

DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

TIMBER SALE PROSPECTUS #5660

SCHEDULED SALE DATE AND TIME: 3:00 p.m. (local time) on August 15, 2016. 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:

bear lake sale (32-113-16) / T45N, R27W, SEC. 22, N1/2NE, SENE.

Marquette County, Advertised Price \$9,796.00, 31.0 Acres, Hardwood, Spruce/Fir/Tamarack.

BEAR LAKE ASPEN (32-114-16) / T45N, R27W, SEC. 22, W1/2SE1/4,E1/2SW1/4,SW1/4SW1/4. T45N, R27W, SEC. 27, N1/2NW1/4.

Marquette County, Advertised Price \$68,581.10, 80.0 Acres, Aspen, Spruce/Fir/Tamarack.

SALE NOTE: Spruce budworm is in the vicinity of this sale.

Bear Lake Mix Sale (32-115-16) / T45N, R27W, SEC. 22, SE1/4 SE/1/4,SE1/4 SW1/4.

T45N, R27W, SEC. 27, NE1/4,NE1/4 NW1/4,NE1/4 SE1/4.

Marquette County, Advertised Price \$65,547.25, 116.0 Acres, Hardwood, Spruce/Fir/Tamarack.

SALE NOTE: Spruce budworm is in the vicinity of this sale.

BID INSTRUCTIONS (VER. 05/04/2016):

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 August 15, 2016. For further information concerning this sale, contact Tom Seablom at 906-346-9201.

2. Bidder's Qualifications (5/16)

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, the 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 (5/16)

Bid Forms may be completed online thru Michigan DNR Timber Sale Online Bidding (OLB) at www.michigan.gov/timberbidding or by completing the hardcopy Bid Form found in the Timber Sale Prospectus. Hardcopy Bid Forms shall be manually signed in ink. Registration in OLB is considered your 'signature' for all bids submitted thru that system. 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 hardcopy Bid Form, each erasure or change must be initialed by the person signing the bid.

4. Submission of Sealed Bids (5/16)

Bid forms may be obtained from the Unit Manager or thru OLB. Bids may be submitted hardcopy or thru OLB. All hardcopy 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.

It is possible for a bidder to submit multiple bids on a single sale. For example, a bid may be submitted hardcopy and a bid may be submitted thru OLB. Or, two bidders from the same company could both submit bids on the same sale. If this were to happen, the State would accept all bids received and award the contract accordingly. All bidding and contractual requirements would apply to all bids received.

5. Public Opening of Sealed Bids (5/16)

If conditions permit, the sealed bids will be publicly opened and posted at the time and place set in the prospectus.

If a bidder, present at a bid opening, has submitted bids on more than one sale, that bidder may withdraw their unopened bid envelopes or announce the withdraw of their online bid after being declared the successful bidder on one sale.

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 (9/14)

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 expiration 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 (10/14)

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-SF5. Forest products from this sale may be delivered to the mill as "FSC 100% 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.

DR. WILLIAM MORITZ Director

TIMBER SALE INFORMATION

bear lake sale (32-113-16)
T45N, R27W, SEC. 22.
Marquette County (Advertised Price \$9,796.00)

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	ESTIMATE	ESTIMATED UNITS*		ADVERTISED PRICE			
Pulpwood							
Balsam Fir	41.00	Cords	\$	26.15 / Cord			
Black Spruce	130.00	Cords	\$	25.50 / Cord			
Jack Pine	16.00	Cords	\$	33.15 / Cord			
Paper Birch	46.00	Cords	\$	45.35 / Cord			
Quaking Aspen	46.00	Cords	\$	38.50 / Cord			
Red Maple	48.00	Cords	\$	20.05 / Cord			

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$58.95:

PRODUCTS & SPECIES	ESTIMATED UNITS*	ADVERTISED PRICE		
Pulpwood				
Tamarack	3.00 Cords	\$	19.65 / Cord	

^{*} The total volume is statistically estimated within plus (+) or minus (-) 28.39 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 \$500.00 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.
- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 05/31/2019.

Sale Specific Conditions & Requirements

Sale Name: bear lake sale Sale Number: 32-113-16 Seq#: 1

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (1/14)

The sale boundary and Payment Unit boundaries are marked and identified by blue and red paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with red paint. The painted boundary line trees are not Included Timber and are to be protected. Red painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1 through 4, cut all trees which meet minimum piece specifications in 2.2 Utilization. Exceptions: Do not cut any red oak, white pine, red pine, cedar, and in Payment Unit 1, do not cut Tamarack.

2.2 - Utilization

2.2.11 - Chipping restriction (9/14)

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 addition, brush or chips may not be stored or stockpiled on-site for more than 30 days. Permits will not be issued to allow storing of any chips on state lands past this 30 day period.

3 - Payments

3.4 - Damaged Timber

3.4.1 - Damaged timber (6/14)

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.

Within the sale area, if more than 50% of the tree seedlings or saplings (1/4" to 4.5" DBH) within a specified portion of the sale area are damaged, liquidated damages will be assessed at \$100.00 per acre for all acreage within that specified portion of the sale area that was damaged.

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. 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 or wet weather conditions.

5 - Operations

5.1 - Notification

5.1.1 - Pre-sale conference (10/11)

A pre-sale conference 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 4 business days in advance to schedule the conference.

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.1 - Slash within sale area (2/04)

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

5.2.2 - Hazard Trees/Snags

5.2.2.1 - Den trees (2/04)

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

5.2.22 - Operating Caution

5.2.22.1 - Operating caution (6/11)

It is recommended, but not required, that within Payment Unit(s) 1, 2 and 4, cutting, skidding, and hauling occur during frozen winter conditions. The reason for the recommendation is because of wet ground.

5.2.31 - Landing locations (9/13)

In general, landings are limited to a "T" turnaround which will accommodate a truck with a 50 foot trailer.

5.2.32 - Decking/landing restoration (9/13)

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 trimmings must be removed or scattered away from landing and loading areas and may not be windrowed on the edge.

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

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

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 (3/13)

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 along the two track 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.

7 - Other Conditions

7.3 - Contract Modifications

7.3.1 - Emerald Ash Borer

7.3.1.2 - Emerald ash borer, ash or firewood on sale (2/05)

There is ash and/or "firewood" in this sale and it is located within an emerald ash borer quarantined area. The Director of the Michigan Department of Agriculture (MDA) by the authority of Act No. 72 of the Public Acts of 1945, as amended, and Quarantine Regulation No. 620, has promulgated this quarantine to prevent the further spread of this pest and sets forth: definitions, regulated articles, regulated areas, conditions of movement, violations and penalties, and special exemptions. The Purchaser must comply with this quarantine. Contact the MDA for further information.

7.5 - Loss

7.5.1 - Deteriorating timber (7/09)

The sale area has received damage from spruce budworm activity. 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 7/25/2016 1:44:46PM

Michigan Department of Natural Resources - Forest Resources Division

TIMBER SALE MAP

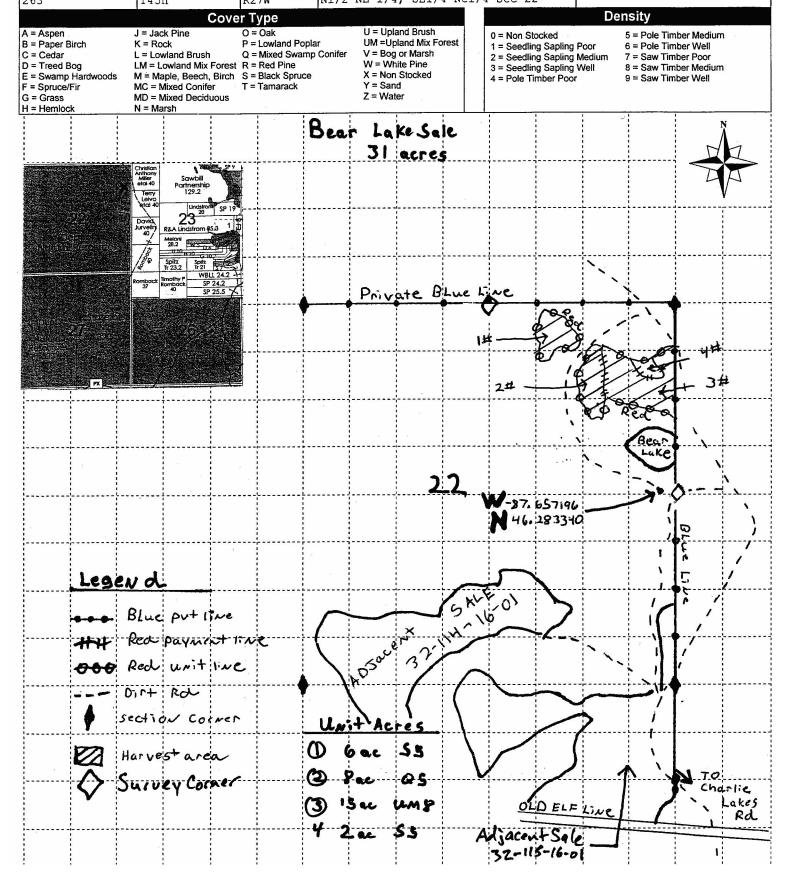
This information provided by authority of Part 5, 1994 PA 451, as amended.

32-113-16-01

Sale Number

Year 2016

Page Date of Forest Management Unit Mapped By Lindquist County 2/29/2016 Marquette Cruised By LIndquist/LaBumbard Gwinn Management Unit Section(s) and Subdivision(s) Compartment Number Township Range Scale: [...4 inches......] = 1 mile N1/2 NE 1/4, SE1/4 Ne1/4 Sec 22 263 T45n R27W



TIMBER SALE INFORMATION

BEAR LAKE ASPEN (32-114-16)

T45N, R27W, SEC. 22; T45N, R27W, SEC. 27. Marquette County (Advertised Price \$68,581.10)

SALE NOTE: Spruce budworm is in the vicinity of this sale.

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*	ADVERTISED PRICE		
Pulpwood				
Balsam Fir	226.00 Cords	\$	26.15 / Cord	
Quaking Aspen	1,494.00 Cords	\$	38.50 / Cord	

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$5,152.20:

PRODUCTS & SPECIES	ESTIMATED UNITS*	ADVERTISED PRICE
Pulpwood		
Mixed Hardwood	22.00 Cords	\$ 33.45 / Cord
Paper Birch	42.00 Cords	\$ 45.35 / Cord
White Spruce	104.00 Cords	\$ 24.15 / Cord

^{*} The total volume is statistically estimated within plus (+) or minus (-) 16.82 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 \$3,600.00 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.
- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 05/31/2019.

Sale Specific Conditions & Requirements

Sale Name: BEAR LAKE ASPEN Sale Number: 32-114-16 Seg#: 1

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (1/14)

The sale boundary and Payment Unit boundaries are marked and identified by red paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with a double slash in red paint. The painted unit and boundary line trees are not Included Timber and are to be protected.

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, and 3, cut all trees which meet minimum piece specifications in 2.2 Utilization except red pine, white pine, yellow birch and red oak.

2.1.11 - Description of timber note (2/04)

Note that Mixed hardwood pulp is made up of soft maple, balsam poplar, and ironwood.

2.2 - Utilization

2.2.3 - Stump heights (4/07)

Stump heights within the Sale Area shall not exceed 12 inches for trees greater than 10 inches DBH and 4 inches for trees smaller than 10 inches DBH. A written waiver of this requirement may be obtained if wet summer weather makes winter logging necessary.

2.2.11 - Chipping restriction (9/14)

If chipping occurs on this sale, then no woody debris present on the ground at the start of the sale may be chipped. In addition, brush or chips may not be stored or stockpiled on-site for more than 30 days.

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.

4.1.12 - No new roads (1/12)

No new roads will be permitted in any Payment Unit. All operations are limited to existing roads. 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.may occur during wet weather conditions.

5 - Operations

5.1 - Notification

5.1.1 - Pre-sale conference (10/11)

A pre-sale conference onbetween the Purchaser and sale administrator is required prior to beginning any operations The Unit Manager or his/her representative must be contacted at least 3 business days in advance to schedule the conference.

5.2 - Conduct of Operations

5.2.2 - Hazard Trees/Snags

5.2.2.1 - Den trees (2/04)

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

5.2.31 - Landing locations (9/13)

In general, landings are limited to a "T" turnaround which will accommodate a truck with a 50 foot trailer.

5.2.32 - Decking/landing restoration (9/13)

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 trimmings must be removed or scattered away from landing and loading areas and may not be windrowed on the edge.

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

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

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 (3/13)

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 sale roads 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.

7 - Other Conditions

7.3 - Contract Modifications

7.3.1 - Emerald Ash Borer

7.3.1.2 - Emerald ash borer, ash or firewood on sale (2/05)

There is ash and/or "firewood" in this sale and it is located within an emerald ash borer quarantined area. The Director of the Michigan Department of Agriculture (MDA) by the authority of Act No. 72 of the Public Acts of 1945, as amended, and Quarantine Regulation No. 620, has promulgated this quarantine to prevent the further spread of this pest and sets forth: definitions, regulated articles, regulated areas, conditions of movement, violations and penalties, and special exemptions. The Purchaser must comply with this quarantine. Contact the MDA for further information.

7.5 - Loss

7.5.1 - Deteriorating timber (7/09)

The sale area has received damage from spruce bud worm. 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 7/25/2016 1:35:09PM

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TIMBER SALE INFORMATION

Bear Lake Mix Sale (32-115-16)
T45N, R27W, SEC. 22; T45N, R27W, SEC. 27.
Marquette County (Advertised Price \$65,547.25)

SALE NOTE: Spruce budworm is in the vicinity of this sale.

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	ESTIMATE	ESTIMATED UNITS*		ERTISED PRICE
Sawtimber				
Red Oak	21.00	MBF	\$	209.00 / MBF
Pulpwood				
Balsam Fir	220.00	Cords	\$	26.15 / Cord
Mixed Hardwood	559.00	Cords	\$	33.45 / Cord
Paper Birch	492.00	Cords	\$	45.35 / Cord
Quaking Aspen	194.00	Cords	\$	38.50 / Cord
Tamarack	230.00	Cords	\$	19.65 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$2,406.00:

PRODUCTS & SPECIES	ESTIMATED UNITS*	ADVERTISED PRIC		
Pulpwood				
Black Spruce	15.00 Cords	\$	25.50 / Cord	
Jack Pine	37.00 Cords	\$	33.15 / Cord	
White Spruce	33.00 Cords	\$	24.15 / Cord	

^{*} The total volume is statistically estimated within plus (+) or minus (-) 13.40 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 \$3,300.00 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.
- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 05/31/2019.

Sale Specific Conditions & Requirements

Sale Name: Bear Lake Mix Sale Sale Number: 32-115-16 Seg#: 1

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (1/14)

The sale boundary and Payment Unit boundaries are marked and identified by blue and red. 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 double slash red paint. The painted unit and boundary line trees are not Included Timber and are to be protected.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1, 3, 4 and 5, cut all trees which meet minimum piece specifications in 2.2 Utilization except red pine, white pine, yellow birch and red oak.

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

Within Payment Unit(s) 2, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

2.1.11 - Description of timber note (2/04)

Note that Mixed hardwood pulp is made up off red oak, soft maple, hard maple, and ironwood.

2.2 - Utilization

2.2.3 - Stump heights (4/07)

Stump heights within the Sale Area shall not exceed 12 inches for trees greater than 10 inches DBH and 4 inches for trees smaller than 10 inches DBH. This is in order to facilitate planting operations. A written waiver of this requirement may be obtained if wet summer weather makes winter logging necessary.

2.2.11 - Chipping restriction (9/14)

If chipping occurs on this sale, then no woody debris present on the ground at the start of the sale may be chipped. In addition, brush or chips may not be stored or stockpiled on-site for more than 30 days.

3 - Payments

3.4 - Damaged Timber

3.4.1 - Damaged timber (6/14)

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.

Within the sale area, if more than 50% of the tree seedlings or saplings (1/4" to 4.5" DBH) within a specified portion of the sale area are damaged, liquidated damages will be assessed at \$100.00 per acre for all acreage within that specified portion of the sale area that was damaged.

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. 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.may occur during wet weather conditions.

5 - Operations

5.1 - Notification

5.1.1 - Pre-sale conference (10/11)

A pre-sale conference onbetween the Purchaser and sale administrator is required prior to beginning any operations The Unit Manager or his/her representative must be contacted at least 4 business days in advance to schedule the conference.

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.1 - Slash within sale area (2/04)

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

5.2.1.10 - No slash in openings (5/10)

No brush or logging debris is to be left in the maintained wildlife opening which is indicated by an open area on the Timber Sale Map. Any damage to the opening shall be repaired according to specifications of the Unit Manager or his/her representative.

5.2.2 - Hazard Trees/Snags

5.2.2.1 - Den trees (2/04)

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

5.2.3 - Operating Restrictions

5.2.3.3 - Bark slippage restriction (3/09)

Within Payment Unit(s) 2, cutting and skidding are not permitted during the period of April 1 to July 15. This restriction is because of bark slippage.

5.2.22 - Operating Caution

5.2.22.2 - Operating caution (6/11)

It is recommended, but not required, that within Payment Unit(s) 4 and 5, cutting, skidding, and hauling occur during dry summer or frozen winter conditions. The reason for the recommendation is because of wet ground.

5.2.31 - Landing locations (9/13)

In general, landings are limited to a "T" turnaround which will accommodate a truck with a 50 foot trailer.

5.2.32 - Decking/landing restoration (9/13)

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 trimmings must be removed or scattered away from landing and loading areas and may not be windrowed on the edge.

5.2.37 - No decking areas (12/08)

No decking is allowed in open areas

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

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

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.

5.7 - Protection of Historical Sites

5.7.1 - Historical sites (7/12)

The Purchaser shall not cut live or dead trees or operate equipment within historical sites. Historical sites are marked with a green boundary line. 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 \$250.00 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 (3/13)

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 sale roads 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.

7 - Other Conditions

7.3 - Contract Modifications

7.3.1 - Emerald Ash Borer

7.3.1.2 - Emerald ash borer, ash or firewood on sale (2/05)

There is ash and/or "firewood" in this sale and it is located within an emerald ash borer quarantined area. The Director of the Michigan Department of Agriculture (MDA) by the authority of Act No. 72 of the Public Acts of 1945, as amended, and Quarantine Regulation No. 620, has promulgated this quarantine to prevent the further spread of this pest and sets forth: definitions, regulated articles, regulated areas, conditions of movement, violations and penalties, and special exemptions. The Purchaser must comply with this quarantine. Contact the MDA for further information.

7.5 - Loss

7.5.1 - Deteriorating timber (7/09)

The sale area has received damage from Spruce budworm. 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 7/25/2016 1:32:56PM

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Page 2	20 of 26
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BID

GWINN MANAGEMENT UNIT GWINN OFFICE

bear lake sale (32-113-16) T45N, R27W, SEC. 22; Marquette COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on August 15, 2016, 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 VO	ATED VOLUME* ADVERTISED PRICE		BID PRICE	
Pulpwood					
Balsam Fir	41.00 Cd	ords \$	26.15/Cord	\$	
Black Spruce	130.00 Cd	ords \$	25.50/Cord	\$	
Jack Pine	16.00 Cd	ords \$	33.15/Cord	\$	
Paper Birch	46.00 Co	ords \$	45.35/Cord	\$	
Quaking Aspen	46.00 Cd	ords \$	38.50/Cord	\$	
Red Maple	48.00 Cd	ords \$	20.05/Cord	\$	

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Qual	king Aspen	46.00	Cords	\$	38.50/Cord	\$	
Red	Maple	48.00	Cords	\$	20.05/Cord	\$	
In additio	n, the successful bidder agree	es to purchase	the following	species at the	e indicated advertis	ed price for a total value of \$58	3.95 :
PRODUC Pulpwood	TS & SPECIES	ESTIMATED	VOLUME*	ADV	ERTISED PRICE		
•	arack	3.00	Cords	\$	19.65/Cord		
	mes are statistically estimated nent. Prospective bidders are	•	, , ,	•		volumes are final and not sub tes of quantity and quality.	ject
rejected.	and that any or all bids may be I also understand that conside act based upon equipment an	eration and awa	arding a contr	act will be ba		bid or the bid form may be performance and ability to com	plete
	FEDERAL ID:		or SOCIAL SI	ECURITY NU	JMBER:		
	Company or individual biddin	ng:					
	Company representative's n	ame:					
	Address:						

IF AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.

State:

Individual or company representative's signature:		Date:
Phone number:	Email (ontional):	

Zip:_

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



Michigan Department of Natural Resources Forest Resources 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 5 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 twenty-one (21) days of the contract award and prior to the	Exclusion or Certificate of Insurance must be submitted within issuance of the timber sale contract.			
•	All Information must be typed or printed except for written signatures.				
Ple	lease Check Appropriate Categories:				
1.	 My business is organized as (you must check one of the boxes below): A. □ Sole Proprietorship (individual) B. □ Partnership C. □ Corporation 				
2.	 You must check one of the boxes below: A. I certify 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 my business has satisfied its o bligation 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 my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty-one (21) days of the contract award. 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. Full-time Employees				
Nan	ame of Business	Federal ID (or) Social Security No.			
Add	Idress	Telephone ()			
City	ty State	ZIP			
in f	nereby certify that the above information is true and correct. factors affecting my coverage during any of my present and Signature of Owner or Authorized Representative	I agree to notify the Michigan DNR of any changes that occur future operations.			
Ī	Title	Date			

Please complete the "SEALED BID" information on the next page

PR 4031-5 (Rev. 10/30/2012)

FEDERAL ID:

BID

GWINN MANAGEMENT UNIT GWINN OFFICE

Bear Lake Mix Sale (32-115-16)

T45N, R27W, SEC. 22; T45N, R27W, SEC. 27; Marguette COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on August 15, 2016, 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 Sawtimber	ESTIMATED VOLUME*	<u>AD</u>	VERTISED PRICE	BID PRICE
Red Oak	21.00 MBF	\$	209.00/MBF	\$
Pulpwood				
Balsam Fir	220.00 Cords	\$	26.15/Cord	\$
Mixed Hardwood	559.00 Cords	\$	33.45/Cord	\$
Paper Birch	492.00 Cords	\$	45.35/Cord	\$
Quaking Aspen	194.00 Cords	\$	38.50/Cord	\$
Tamarack	230.00 Cords	\$	19.65/Cord	\$

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$2,406.00:

PRODUCTS & SPECIES Pulpwood	ESTIMATED VC	DLUME*	AD'	VERTISED PRICE
Black Spruce	15.00 Co	ords	\$	25.50/Cord
Jack Pine	37.00 Cd	ords	\$	33.15/Cord
White Spruce	33.00 Cd	ords	\$	24.15/Cord

*The volumes are statistically estimated within plus (+) or minus (-) 13.40 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.

		· 		
	Company or individual bidding:			
	Company representative's name:			
	Address:			
	City:	State:	Zip:	
F AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.				
Individual	or company representative's signatu	re:		Date:
Dhone nu	mhor:	Email (ontional):	

or SOCIAL SECURITY NUMBER:

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 Forest Resources 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 (Morker's Compensation) and

	Part 5 of Act 451 of 1994, as ame		iu .	
VE	RIFICATION OF WORKER'S DISABILITY C	OMPENSAT	ION ACT COMP	PLIANCE
•	This verification must be completed and subralle contract.	mitted within 2	21 days of contra	act award and prior to the issuance of the timber
•	In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract.			
•	All Information must be typed or printed exce	pt for written	signatures.	
Ple	ease Check Appropriate Categories:			
1.	My business is organized as (you must chec	ck <u>one</u> of the	boxes below):	
	A. ☐ Sole Proprietorship (individual)			
	B. Partnership			
	C. Corporation			
2.	You must check <u>one</u> of the boxes below:			
	A. I certify my business is a sole proprietorshi Worker's Compensation Laws.	p and it has no	employees but th	e sole proprietor. I am not subject to the
B. I certify my business has satisfied its o bligation to the Wo Exclusion (BWC-337, Rev. 5/96). I will provide a copy of questions or a copy of the BWC-337, please call the World Company of the BWC-337.			the Notice of Excl	usion within 21 days of the contract award. (For
	C. I certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty-one (21) days of the contract award.			
3.	If you have checked item 2(A) or 2(B), you than yourself, including family members and			f both full-time and part-time employees, other must enter "0").
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	r un une Employ	CC3		r art ame Employees
Nam	ne of Business		Federal ID (or) So	ocial Security No.
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	ereby certify that the above information is true actors affecting my coverage during any of my			the Michigan DNR of any changes that occur
11 10	actors affecting my coverage during any or my	present and	ruture operation	13.
_				
S	Signature of Owner or Authorized Representative			

Please complete the "SEALED BID" information on the next page

Date

BID

GWINN MANAGEMENT UNIT GWINN OFFICE

BEAR LAKE ASPEN (32-114-16)

T45N, R27W, SEC. 22; T45N, R27W, SEC. 27; Marquette COUNTY

In response to the notice of sale to for the following forest products to forms may be rejected.	·	,	•	•	• • • • • • • • • • • • • • • • • • • •	,
PRODUCTS & SPECIES Pulpwood	<u>ESTIMATED</u>	VOLUME*	<u>AD</u>	VERTISED PRICE	BID PRICE	
Balsam Fir	226.00	Cords	\$	26.15/Cord	\$	
Quaking Aspen	1,494.00	Cords	\$	38.50/Cord	\$	
In addition, the successful bidder a	grees to purchase	the following s	pecies at tl	he indicated advertise	ed price for a total value o	f \$5,152.20 :
PRODUCTS & SPECIES	<u>ESTIMATED</u>	VOLUME*	<u>AD</u>	VERTISED PRICE		
Pulpwood Mixed Hardwood	22.00	Cordo	•	22.45.00		
Paper Birch		Cords Cords	\$	33.45/Cord 45.35/Cord		
White Spruce	104.00		\$ \$	45.35/Cord 24.15/Cord		
to adjustment. Prospective bidders I understand that any or all bids ma rejected. I also understand that cor the contract based upon equipmen	ay be rejected. All lasideration and awa	oids must be s arding a contra	igned and a	all bid items must be	bid or the bid form may b	e
FEDERAL ID: Company or individual b	idding:	or SOCIAL SE	CURITY N			
Company representative Address:						
City:						
IF AVAILABLE, PLEASE PLACE T	HE PERSONALIZE	ED LABEL FRO	OM YOUR	PROSPECTUS IN TI	HE ABOVE BOX.	
Individual or company representati	ve's signature:				Date:	
Phone number :		Ema	il (optional)):		



Michigan Department of Natural Resources Forest Resources Division

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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

As required by Act 317, P.A. 1969 (Worker's Compensation) and Part 5 of Act 451 of 1994, as amended.

one (21) 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 twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract. All Information must be typed or printed except for written signatures. Please Check Appropriate Categories: My business is organized as (you must check one of the boxes below): A. □ Sole Proprietorship (individual) B. □ Partnership C. □ Corporation You must check one of the boxes below: A. □ I certify 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 my business has satisfied its o bligation 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

C. I certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty-

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

questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).

than yourself, including family members and active partners (if none, you must enter "0").

Full-time E	mployees	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 in factors affecting my coverage during any Signature of Owner or Authorized Representative		I agree to notify the Michigan DNR of any changes that occur future operations.	
Title		Date	

Please complete the "SEALED BID" information on the next page

PR 4031-5 (Rev. 10/30/2012)