



**DEPARTMENT OF NATURAL RESOURCES  
STATE OF MICHIGAN**

**TIMBER SALE PROSPECTUS #5658**

SCHEDULED SALE DATE AND TIME: 3:00 p.m. (local time) on July 25, 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:

YELLOW ROCK ASH (32-007-16) / T43N, R26W, SEC. 08, SENW, SWNE.

Marquette County, Advertised Price \$8,350.45, 25.0 Acres, Hardwood, Sugar Maple.

SALE NOTE: Note Spec 5.2.3.2 - Operating restrictions and Spec 4.4.1 - Private property access

Access may be through private land.

438 SBW (32-009-16) / T44N, R26W, SEC. 24, S1/2SE SESW.

T44N, R26W, SEC. 25, N1/2NE NENW.

Marquette County, Advertised Price \$39,935.00, 53.0 Acres, Hardwood, Spruce/Fir/Tamarack.

SALE NOTE: Sale contains Spruce budworm.

NORTHLAND SBW (32-010-16) / T43N, R26W, SEC. 21, SWSW, NESW.

Marquette County, Advertised Price \$16,354.45, 23.0 Acres, Aspen, Spruce/Fir/Tamarack.

SALE NOTE: Sale contains Spruce budworm.

## 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 July 25, 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](http://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](http://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

YELLOW ROCK ASH (32-007-16)

T43N, R26W, SEC. 08.

Marquette County (Advertised Price \$8,350.45)

SALE NOTE: Note Spec 5.2.3.2 - Operating restrictions and Spec 4.4.1 - Private property access

Access may be through private 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:

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>
Sawtimber		
Sugar Maple	11.40 MBF	\$ 369.00 / MBF
White Ash	19.10 MBF	\$ 100.00 / MBF
Pulpwood		
Mixed Hardwood	61.00 Cords	\$ 34.05 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$156.80:

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>
Sawtimber		
Basswood	1.60 MBF	\$ 98.00 / MBF

\* The total volume is statistically estimated within plus (+) or minus (-) 45.35 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 \$420.00 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 remainder is due before cutting begins.
4. If no cutting takes place, the 10% down payment will not be refunded.
5. Operations on the contract issued will terminate on 05/31/2018.

## Sale Specific Conditions & Requirements

Sale Name: YELLOW ROCK ASH

Sale Number: 32-007-16 Seq#: 1

### 1 - Sale Area

#### 1.2 - Boundaries

##### 1.2.1 - Painted boundaries (1/14)

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.

### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1, trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. No other trees are to be cut.

#### 2.2 - Utilization

##### 2.2.4 - Skidding length (2/14)

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

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

Within Payment Unit(s) 1, chipping of the bole, 5-inches in diameter or greater, is allowed. No chipping of limbs or tops is permitted. Limbs and the remaining top must be left on site and scattered.

### 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 25% of the tree seedlings or saplings (1/4" to 4.5" DBH) within a specified portion of the sale area are damaged, liquidated damages will be assessed at \$100 per acre for all acreage within that specified portion of the sale area that was damaged.

### 4 - Transportation

#### 4.1 - Construction

##### 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.

##### 4.1.12 - 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 warm winter weather conditions.

#### 4.4 - Access

##### 4.4.1 - Private property access (3/11)

Permission for access across private land is the responsibility of the Purchaser. The sale administrator has the landowner contact information. A copy of the written permission from the private landowner must be given to the Unit Manager within 30 days prior to the beginning of operations.

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

The access gate must be locked at the completion of each day unless otherwise approved by the Unit Manager or his/her representative.

## 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 5 days in advance to schedule the conference.

### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

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

No trees are to be felled outside the sale area and all slash is to be kept at least 30 feet back from the blue paint line. In addition, slash shall be dispersed throughout the sale and not allowed to accumulate at the landings.

#### 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

##### 5.2.3.2 - Operating restrictions (9/11)

Within Payment Unit(s) 1, cutting, skidding, and hauling are limited to the period of Dec 1 to April 15. This restriction is necessary because frozen conditions are required to operate within the sale.

#### 5.2.31 - Landing locations (9/13)

Landing size and locations must be approved by the Unit Manager or his/her representative. 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.

## 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.





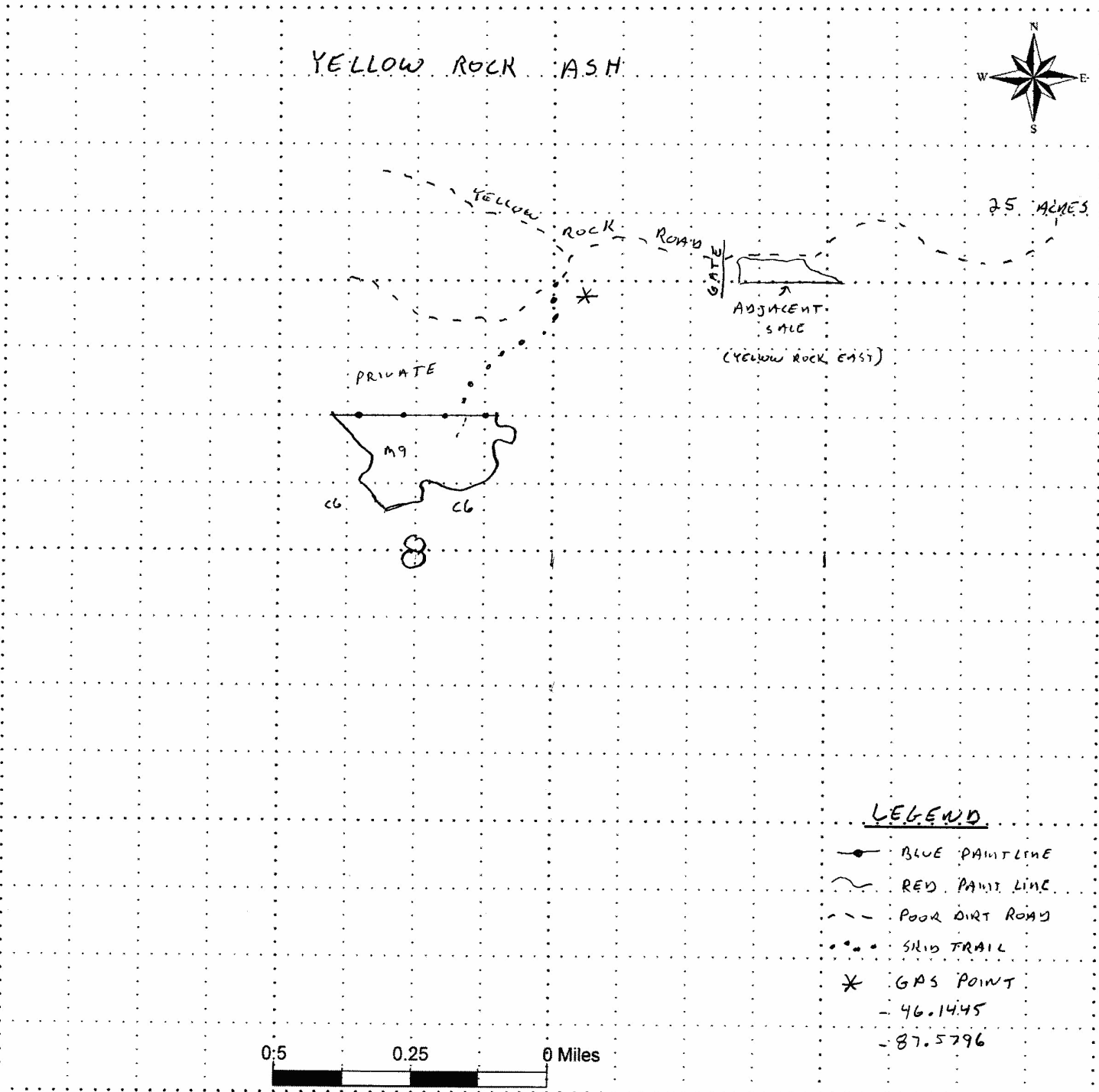
Sale Number	Year
32-007-16-01	2016

# TIMBER SALE MAP

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

Forest Management Unit Gwinn	County Marquette	Mapped By LaBumbard	Date 1/7/16	Page 1
Township 43 N	Range 26 W	Section(s) and Subdivision(s) SEC 8 SENW, SWNE		

Cover Type				Density	
A = Aspen	J = Jack Pine	O = Oak	U = Upland Brush	0 = Non Stocked	5 = Pole Timber Medium
B = Paper Birch	K = Rock	P = Lowland Poplar	UM = Upland Mix Forest	1 = Seedling Sapling Poor	6 = Pole Timber Well
C = Cedar	L = Lowland Brush	Q = Mixed Swamp Conifer	V = Bog or Marsh	2 = Seedling Sapling Medium	7 = Saw Timber Poor
D = Tread Bog	LM = Lowland Mix Forest	R = Red Pine	W = White Pine	3 = Seedling Sapling Well	8 = Saw Timber Medium
E = Swamp Hardwoods	M = Maple, Beech, Birch	S = Black Spruce	X = Non Stocked	4 = Pole Timber Poor	9 = Saw Timber Well
F = Spruce/Fir	MC = Mixed Conifer	T = Tamarack	Y = Sand		
G = Grass	MD = Mixed Deciduous		Z = Water		
H = Hemlock	N = Marsh				





## TIMBER SALE INFORMATION

438 SBW (32-009-16)

T44N, R26W, SEC. 24; T44N, R26W, SEC. 25.  
Marquette County (Advertised Price \$39,935.00)

SALE NOTE: Sale contains Spruce budworm.

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:

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>
Pulpwood		
Balsam Fir	350.00 Cords	\$ 26.15 / Cord
Mixed Hardwood	481.00 Cords	\$ 33.45 / Cord
Paper Birch	65.00 Cords	\$ 45.35 / Cord
Quaking Aspen	216.00 Cords	\$ 38.50 / Cord
White Spruce	142.00 Cords	\$ 24.15 / Cord

\* The total volume is statistically estimated within plus (+) or minus (-) 12.25 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 \$2,000.00 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 05/31/2018.

## Sale Specific Conditions & Requirements

Sale Name: 438 SBW

Sale Number: 32-009-16 Seq#: 1

### 1 - Sale Area

#### 1.2 - Boundaries

##### 1.2.1 - Painted boundaries (1/14)

The sale boundary is marked and identified by red paint. The painted exterior 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 and 2, cut all trees which meet minimum piece specifications in 2.2 Utilization. Exceptions: do not cut any white pine, cedar, hemlock, yellow birch and cherry. In addition, do not cut any leave trees marked with orange paint.

#### 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.

### 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

##### 5.2.1.2 - 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 county road 438.

##### 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 County Road 438 prior to beginning operations. The road must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

## 7 - Other Conditions

### 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.



# TIMBER SALE MAP

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

Sale Number	Year
32-009-16-01	2016

Forest Management Unit Gwinn	County Marquette	Mapped By LaBumbard	Date 2/8/16	Page 1	of 1
Township 44 N	Range 26 W	Section(s) and Subdivision(s) SEC 24 S 1/2 SE SE SW, SEC 25 N 1/2 NE, NENEW			
		Cruised By LAGUMARU, TRAVIS			

Cover Type				Density	
A = Aspen	J = Jack Pine	O = Oak	U = Upland Brush	0 = Non Stocked	5 = Pole Timber Medium
B = Paper Birch	K = Rock	P = Lowland Poplar	UM = Upland Mix Forest	1 = Seedling Sapling Poor	6 = Pole Timber Well
C = Cedar	L = Lowland Brush	Q = Mixed Swamp Conifer	V = Bog or Marsh	2 = Seedling Sapling Medium	7 = Saw Timber Poor
D = Treed Bog	LM = Lowland Mix Forest	R = Red Pine	W = White Pine	3 = Seedling Sapling Well	8 = Saw Timber Medium
E = Swamp Hardwoods	M = Maple, Beech, Birch	S = Black Spruce	X = Non Stocked	4 = Pole Timber Poor	9 = Saw Timber Well
F = Spruce/Fir	MC = Mixed Conifer	T = Tamarack	Y = Sand		
G = Grass	MD = Mixed Deciduous		Z = Water		
H = Hemlock	N = Marsh				

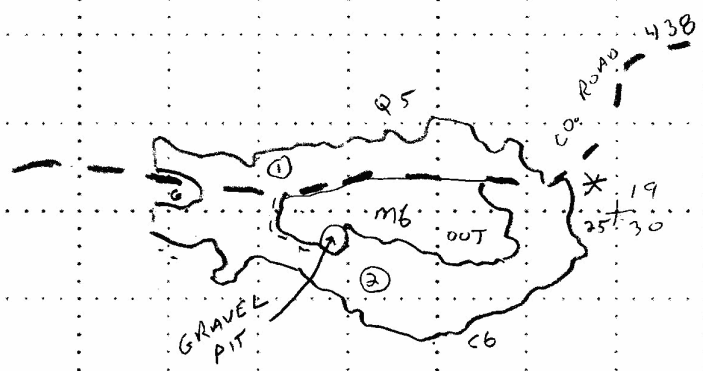
438 SBW



53 ACRES

2.4

23 24  
85

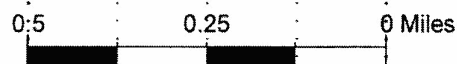


UNIT 1 - 22 AC  
 UNIT 2 - 31 AC

2.5

### LEGEND

- ~ RED PAINT LINE
- ①, ② PAYMENT UNIT #
- COUNTY ROAD 438
- - - POOR DIRT ROAD
- \* GPS POINT



46.1886  
 87.4933

TIMBER SALE INFORMATION

NORTHLAND SBW (32-010-16)  
T43N, R26W, SEC. 21.  
Marquette County (Advertised Price \$16,354.45)

SALE NOTE: Sale contains Spruce budworm.

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:

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>
Pulpwood		
Balsam Fir	58.00 Cords	\$ 26.15 / Cord
Quaking Aspen	285.00 Cords	\$ 38.50 / Cord
White Spruce	147.00 Cords	\$ 24.15 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$315.20:

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>
Pulpwood		
Mixed Hardwood	4.00 Cords	\$ 33.45 / Cord
Paper Birch	4.00 Cords	\$ 45.35 / Cord

\* The total volume is statistically estimated within plus (+) or minus (-) 15.98 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 \$818.00 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 05/31/2018.

## Sale Specific Conditions & Requirements

Sale Name: NORTHLAND SBW

Sale Number: 32-010-16 Seq#: 1

### 1 - Sale Area

#### 1.2 - Boundaries

##### 1.2.1 - Painted boundaries (1/14)

The sale boundary is marked and identified by blue and red paint, with the exception of the southern boundary of Payment Unit 1, which is Ross Grade rd. The painted exterior 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 and 2, cut all trees which meet minimum piece specifications in 2.2 Utilization. Exceptions: do not cut any white pine, red pine, cedar, hemlock, yellow birch and cherry.

#### 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.

### 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.

#### 5.2.31 - 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.

#### 5.4.6 - Wet area protection (5/10)

No harvesting operations, including skidding and felling, are to take place within the vernal pond area. The vernal pond is outlined with red paint and its location shown on the timbersale map. When harvesting occurs, there should be no disturbance to the vernal pond depression. All equipment, trees and tops should be kept out of this area. Within 100 feet of the pond, equipment should only be used when the soil is in a dry or frozen condition. Care must be taken by the Purchaser to identify and avoid operating in these areas of the timber sale.

### 5.8 - Protection of Endangered Species

#### 5.8.5 - Protection of raptor nests (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 Ross Grade rd. 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.



# TIMBER SALE MAP

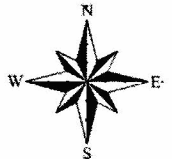
This information provided by authority of Part 525, 1994 PA 451, as amended.

32-010-16-01

2016

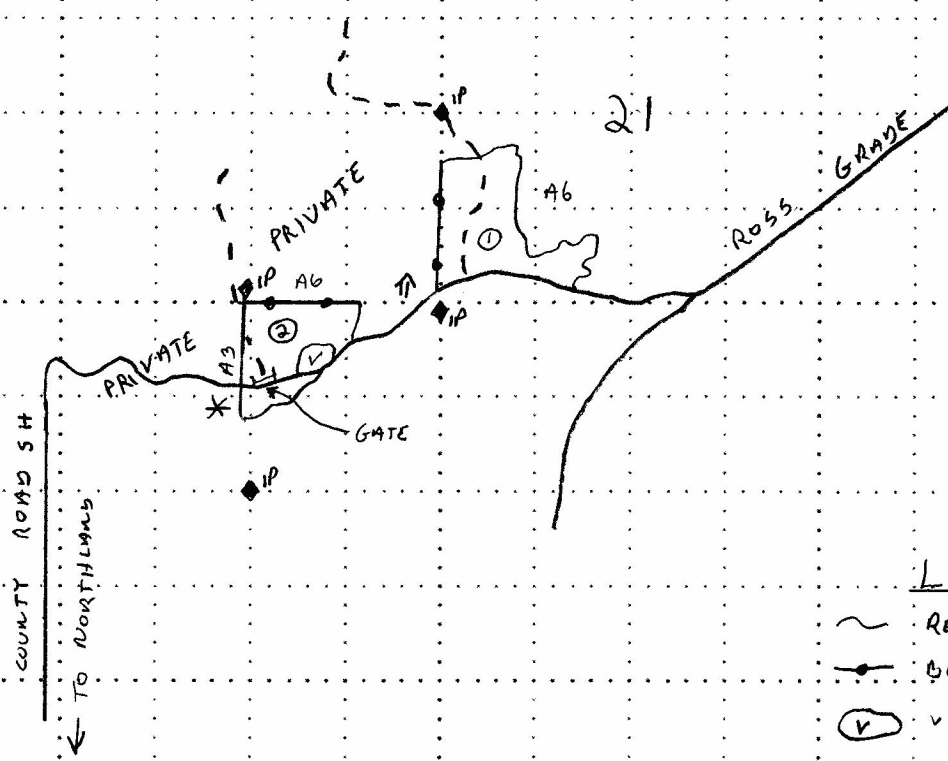
Forest Management Unit <b>Gwinn</b>		County <b>Marquette</b>	Mapped By <b>LaBumbard</b>	Date <b>3/10/16</b>	Page <b>1</b>	of <b>1</b>
Township <b>43N</b>	Range <b>26W</b>	Section(s) and Subdivision(s) <b>SEC 21 SWSW, NESW</b>				
Cover Type			Density			
A = Aspen	J = Jack Pine	O = Oak	U = Upland Brush	0 = Non Stocked	5 = Pole Timber Medium	
B = Paper Birch	K = Rock	P = Lowland Poplar	UM = Upland Mix Forest	1 = Seedling Sapling Poor	6 = Pole Timber Well	
C = Cedar	L = Lowland Brush	Q = Mixed Swamp Conifer	V = Bog or Marsh	2 = Seedling Sapling Medium	7 = Saw Timber Poor	
D = Treed Bog	LM = Lowland Mix Forest	R = Red Pine	W = White Pine	3 = Seedling Sapling Well	8 = Saw Timber Medium	
E = Swamp Hardwoods	M = Maple, Beech, Birch	S = Black Spruce	X = Non Stocked	4 = Pole Timber Poor	9 = Saw Timber Well	
F = Spruce/Fir	MC = Mixed Conifer	T = Tamarack	Y = Sand			
G = Grass	MD = Mixed Deciduous	Z = Water				
H = Hemlock	N = Marsh					

NORTHLAND SBW



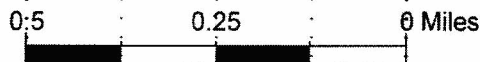
23 ACRES

U-1 14 AC  
U-2 9 AC



## LEGEND

- RED PAINT LINE
- BLUE PAINT LINE
- VERNAL POND
- POOR DIRT ROAD
- CAMP
- GATE (IN TRESPASS)
- PAYMENT UNIT
- GPS POINT  
461033  
87.5751





YELLOW ROCK ASH (32-007-16)  
T43N, R26W, SEC. 08; Marquette COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on July 25, 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.

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED VOLUME*</u>	<u>ADVERTISED PRICE</u>	<u>BID PRICE</u>
Sawtimber			
Sugar Maple	11.40 MBF	\$ 369.00/MBF	\$ _____
White Ash	19.10 MBF	\$ 100.00/MBF	\$ _____
Pulpwood			
Mixed Hardwood	61.00 Cords	\$ 34.05/Cord	\$ _____

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$156.80 :

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED VOLUME*</u>	<u>ADVERTISED PRICE</u>
Sawtimber		
Basswood	1.60 MBF	\$ 98.00/MBF

\*The volumes are statistically estimated within plus (+) or minus (-) 45.35 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 SOCIAL SECURITY NUMBER: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

Company or individual bidding: \_\_\_\_\_

Company representative's name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

Individual or company representative's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Phone number : \_\_\_\_\_ Email (optional): \_\_\_\_\_

**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**



<b>FOR DEPARTMENT USE ONLY</b>	
Sale Number (XX - XXX - XX - XX)	
Forest Management Unit:	

# TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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 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:

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 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 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 **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 DNR of any changes that occur in factors affecting my coverage during any of my present and future operations.*

\_\_\_\_\_  
Signature of Owner or Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

438 SBW (32-009-16)

T44N, R26W, SEC. 24; T44N, R26W, SEC. 25; Marquette COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on July 25, 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.

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED VOLUME*</u>	<u>ADVERTISED PRICE</u>	<u>BID PRICE</u>
Pulpwood			
Balsam Fir	350.00 Cords	\$ 26.15/Cord	\$ _____
Mixed Hardwood	481.00 Cords	\$ 33.45/Cord	\$ _____
Paper Birch	65.00 Cords	\$ 45.35/Cord	\$ _____
Quaking Aspen	216.00 Cords	\$ 38.50/Cord	\$ _____
White Spruce	142.00 Cords	\$ 24.15/Cord	\$ _____

\*The volumes are statistically estimated within plus (+) or minus (-) 12.25 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 SOCIAL SECURITY NUMBER: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Company or individual bidding: \_\_\_\_\_

Company representative's name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

Individual or company representative's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Phone number : \_\_\_\_\_ Email (optional): \_\_\_\_\_

**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**



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

## TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

*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

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  - 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 **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 DNR of any changes that occur in factors affecting my coverage during any of my present and future operations.*

\_\_\_\_\_  
Signature of Owner or Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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



NORTHLAND SBW (32-010-16)  
T43N, R26W, SEC. 21; Marquette COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on July 25, 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.

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED VOLUME*</u>	<u>ADVERTISED PRICE</u>	<u>BID PRICE</u>
Pulpwood			
Balsam Fir	58.00 Cords	\$ 26.15/Cord	\$ _____
Quaking Aspen	285.00 Cords	\$ 38.50/Cord	\$ _____
White Spruce	147.00 Cords	\$ 24.15/Cord	\$ _____

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$315.20 :

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED VOLUME*</u>	<u>ADVERTISED PRICE</u>
Pulpwood		
Mixed Hardwood	4.00 Cords	\$ 33.45/Cord
Paper Birch	4.00 Cords	\$ 45.35/Cord

\*The volumes are statistically estimated within plus (+) or minus (-) 15.98 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 SOCIAL SECURITY NUMBER: \_\_\_\_\_

Company or individual bidding: \_\_\_\_\_

Company representative's name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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**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**



<b>FOR DEPARTMENT USE ONLY</b>
Sale Number (XX - XXX - XX - XX)
Forest Management Unit:

## TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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\_\_\_\_\_ 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 DNR of any changes that occur in factors affecting my coverage during any of my present and future operations.*

\_\_\_\_\_  
Signature of Owner or Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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