

### DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENT STATE OF MICHIGAN

#### **TIMBER SALE PROSPECTUS (4445)**

SCHEDULED SALE DATE AND TIME: 3:00PM on August 22, 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 sales. Some landowners may request 60 days or more notice for access across their land. NOTE: 3:00pm bid time is local time.

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

KAMIKAZE PARTRIDGE (32-001-11-01) / T45N, R26W, SEC.20, SE1/4.

T45N, R26W, SEC.29, NWNE.

T45N, R26W, SEC.32, SENW, SWNW.

MARQUETTE COUNTY (Advertised Price \$36,840.75), 76.0 Acres

SALE NOTE: A recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Certain restrictions/specifications may be applicable including time restrictions. Access may be through state forest land.

IRONCLAD SWAMP BUCK (32-002-11-01) / T43N, R24W, SEC.05, NENW1/4,NWSW1/4.

T43N, R24W, SEC.05, NWNE1/4, SENW1/4, SWNW1/4.

MARQUETTE COUNTY (Advertised Price \$50,448.30), 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 private or state forest land.

SHAMROCK GATE ASPEN (32-004-11-01) / T43N, R26W, SEC.22, E1/2NE, SWNE, NWSE.

T43N, R26W, SEC.23, NWNW.

MARQUETTE COUNTY (Advertised Price \$37,279.55), 82.0 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 private or state forest land.

#### BID INSTRUCTIONS (VER. 06/20/2011):

#### 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 August 22, 2011. For further information concerning this sale, contact Jim Ferris at 906-346-9201.

#### 2. Bidder's Qualifications (6/11)

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 DNR/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 (6/11)

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) the sale name or number and (b) the date and time of bid opening as shown in the prospectus. Bids received after the time specified in the sale prospectus are late bids and will be rejected.

#### 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

#### KAMIKAZE PARTRIDGE (32-001-11-01)

T45N, R26W, SEC.20; T45N, R26W, SEC.29; T45N, R26W, SEC.32.
MARQUETTE COUNTY (Advertised Price \$36,840.75)

SALE NOTE: A recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Certain restrictions/specifications may be applicable including time restrictions. Access may be through 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
155.00 Cords	\$	35.85 / Cord
5.00 Cords	\$	35.00 / Cord
56.00 Cords	\$	35.80 / Cord
664.00 Cords	\$	36.10 / Cord
56.00 Cords	\$	35.70 / Cord
	155.00 Cords 5.00 Cords 56.00 Cords 664.00 Cords	155.00 Cords \$ 5.00 Cords \$ 56.00 Cords \$ 664.00 Cords \$

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$3,134.60:

PRODUCTS & SPECIES	<b>ESTIMATED VOLUME*</b>	ADVERTISED PRICE			
Pulpwood					
Black Cherry	4.00 Cords	\$	35.05 / Cord		
Black Spruce	43.00 Cords	\$	34.20 / Cord		
Jack Pine	10.00 Cords	\$	61.30 / Cord		
W. Spruce	33.00 Cords	\$	27.60 / Cord		

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 9.96 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 **\$1,842.00** 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	10%
02	17%
03	30%
04	24%
05	19%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 11/30/2013.

#### Sale Specific Conditions & Requirements

Sale Name: Kamikaze Partridge Sale Number: 32-001-11-01

#### 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. Payment boundary line between unit 2 & 3 is double slash red. Do not cut "reserve" trees marked with green paint in units 1, 2, & 3, or painted boundary line trees except the double slash payment boundary trees.

#### 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, 4 & 5, cut all trees which meet minimum piece specifications in 2.2 Utilization except Red Pine, White Pine, Oak, Cedar, Hemlock. Do not cut Black or White Spruce in unit 2. Do not cut White Spruce in unit 3. 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 triple stumpage current market value 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.

#### 4.2 - Maintenance

#### 4.2.1 - Hauling restriction (12/08)

Hauling may be restricted on forest roads by the Unit Manager or his/her representative. If it is utilized, extra care will be taken on the road in the south side of unit 2 (identified on map). The road will be restored equal to or better than pre-sale conditions. 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 10 feet from the cleared right-of-way of forest roads and along abandoned E.L.F. line in Unit 1 which is indicated on sale map.

#### 5.2.1.2.6 - Slash removal, general (7/05)

All slash must be removed from all exsisting roads and abandoned E.L.F. line.

#### 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. Skidding with tops attached is allowed in clear cut units 1, 3, 4, and 5.

#### 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.

#### 5.2.39 - ORV trail/route protection (1/09)

The Bass Lake Motorcycle Trail is shown on the Timber Sale Map. Do not cut trees or damage posts with ORV markers. Maintain a 20 foot wide slash, debris, and rut free zone daily using the ORV trail or route as the centerline. Do not run equipment down the Motorcycle trail. Skidding across the trail or route may only occur in locations approved by the sale administrator and shall be kept to a minimum.

#### 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 Sobeginning operations. The road must be posted at appropriate distances from truck traffic. Signs must be removed when harvest operations are suspended	n the sale area to warn of loggin	
tion Name: Sale Specific	Current as of 7/15/2011	4·13·44PM

### DNR

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

#### TIMBER SALE MAP

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

Sale Number 32-001-11-01

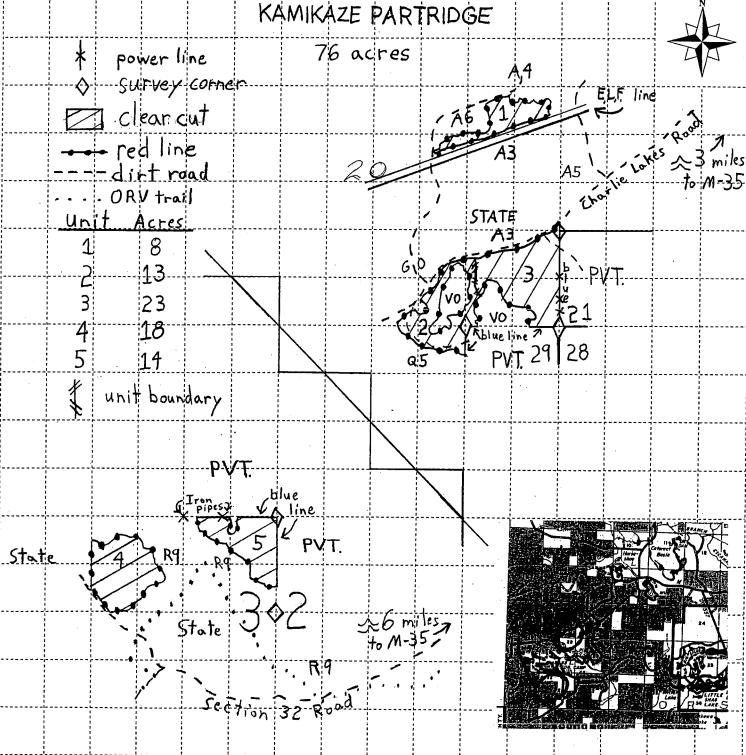
**32-001-11-01** 2011

Year

T45N R26W SESE&SWSE&NWSE&SENEsec.20,NWNEsec.29 SENW&SWNWsec.32

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

#### Cover Type Density U = Upland Brush V = Bog or Marsh A = Aspen G = Grass O = Oak 5 = Pole Timber Medium 0 = Non Stocked B = Paper Birch H = Hemlock P = Lowland Poplar 1 = Seedling Sapling Poor 6 = Pole Timber Well C = Cedar D = Treed Bog W = White Pine J = Jack Pine Q = Mixed Swamp Cnfr 2 = Seedling Sapling Medium 7 = Saw Timber Poor 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 KAMIKAZE PARTRIDGE



#### TIMBER SALE INFORMATION

#### IRONCLAD SWAMP BUCK (32-002-11-01)

T43N, R24W, SEC.05.

MARQUETTE COUNTY (Advertised Price \$50,448.30)

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 private or 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			
Balsam Fir	457.00 Cords	\$	28.20 / Cord
Mixed Hardwood	203.00 Cords	\$	27.50 / Cord
Q. Aspen	1,126.00 Cords	\$	28.40 / Cord

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 6.99 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 **\$2,522.00** 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	33%
03	12%
04	2%
05	20%
06	8%

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

#### Sale Specific Conditions & Requirements

Sale Name: Ironclad Swamp Buck Sale Number: 32-002-11-01

#### 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. Do not cut painted boundary line trees.

#### 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, 4, 5, & 6, cut all merchantable trees which meet minimum piece specifications in 2.2 Utilization except Hemlock, White Pine, Red Pine, Oak, and Cedar.

#### 4 - Transportation

#### 4.1 - Construction

#### 4.1.1 - Stream crossings, general (9/10)

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.

#### 4.1.3 - 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.

#### 4.1.4 - 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 (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 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.

#### 4.4 - Access

#### 4.4.1 - Private property access (8/10)

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.

#### 5 - Operations

#### 5.1 - Notification

#### 5.1.1 - Pre-sale conference (12/08)

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning of initial operation.

#### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

#### 5.2.1.1 - Slash within sale area (2/04)

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

#### 5.2.1.8 - Slash height (12/08)

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

#### 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.

#### 5.4 - 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 (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.

#### 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 on Swampbuck road 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 6/8/2011 3:20:55PM



T4.3N

#### 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.

32-002-11-01

Sale Number

Year 2011

Range Section(s) and Subdivision(s)

R24W NENW1/4 & NWSW1/4 & NWNE1/4 & SENW1/4 & SWNW1/4 Sec.5

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

			Cover 1	уре							De	ensity	
A = Aspen B = Paper Birch C = Cedar D = Treed Bog E = Swamp Hdwoods F = Spruce Fir	J = Ja L = Lo	femlock ack Pine owland Brus /lpl, Bch, Br	P Q sh R ch S	= Oak = Lowland = Mixed S = Red Pin = Black Sp = Tamarac	wamp Cnfr e oruce	V = I W = X = I	Upland Brush Bog or Marsh White Pine Non Stocked Vater		1 = See 2 = See 3 = See	n Stocked edling Sapling edling Sapling edling Sapling e Timber Poo	Medium Well	6 = Pole T 7 = Saw T 8 = Saw T	imber Medium imber Well imber Poor imber Medium imber Well
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#### TIMBER SALE INFORMATION

#### SHAMROCK GATE ASPEN (32-004-11-01)

T43N, R26W, SEC.22; T43N, R26W, SEC.23.

MARQUETTE COUNTY (Advertised Price \$37,279.55)

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 private or 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	<b>ESTIMATED VOLUME*</b>	ADV	ERTISED PRICE
Pulpwood			
B. Poplar	106.00 Cords	\$	27.05 / Cord
Balsam Fir	185.00 Cords	\$	30.40 / Cord
Q. Aspen	668.00 Cords	\$	34.10 / Cord
W. Spruce	190.00 Cords	\$	27.50 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$784.45:

PRODUCTS & SPECIES	ESTIMATED VOLUME*	ADV	ERTISED PRICE
Pulpwood			
Mixed Hardwood	29.00 Cords	\$	27.05 / Cord

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 17.70 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 **\$1,864.00** 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

01

56%

02

44%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 11/30/2014.

#### Sale Specific Conditions & Requirements

Sale Name: Shamrock Gate Aspen Sale Number: 32-004-11-01

#### 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 blue, red and green paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with green paint. Do not cut painted red and blue boundary line trees. Green painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1 and 2, cut all trees which meet minimum piece specifications in 2.2 Utilization except elm, oak, white birch, yellow birch, black cherry, black ash, cedar, hemlock, tamarack and white pine.

#### 3 - Payments

#### 3.4 - Damaged Timber

#### 3.4.1 - Damaged timber (6/05)

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured. 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 5% of retention 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 Requirment 3.4 Damaged Timber.

#### 4 - Transportation

#### 4.1 - Construction

#### 4.1.3 - Slash and earthen piles (8/04)

Piles or windrows of earth along roads and landings that have been widened or constructed shall be leveled. Slash from road maintenance or construction, including stumps, shall be dispersed throughout the sale.

#### 4.1.7 - 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. Contact the sale administrator for specific details of design and placement.

#### 4.2 - Maintenance

#### 4.2.1 - Hauling restriction (12/08)

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

#### 4.4 - Access

#### 4.4.1 - Private property access (8/10)

Permission for access across private land and through private gates is the responsibility of the purchaser. Written permission must be provided to the unit manager prior to entering private lands.

#### 4.4.3 - Access gate (12/08)

Any private gates used for access must be kept closed/locked as desired by private property owner.

#### 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 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.

#### 5.2.32 - 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.

#### 7 - Other Conditions

#### 7.5 - Loss

#### 7.5.1 - Deteriorating timber (7/09)

The sale area has received damage from windthrow. The purchaser should harvest the wood as soon as possible. The Department of Natural Resources is held free of responsibility of any further damage or deterioration due to delay in harvesting.

Section Name: Sale Specific Current as of 7/11/2011 3:57:58PM

Wellson Z.A.	Michigan Depar		s & Environment - Forest Ma <b>SALE M</b> AP	anagement Division	Sale Nun		Year
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#### **BID FORM**

#### KAMIKAZE PARTRIDGE (32-001-11-01)

T45N, R26W, SEC.20; T45N, R26W, SEC.29; T45N, R26W, SEC.32; MARQUETTE COUNTY

In response to the notice of sale to be held 3:00PM on August 22, 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	<b>ESTIMATED</b>	VOLUME*	<u>AD'</u>	VERTISED PRICE	BID PRIC	<u>CE</u>
Pulpwood						
Balsam Fir	155.00	Cords	\$	35.85 / Cord	\$	/ Cord
Mixed Hardwood	5.00	Cords	\$	35.00 / Cord	\$	/ Cord
Paper Birch	56.00	Cords	\$	35.80 / Cord	\$	/ Cord
Q. Aspen	664.00	Cords	\$	36.10 / Cord	\$	/ Cord
Red Maple	56.00	Cords	\$	35.70 / Cord	\$	/ Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$3,134.60:

PRODUCTS & SPECIES	<b>ESTIMATED VOLUME*</b>		ADVERTISED PR	
Pulpwood				
Black Cherry	4.00	Cords	\$	35.05 / Cord
Black Spruce	43.00	Cords	\$	34.20 / Cord
Jack Pine	10.00	Cords	\$	61.30 / Cord
W. Spruce	33.00	Cords	\$	27.60 / Cord

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 9.96 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

	FEDERAL ID:	or SOCIA	AL SECURITY NUMBE	R:	
	Company or individual bidding:				
	Company representative's name:_				
	Address:				
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F AVAIL	ABLE, PLEASE PLACE THE PERS	ONALIZED LABE	L FROM YOUR PROSI	PECTUS IN THE ABOVE BOX.	
ndividua	dividual or company representative's signature: Date:				
	one number : Email (optional):				



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.

# 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

VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

•	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 e	xcept for written	signatures.			
Ple	ease Check Appropriate Categories:					
1.	My business is organized as (you <b>must</b> A.   Sole Proprietorship (individual)  B.   Partnership  C.   Corporation	check <u>one</u> of the	e boxes below):			
2.	Worker's Compensation Laws.  B. I certify that my business has satis Notice of Exclusion (BWC-337, Rev award. (For questions or a copy of the second	oroprietorship and fied its obligation 5.5/96). I will prov he BWC-337, plea	to the Worker's Compensation Act through the use of an approved vide a copy of the Notice of Exclusion within 21 days of the contract ase call the Worker's Compensation Bureau at 517-322-1195). ion Policy. I will provide an original Certificate of Insurance within 21			
3.	than yourself, including family members	and active partr				
	Full-time Er	npioyees	Part-time Employees			
Vam	ne of Business		Federal ID (or) Social Security No.			
Addı	ress		Telephone ( )			
City		State	ZIP			
000	ereby certify that the above information is our in factors affecting my coverage durin Signature of Owner or Authorized Representative		ct. I agree to notify the Michigan DNRE of any changes that sent and future operations.			
_	Title		Date			

TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

#### **BID FORM**

#### IRONCLAD SWAMP BUCK (32-002-11-01) T43N, R24W, SEC.05; MARQUETTE COUNTY

In response to the notice of sale to be held 3:00PM on August 22, 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>	VERTISED PRICE	BID P	RICE
Pulpwood						
Balsam Fir	457.00	Cords	\$	28.20 / Cord	\$	/ Cord
Mixed Hardwood	203.00	Cords	\$	27.50 / Cord	\$	/ Cord
Q. Aspen	1,126.00	Cords	\$	28.40 / Cord	\$	/ Cord
*The volumes are statistically est	timated within plus (+)	or minus (-)	6.99 percen	t. These estimated v	olumes are f	inal and not subject

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

	FEDERAL ID:	or SOCIAL SEC	URITY NUMBER:	
	Company or individual bidding:			
	Company representative's name:			
	Address:			-
	City:	State:	Zip:	
F AVAIL	ABLE, PLEASE PLACE THE PERSO	NALIZED LABEL FROI	M YOUR PROSPECTUS IN	THE ABOVE BOX.
	ABLE, PLEASE PLACE THE PERSO or company representative's signatu			

to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.



Michigan Department of Natural Resources & 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:	
Please Check Appropriate Categories:	
<ol> <li>My business is organized as (you must check one of the boxes below):</li> <li>A.                Sole Proprietorship (individual)</li>             B.              Partnership             C.              Corporation </ol>	
<ol> <li>You must check one of the boxes below:</li> <li>I certify that my business is a sole proprietorship and it has no employees but the Worker's Compensation Laws.</li> <li>I certify that my business has satisfied its obligation to the Worker's Compense Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of award. (For questions or a copy of the BWC-337, please call the Worker's Compensation.</li> <li>I certify that my business has a Worker's Compensation Policy. I will provide an days of the contract award.</li> </ol>	sation Act through the use of an approved of Exclusion within 21 days of the contract pensation Bureau at 517-322-1195).
If you have checked item 2(A) or 2(B), you <b>must</b> indicate the number of <b>both</b> ful than yourself, including family members and active partners (if none, you must e Full-time Employees	
Name of Business Federal ID (or) Social Secur	rity No.
Address Telephone ( )	
City State ZIP	
I hereby certify that the above information is true and correct. I agree to notify the Moccur in factors affecting my coverage during any of my present and future operatio  Signature of Owner or Authorized Representative	
Title Date	

PRODUCTS & SPECIES

Mixed Hardwood

Individual or company representative's signature:

Phone number : Email (optional):

Pulpwood

#### **BID FORM**

### SHAMROCK GATE ASPEN (32-004-11-01) T43N, R26W, SEC.22; T43N, R26W, SEC.23; MARQUETTE COUNTY

In response to the notice of sale to be held 3:00PM on August 22, 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.

ESTIMATED	ESTIMATED VOLUME*		VERTISED PRICE	BID PRICE	
106.00	Cords	\$	27.05 / Cord	\$	/ Cord
185.00	Cords	\$	30.40 / Cord	\$	/ Cord
668.00	Cords	\$	34.10 / Cord	\$	/ Cord
190.00	Cords	\$	27.50 / Cord	\$	/ Cord
	106.00 185.00 668.00	ESTIMATED VOLUME*  106.00 Cords 185.00 Cords 668.00 Cords 190.00 Cords	106.00 Cords \$ 185.00 Cords \$ 668.00 Cords \$	106.00 Cords \$ 27.05 / Cord 185.00 Cords \$ 30.40 / Cord 668.00 Cords \$ 34.10 / Cord	106.00 Cords \$ 27.05 / Cord \$

29.00 Cords \$

ESTIMATED VOLUME\*

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$784.45:

ADVERTISED PRICE

27.05 / Cord

\_\_\_\_\_ Date:\_\_\_\_

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ı IF AVAIL	ABLE, PLEASE PLA	ACE THE PERSOI	NALIZED LABEL FR	OM YOUR PR	OSPECTUS IN	THE ABOVE B	BOX.	

THE WINNING BIDDER MUST COMPLETE THE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE (ON REVERSE SIDE IF DOUBLE SIDED) WITHIN 21 DAYS OF SALE AWARD DATE



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 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. Signature of Owner or Authorized Representative

Date