM

BRIDGE ONE CAMP (32-007-10-01) T44N, R26W, SEC.28; T44N, R26W, SEC.29; MARQUETTE COUNTY

In response to the notice of sale to be held 3:00PM on June 20, 2011, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	ESTIMATED VOLUME*	ADVERTISED PRICE	BID PRICE
Pulpwood			
Black Spruce	199.00 Cords	\$ 34.65 / Cord	\$ / Cord
Mixed Hardwood	104.00 Cords	\$ 35.60 / Cord	\$ / Cord
Mixed Softwood	135.00 Cords	\$ 35.70 / Cord	\$ / Cord
Q. Aspen	376.00 Cords	\$ 30.15 / Cord	\$ / Cord

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

	FEDERAL ID:	:			
	Company or individual bi				
	Company representative	's name:			
	Address:				
	City:	State:	Zip:		
F AVAIL		State: HE PERSONALIZED LABE			BOX.
	ABLE, PLEASE PLACE T		L FROM YOUR PROSP	PECTUS IN THE ABOVE	

^{*}The volumes are statistically estimated within plus (+) or minus (-) 11.53 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.



Title

Michigan Department of Natural Resources & Environment Forest Management Division

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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

As required by Act 317, P.A. 1969 (Worker's Compensation) and Part 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 <u>one</u> of the boxes below): A. Sole Proprietorship (individual) B. Partnership C. Corporation							
2								
 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 Worker's Compensation Laws. 								
	B. I certify that my business has satisfied its obligation to the W Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copaward. (For questions or a copy of the BWC-337, please call the same of the BWC-337.	by of the Notice of Exclusion within 21 days of the contract						
	C. I certify that my business has a Worker's Compensation Policy days of the contract award.	I will provide an original Certificate of Insurance within 21						
3.	 If you have checked item 2(A) or 2(B), you must indicate the nur than yourself, including family members and active partners (if no 							
	Full-time Employees	Part-time Employees						
Vam	Name of Business Federal	ID (or) Social Security No.						
Addr	Address Telepho ()						
City	City State ZIP							
	hereby certify that the above information is true and correct. I agre occur in factors affecting my coverage during any of my present and							
S	Signature of Owner or Authorized Representative	-						

Date

upon

BID FORM

CUTOFF ASPEN (32-011-10-01) T43N, R25W, SEC.27; MARQUETTE COUNTY

In response to the notice of sale to be held 3:00PM on June 20, 2011, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	ESTIMATED	VOLUME*	<u>AD\</u>	/ERTISE	D PRICE	BID PRIC	<u>E</u>
Pulpwood	540.00	0	•	04.40		Φ.	/ 0
Mixed Aspen Mixed Softwood		Cords	\$ \$		/ Cord	\$	/ Cord / Cord
	125.00		,		/ Cord	Φ	_
In addition, the successful bidder agre	ees to purchase	the following specie	es at the	e indicat	ed advertised	d price for a total	value of \$412.00 :
PRODUCTS & SPECIES	ESTIMATED	VOLUME*	<u>AD\</u>	/ERTISE	ED PRICE		
Pulpwood Basswood	31.00	Cords	\$	10.00	/ Cord		
Red Maple		Cords	φ \$		/ Cord		
I understand that any or all bids may t	be rejected. All I	bids must be signed	d and a	II bid ite	ms must be b	id or the bid form	n may be rejected. I also
understand that consideration and aw equipment and staffing subject to my	varding a contract	et will be based upo	n my pa	ast perfo	ormance and	ability to complet	te the contract based up
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Michigan Department of Natural Resources & Environment Forest Management Division

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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

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

days of the contract award.

VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract. In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within 21 days of the contract award and prior to the issuance of the timber sale contract. All Information must be typed or printed except for written signatures. Please Check Appropriate Categories: 1. My business is organized as (you **must** check <u>one</u> of the boxes below): A. Sole Proprietorship (individual) B. Partnership C. Corporation 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

3.	If you have checked item 2(A) or 2(B), you must indicate the number of both full-time and part-time employees,	other
	than yourself, including family members and active partners (if none, you must enter "0").	

Full-time Employees

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

ame of Business		Federal ID (or) Social Security No.		
Address		Telephone		
		()		
City	State	ZIP		

I hereby certify that the above information is true and correct. I agree to notify the Michigan DNRE of any changes that occur in factors affecting my coverage during any of my present and future operations.

Signature of Owner or Authorized Representative		
Title	Date	

Part-time Employees

upon

TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

BID FORM

DEADHORSE CREEK HARDWOODS (32-014-10-01) T44N, R23W, SEC.35; T44N, R23W, SEC.36; MARQUETTE COUNTY

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PRODUCTS & SPECIES	ESTIMATED	VOLUME*	<u>AD</u>	VERTISE	ED PRICE	BID PR	ICE	
Pulpwood Mixed Hardwood	1,159.00	Cords	\$	16.40	/ Cord	\$	/ Cord	
In addition, the successful bidder agre	es to purchase	the following specie	s at th	ne indicat	ted advertise	ed price for a to	tal value of \$1,58	1.30 :
PRODUCTS & SPECIES Sawlogs	ESTIMATED	VOLUME*	<u>AD</u>	VERTISE	ED PRICE			
Black Cherry Red Maple Sugar Maple	9.50	MBF MBF MBF	\$ \$ \$	308.00 79.00 250.00	/ MBF			
*The volumes are statistically estimate adjustment. Prospective bidders are u			-					ct to
I understand that any or all bids may bunderstand that consideration and awarequipment and staffing subject to my o	arding a contrac							
FEDERAL ID:		or SOCIAL SECUR	ITY N	UMBER:	:		_	
Company or individual bidd	ing:							
Company representative's r	name:							
Address:								
City:								
IF AVAILABLE, PLEASE PLACE THE	PERSONALIZE	ED LABEL FROM Y	OUR	PROSPE	ECTUS IN TI	HE ABOVE BO	X.	_
Individual or company representative's	s signature:					Date:		
Phone number :		Email (opt	ional)	:	_			



Michigan Department of Natural Resources & Environment Forest Management Division

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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

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

Signature of Owner or Authorized Representative

Title

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 <u>one</u> of the boxes below): A. Sole Proprietorship (individual) B. Partnership C. Corporation You must check one of the boxes below: A. 🔲 I certify that my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws. B. I certify that my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195). C. I certify that my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within 21 days of the contract award. 3. If you have checked item 2(A) or 2(B), you **must** indicate the number of **both** full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0"). Full-time Employees Part-time Employees Name of Business Federal ID (or) Social Security No. Address Telephone City State ZIP I hereby certify that the above information is true and correct. I agree to notify the Michigan DNRE of any changes that occur in factors affecting my coverage during any of my present and future operations.

Date