

DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

TIMBER SALE PROSPECTUS #4836

SCHEDULED SALE DATE AND TIME: 3:00 p.m. (local time) on January 28, 2013. 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:

OLD ELF ASPEN MIX (32-004-12-01) / T45N, R26W, SEC. 21, W1/2NW,E1/2NW,NWSW,W1/2NE. Marquette County, Advertised Price \$14,829.00, 29.0 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.

BASS LAKE TRAILHEAD ASPEN (32-016-12-01) / T45N, R26W, SEC. 28, W1/2NE,SENE,N1/2SE. T45N, R26W, SEC. 33, N1/2SW.

Marquette County, Advertised Price \$32,362.35, 67.0 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.

BID INSTRUCTIONS (VER. 10/18/2012):

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 3:00 p.m. (local time) on January 28, 2013. For further information concerning this sale, contact Jim Ferris at 906-346-9201.

2. Bidder's Qualifications (2/12)

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/FRD 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 (10/12)

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/timber. 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 (10/11)

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 Pure 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.

KEITH CREAGH Director

TIMBER SALE INFORMATION

OLD ELF ASPEN MIX (32-004-12-01)

T45N, R26W, SEC. 21.

Marquette County (Advertised Price \$14,829.00)

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:

PRODUCTS & SPECIES	ESTIMATED UNITS*	<u>ADV</u>	ERTISED PRICE
Pulpwood			
Black Spruce	41.00 Cords	\$	38.00 / Cord
Jack Pine	87.00 Cords	\$	43.05 / Cord
Paper Birch	92.00 Cords	\$	33.90 / Cord
Q. Aspen	124.00 Cords	\$	33.30 / Cord
Red Maple	69.00 Cords	\$	31.25 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$121.40:

PRODUCTS & SPECIES	ESTIMATED UNITS*	ADVERTISED PRIC	
Pulpwood			
Balsam Fir	4.00 Cords	\$	30.35 / Cord

^{*} The total volume is statistically estimated within plus (+) or minus (-) 19.19 percent. The estimated units 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 \$742.00 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	9%
02	47%
03	9%
04	35%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 11/30/2015.

Sale Specific Conditions & Requirements

Sale Name: Old Elf Aspen Mix Sale Number: 32-004-12-01

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (12/08)

The sale boundary is marked and identified by red 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 (8/11)

Within Payment Unit(s) 1 and 2, cut all trees which meet minimum piece specifications in 2.2 Utilization except do not cut white birch. Within payment units 3 and 4, cut all trees which meet minimum piece specifications in 2.2 Utilization except do not cut white spruce. Within all payment units, do not cut any cedar, hemlock, oak, white pine, red pine, yellow birch and cherry. Special protection trees identified in accordance with condition 3.4.2, within clearcutting unit boundaries, are not Included Timber and are to be protected.

2.2 - Utilization

2.2.3 - Stump heights (4/07)

Stump heights within payment unit 2 shall not exceed 6 inches for all trees. Within payment units 1, 3 and 4 stump heights shall not exceed 12 inches for all trees. A written waiver to the stump height limit in payment units 3 and 4 may be granted by the sale administrator if snow depth conditions warrant. This is in order to facilitate site prep operations and to ensure low stumps in the travel influence area along the county roads.

2.2.8 - Utilization and removal (2/11)

Retain on site at least 1/6 of the slash from harvested trees.

2.2.9 - No chipping permitted (12/08)

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

2.2.10 - No chipping tops and limbs (4/12)

Within Payment Unit(s) 2, 3 and 4, chipping of the bole, 2-inches in diameter or greater, is allowed. Chipping of limbs or portions of the tree less than 2-inches in diameter is not permitted. Limbs and the remaining top must be left on site and scattered. Chips may not be stockpiled on site.

2.2.11 - Chipping restriction (11/12)

If chipping occurs on this sale, then no woody debris present on the ground at the start of the sale may be chipped. The landing size and locations must be approved by the Unit Manager or his/her representative. In general, landings are limited to "T" turnarounds which will accommodate trucks with a 50 foot trailer. In addition, brush or chips may not be stored or stockpiled on-site for more than 21 days.

3 - Payments

3.4 - Damaged Timber

3.4.2 - Special Protection Trees (8/11)

The Purchaser shall not cut live or dead special protection trees within cutting units or clearings. Special protection trees are marked with GREEN PAINT. The Purchaser shall protect special protection trees from damage by the Purchaser's operations. If the Purchaser's operations have cut or damaged special protection trees through carelessness, the Purchaser shall pay \$25 as fixed, agreed and liquidated damages for each special protection tree cut or damaged. Such payment does not constitute ownership of the undesignated 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.

4.1.12 - No new roads (1/12)

No new roads will be permitted in any Payment Unit. All operations are limited to existing roads. The Hunter Walking Trail is a closed road with berms and will not be used for any sale operations.

42 - 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 during wet weather conditions.

4.2.4 - Grading (12/08)

Roads must be graded after the sale is completed. In general, this will require a bull dozer to shape up the roads after forest products have been hauled off site. The grading equipment to be used must be approved by the Unit Manager or his/her representative.

4.2.5 - Two wheel drive condition (2/04)

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

5 - Operations

5.1 - Notification

5.1.1 - Pre-sale conference (10/11)

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

5.1.4 - Post-sale conference (6/11)

A post-sale conference on site between the Purchaser and sale administrator is required 3 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

5.2.1.1 - Slash within sale area (2/04)

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

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 all forest roads.

5.2.1.11 - Slash for reforestation (5/07)

To facilitate reforestation, Payment Unit 2 shall be left with slash evenly distributed. Bunched tops within the cutting area shall be broken up and scattered. Stumps shall be cut low to the ground. Processing sites shall not be left with a compacted layer of slash; tops from these sites shall be hauled back into the cut area and scattered.

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 (9/11)

All decking and landing areas must have the surface area restored to a condition equal to or better than before. This is to ensure the proper regeneration of the stand. Wood debris, chips and "cookies" from load trimming on landings must be removed or scattered away from landing and loading areas. Wood debris and chips removed from landings must be scattered and may not be windrowed on the edge of the landings.

5.2.37 - No decking areas (12/08)

No decking is allowed within 50 feet of Crooked Lake Road (paved county road) in payment units 2, 3 and 4. Decks in payment unit 1 should be located outside of the Charlie Lakes Road cleared right-off-way.

5.2.38 - No decking against live trees (2/04)

Cut products may not be decked against unmarked or designated leave trees.

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

The Bass Lake Motrocycle Trail is a designated ORV trail and is shown on the Timber Sale Map. Do not cut GREEN painted trees situated along the Trail. Maintain a 10 foot wide slash, debris, and rut free zone daily using the ORV trail or route as the centerline. Do not run equipment down the ORV trail or route. Skidding across the Trail should only occur in limited locations.

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.

5.8 - 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 an on-site evaluation and recommendation can be made, if necessary.

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 Crooked Lake Road and Charlie Lakes 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. The Purchaser will provide these signs.

6.2.3 - Recreational trail posting (2/10)

The Purchaser is responsible for posting and maintaining caution signs on the Bass Lake Motorcyle Trail prior to beginning operations. The trail must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic at both ends of the trail. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

Section Name: Sale Specific Current as of 12/27/2012 2:32:43PM



T45N

G = Grass

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

2012

Year

32-004 Page Forest Management Unit County Mapped By Date of CAVIS Cruised By MARQUETTE TWINN PAVIS une 20,2012 Section(s) and Subdivision(s) Range Township

21 - W/2NW, EKNW, NWSW, W/2NE R26W

Density

- **Cover Type**
- O = Oak U = Upland Brush 5 = Pole Timber Medium 0 = Non Stocked
- A = Aspen V = Bog or Marsh B = Paper Birch P = Lowland Poplar 1 = Seedling Sapling Poor 6 = Pole Timber Well H = Hemlock W = White Pine
- C = Cedar Q = Mixed Swamp Cnfr J = Jack Pine 2 = Seedling Sapling Medium 7 = Saw Timber Poor X = Non Stocked D = Treed Bog L = Lowland Brush R = Red Pine 3 = Seedling Sapling Well 8 = Saw Timber Medium
 - Z = Water
- E = Swamp Hdwoods M = Mpl, Bch, Brch S = Black Spruce 4 = Pole Timber Poor 9 = Saw Timber Well F = Spruce Fir N = Marsh T = Tamarack Crooked - 3 2 0:5 0.25 0 Miles Cmpt 38

TIMBER SALE INFORMATION

BASS LAKE TRAILHEAD ASPEN (32-016-12-01)

T45N, R26W, SEC. 28; T45N, R26W, SEC. 33.

Marquette County (Advertised Price \$32,362.35)

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:

PRODUCTS & SPECIES	ESTIMATED UNITS*	<u>ADV</u>	ERTISED PRICE
Pulpwood			
Balsam Fir	115.00 Cords	\$	31.80 / Cord
Mixed Hardwood	203.00 Cords	\$	28.70 / Cord
Q. Aspen	612.00 Cords	\$	35.15 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$1,367.45:

ESTIMATED UNITS*	<u>ADV</u>	ERTISED PRICE
8.00 Cords	\$	40.05 / Cord
15.00 Cords	\$	31.55 / Cord
19.00 Cords	\$	30.20 / Cord
	8.00 Cords 15.00 Cords	8.00 Cords \$ 15.00 Cords \$

^{*} The total volume is statistically estimated within plus (+) or minus (-) 16.02 percent. The estimated units 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 \$1,619.00 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	29%
02	18%
03	17%
04	27%
05	9%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 11/30/2015.

Sale Specific Conditions & Requirements

Sale Name: Bass Lake Trailhead Aspen Sale Number: 32-016-12-01

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 and green paint. Exterior sale boundary lines against private property are marked with double red slash marks (Payment Unit 5). Exterior sale boundary lines against state are marked with single red paint marks. Interior Payment Unit boundaries are marked with green paint. Do not cut painted boundary line trees (green or red painted trees).

2 - Timber Specifications

2.1 - Included Timber

2.1.2 - Clearcut unit(s) w/o unmerchantable trees (8/11)

Within Payment Unit(s) 1, 2, 3 and 4, cut all trees which meet minimum piece specifications in 2.2 Utilization. Within Payment Unit 5 cut all trees which meet minimum piece specifications in 2.2 Utilization except do not cut any sugar maple or black cherry. Within all Payment Units, do not cut any cedar, hemlock, oak, white pine, red pine and yellow birch. Special protection trees identified in accordance with condition 3.4.2, within clearcutting unit boundaries, are not Included Timber and are to be protected.

2.1.11 - Description of timber note (2/04)

Note that the mixed hardwood category is comprised primarily of sugar maple and red maple. A small quantity of black cherry is also included in this category.

2.2 - Utilization

2.2.8 - Utilization and removal (2/11)

Retain on site at least 1/6 of the slash from harvested trees.

2.2.11 - Chipping restriction (11/12)

If chipping occurs on this sale, then no woody debris present on the ground at the start of the sale may be chipped. The landing size and locations must be approved by the Unit Manager or his/her representative. In general, landings are limited to "T" turnarounds which will accommodate trucks with a 50 foot trailer. In addition, brush or chips may not be stored or stockpiled on-site for more than 21 days.

3 - Payments

3.4 - Damaged Timber

3.4.2 - Special Protection Trees (8/11)

The Purchaser shall not cut live or dead special protection trees within cutting units or clearings. Special protection trees are marked with green paint. The Purchaser shall protect special protection trees from damage by the Purchaser's operations. If the Purchaser's operations have cut or damaged special protection trees through carelessness, the Purchaser shall pay \$25 as fixed, agreed and liquidated damages for each special protection tree cut or damaged. Such payment does not constitute ownership of the undesignated 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 on site.

4.1.6 - Road construction (1/09)

Construction of new roads or improvements of existing roads shall be done in such a way as to minimize the environmental and visual impacts. Merchantable trees shall be cut and utilized unless otherwise directed. Non-merchantable trees shall be severed and laid flat on the ground. Slash shall be scattered, and not left in windrows and kept a minimum of 10 feet back from the road edge. The Hunter Walking Trail shown on the map will only be used for logging operations where it is

immediately adjacent to the timber sale boundary. 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 (10/11)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. The forest road accessing payment units 4 and 5 is closed with a berm. This berm must be replaced after hauling is completed from payment units 4 and 5. The Hunter Walking Trail accessing a portion of payment unit 1 is closed with a berm. This berm must be replaced after hauling is completed from payment unit 1. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth. These roads must be rendered impassable to ATVs, cars and trucks. Temporary berms may be required if no sale activity occurs for 30 or more consecutive days. Contact the sale administrator for specific details of design and placement.

4.2 - Maintenance

4.2.1 - Hauling restriction (12/08)

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

4.2.4 - Grading (12/08)

Roads must be graded after the sale is completed. In general, this will require a bull dozer to shape up the roads after forest products have been hauled off site. The grading equipment to be used must be approved by the Unit Manager or his/her representative.

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

5.2.1.1 - Slash within sale area (2/04)

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

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 all 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 (9/11)

All decking and landing areas must have the surface area restored to a condition equal to or better than before. This is to ensure the proper regeneration of the stand. Wood debris, chips and "cookies" from load trimming on landings must be removed or scattered away from landing and loading areas. Wood debris and chips removed from landings must be scattered and may not be windrowed on the edge of the landings.

5.2.37 - No decking areas (12/08)

No decking is allowed within 50 feet of Crooked Lake Road (paved county road). In addition, no decking is allowed within the grass openings shown on the timber sale map.

5.2.38 - No decking against live trees (2/04)

Cut products may not be decked against unmarked or designated leave trees.

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

The Bass Lake Motrocycle Trail is a designated ORV trail and is shown on the Timber Sale Map. Do not cut green painted trees situated along the Trail. Maintain a 10 foot wide slash, debris, and rut free zone daily using the ORV trail or route as the centerline. Do not run equipment down the ORV trail or route. Skidding across the Trail should only occur in limited locations.

5.2.43 - Opening protection (12/08)

No activities are permitted in openings marked on the timber sale map with the letter "G". Any damage to the openings shall be repaired according to specifications of the Unit Manager or his/her representative.

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.

5.8 - 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 an on-site evaluation and recommendation can be made, if necessary.

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 Crooked Lake Road and Section 32 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. The Purchaser will provide these signs.

6.2.3 - Recreational trail posting (2/10)

The Purchaser is responsible for posting and maintaining caution signs on the Bass Lake Motorcyle Trail prior to beginning operations. The trail must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic at both ends of the trail. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

Section Name: Sale Specific Current as of 12/27/2012 2:37:15PM

OF NATURAL PROPERTY OF THE PRO	Michigan De	epartment of Natural Reso	urces - Forest, Mineral & I	Fire Management	Sale Number	Year
DNR S	This informati	on provided by authority o		1994, as amended.	32-016	12
orest Management L	Unit	County	Mapped By 13 To	2AUIL	Date Pag	ge of
GWINN		MARQUETTE	Cruised By B. TRA	Ms, L. LABUMB	ARD 9-7-12	1 1 1
ownship	Range	Section(s) and Subdivision	TO VOICE	SENE NIL	SÉ.	
45N	26W CC	l over Type	33 N/25W		Density	
A = Aspen	G = Grass	O = Oak	U = Upland Brush	0 = Non Stocked		Medium
B = Paper Birch C = Cedar	H = Hemlock	P = Lowland Poplar Q = Mixed Swamp Cnfr	V = Bog or Marsh	1 = Seedling Sap 2 = Seedling Sap	oling Poor 6 = Pole Timber	Well
D = Treed Bog	J = Jack Pine L = Lowland Brush	R = Red Pine	X = Non Stocked	3 = Seedling Sap	oling Well 8 = Saw Timber	Medium
E = Swamp Hdwoods F = Spruce Fir	M = Mpl, Bch, Brch N = Marsh	S = Black Spruce T = Tamarack	Z = Water	4 = Pole Timber	Poor 9 = Saw Timber	Well
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			Page 15 of 20			
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BID FORM

OLD ELF ASPEN MIX (32-004-12-01) T45N, R26W, SEC. 21, Marquette County

In response to the notice of sale to be held 3:00 p.m. (local time) on January 28, 2013, 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	<u>ESTIMATE</u>	UNITS*	AD\	/ERTISED PRICE	BID PRI	ICE
Pulpwood						
Black Spruce	41.00	Cords	\$	38.00 / Cord	\$	/ Cord
Jack Pine	87.00	Cords	\$	43.05 / Cord	\$	/ Cord
Paper Birch	92.00	Cords	\$	33.90 / Cord	\$	/ Cord
Q. Aspen	124.00	Cords	\$	33.30 / Cord	\$	/ Cord
Red Maple	69.00	Cords	\$	31.25 / Cord	\$	/ Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$121.40:

PRODUCTS & SPECIES	ESTIMATED UNITS*	ADV	/ERTISED PRICE
Pulpwood			
Balsam Fir	4.00 Cords	\$	30.35 / 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:	or SOCIAL SE	CURITY NUMBER:	
	Company or individual bidding:			<u> </u>
	Company representative's name:			
	Address:			<u> </u>
	City:	State:	Zip:	
F AVAIL	ABLE, PLEASE PLACE THE PERSO	NALIZED LABEL FR	OM YOUR PROSPECTUS I	N THE ABOVE BOX.
Individual	or company representative's signatu	re:		Date:
Phone nu	ımber :	Ema	il (optional):	

^{*} The total volume is statistically estimated within plus (+) or minus (-) 19.19 percent. The estimated units 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

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

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

•	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.
Ple	ease Check Appropriate Categories:
1.	My business is organized as (you must check <u>one</u> of the boxes below):

VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

	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 part of the 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 Er	nployees	Part-time Employees		
Name of Business			Federal ID (or) Social Security No.		
			30 Maria 10		
Address			Telephone		
			()		
City State		State	ZIP		
	ereby certify that the above information is our in factors affecting my coverage durin		I agree to notify the Michigan DNRE of any changes that nt and future operations.		
5	Signature of Owner or Authorized Representative				

Date

TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

BID FORM

BASS LAKE TRAILHEAD ASPEN (32-016-12-01) T45N, R26W, SEC. 28; T45N, R26W, SEC. 33, Marquette County

In response to the notice of sale to be held 3:00 p.m. (local time) on January 28, 2013, 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 UNITS*	ADVE	ERTISED PRICE	BID P	RICE
Pulpwood					
Balsam Fir	115.00 Cords	\$	31.80 / Cord	\$	/ Cord
Mixed Hardwood	203.00 Cords	\$	28.70 / Cord	\$	/ Cord
Q. Aspen	612.00 Cords	\$	35.15 / Cord	\$	/ Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$1,367.45:

PRODUCTS & SPECIES	ESTIMATED UNITS*	AD\	ADVERTISED PRICE		
Pulpwood					
Jack Pine	8.00 Cords	\$	40.05 / Cord		
Paper Birch	15.00 Cords	\$	31.55 / Cord		
W. Spruce	19.00 Cords	\$	30.20 / Cord		

^{*} The total volume is statistically estimated within plus (+) or minus (-) 16.02 percent. The estimated units 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 NUMBER:		
	Company or individual bidding:			_	
	Company representative's name:				
	Address:			_	
	0.1	01.1	7:		
	City:	_ State:	Zip:		
F AVAIL	ABLE, PLEASE PLACE THE PERS				
		ONALIZED LABE	L FROM YOUR PROSPECTUS		



Michigan Department of Natural Resources & Environment Forest Management Division

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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

Signature of Owner or Authorized Representative

Title

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

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.				
Ple	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				
3.	 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. 				
	Full-time Employees	Part-time Employees			
Nam	Name of Business Federal ID (or) Social	Federal ID (or) Social Security No.			
Add	Address Telephone ()				
City	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