



DEPARTMENT OF NATURAL RESOURCES  
STATE OF MICHIGAN

TIMBER SALE PROSPECTUS

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

PBR SOUTH / T44N, R26W, SEC. 23, SE1/4.  
MARQUETTE County (Appr. \$14,078.25)

WEST CHANDLER MIX / T44N, R26W, SEC. 26, SWSW.  
T44N, R26W, SEC. 27, E1/2.  
MARQUETTE County (Appr. \$17,251.67)

ESC RIVER MIX / T43N, R25W, SEC. 10, SENE, NESE.  
T43N, R25W, SEC. 11, SW1/4.  
MARQUETTE County (Appr. \$12,035.20)

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SALE DATE AND TIME: 3:00 p.m. on April 20, 2009.

**GWINN**



BID INSTRUCTIONS (Ver. 06/23/2008):

1. Bid Location, Date, and Time: Bids must be received by the Unit Manager, Gwinn Management Unit, 410 West M-35, Gwinn, MI 49841, no later than 3:00 p.m. on April 20, 2009. For further information concerning this sale, contact the Unit Manager at 906-346-9201.
2. Bidder's Qualifications: Purchaser shall obtain workers compensation insurance to cover claims under Michigan's Worker's Disability Compensation Act of 1969 or similar employee benefit act of any other state applicable to an employee. If all or part of a timber sale was prepared by a private contractor, that contractor and that contractor's company are not permitted to bid on the timber sale contract. Bids will not be accepted from individuals or companies appearing on the DNR/FMFM 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: Bids shall be manually signed in ink; bid prices must be entered for each species and product in the Bid Price column for all material subject to bidding; and all fill-in blanks must be completed. If erasures or other changes appear on the forms, each erasure or change must be initialed by the person signing the bid.
4. Submission of Sealed Bids: Bid forms may be obtained from the Unit Manager. All bids must be submitted on the bid form and in an envelope clearly identified as described in this section. NOTE: Only one bid form per bid envelope. Sealed bids must be submitted to the Unit office designated in the prospectus and must be submitted at or prior to the time established in the prospectus. The envelope should show on the outside (a) that it is a "Bid for Timber," and (b) the sale name or number, and (c) the date and time of bid opening as shown in the prospectus. Bids received after the time specified in the sale prospectus are late bids and will be rejected.
5. Public Opening of Sealed Bids: If conditions permit, the sealed bids will be publicly opened and posted at the time and place set in the prospectus.
6. Award of Contract: 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: 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: 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: Additional conditions and requirements common to all timber sales are listed on the timber sale contract (R4031) and are available on line at [www.michigan.gov/dnr](http://www.michigan.gov/dnr). Contact the Unit Manager for additional information or a sample contract. Within 21 days of the date of the award letter, the bidder must sign the contract and provide the required down payment, performance security, and verification of worker's disability compensation. The down payment and performance security shall be in accordance with the provisions of the timber sale contract, in the sums stated in this prospectus. If these actions are not taken, then the Bidder, the Bidder's corporation, and the corporation's principals may not be permitted to bid on State timber sales for a period of 1 year. In addition, the Bidder certifies that if awarded this contract, the Bidder will complete the timber sale contract in accordance with its terms and any modifications thereof including requirements to purchase, cut, and remove the included timber by the termination date.

10. Disclaimer of Estimates and Bidder's Warranty of Inspection: 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: 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-090N and the Sustainable Forestry Initiative (SFI) - Certificate # NSF-SFIS-5Y031-S1. Forest products from this sale may be delivered to the mill as "FSC and / or SFI certified" as long as the contractor hauling the forest products is chain-of-custody (COC) certified or covered under a COC certificate from the destination mill. The purchaser is responsible for maintaining COC after leaving the sale area.

REBECCA A. HUMPHRIES  
Director

PBR SOUTH (002-08-01)

A timber sale contract for this LUMP SUM SEALED timber sale will be awarded the responsible bidder offering the highest sealed bid price. Bids must be at or above the following appraised price for each species:

<u>SPECIES</u>	<u>ESTIMATED VOLUME*</u>	<u>APPRAISED PRICE</u>
PULPWOOD		
P. BIRCH	192.50 CORDS	\$ 14.35/CORD
Q. ASPEN	112.10 CORDS	\$ 19.40/CORD
BALSAM FIR	98.70 CORDS	\$ 21.90/CORD
W. SPRUCE	144.00 CORDS	\$ 16.30/CORD
MIX HARDWD	298.80 CORDS	\$ 15.00/CORD

In addition, the successful bidder agrees to purchase the following species at the indicated appraised price:

<u>SPECIES</u>	<u>ESTIMATED VOLUME*</u>	<u>APPRAISED PRICE</u>
SAWLOGS		
SUG. MAPLE	.70 MBF	\$ 205.00/MBF
RED MAPLE	.10 MBF	\$ 69.00/MBF

\*The volumes are statistically estimated within plus (+) or minus (-) 21.08 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

BOND AND PAYMENT SCHEDULE:

1. A bond in the amount of \$704.00 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 may be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
  - (c) Payment for each of the following units must be made before cutting begins in that unit:

<u>PAYMENT UNIT NUMBER</u>	<u>PERCENT OF TOTAL SALE VALUE</u>
1	37%
2	48%
3	15%
4. If no cutting takes place, the 10% down payment will not be refunded.
5. Operations on the contract issued will terminate on May 31, 2012.



### TIMBER SALE MAP

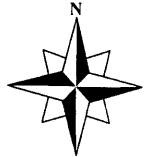
This information provided by authority of Part 525 of Act 451, PA 1994, as amended.

Sale Number	Year
32-02-08-01	2008
Date	Page of
10/08/08	

Forest Management Unit	County	Mapped By
Gwinn	52	LaBumbard
Township	Range	Section(s) and Subdivision(s)
44N	26W	Sec. 23 SE
		Cruised By
		LaBumbard, Mohlman

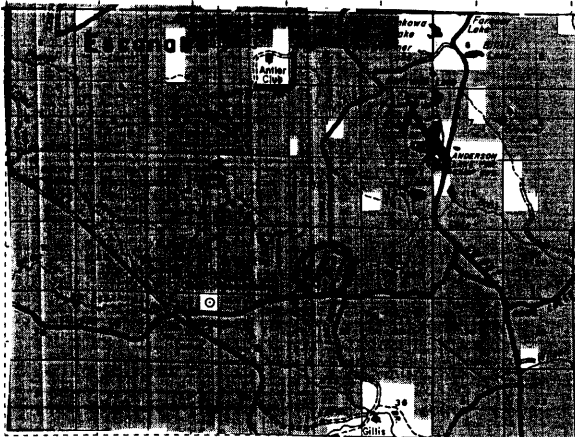
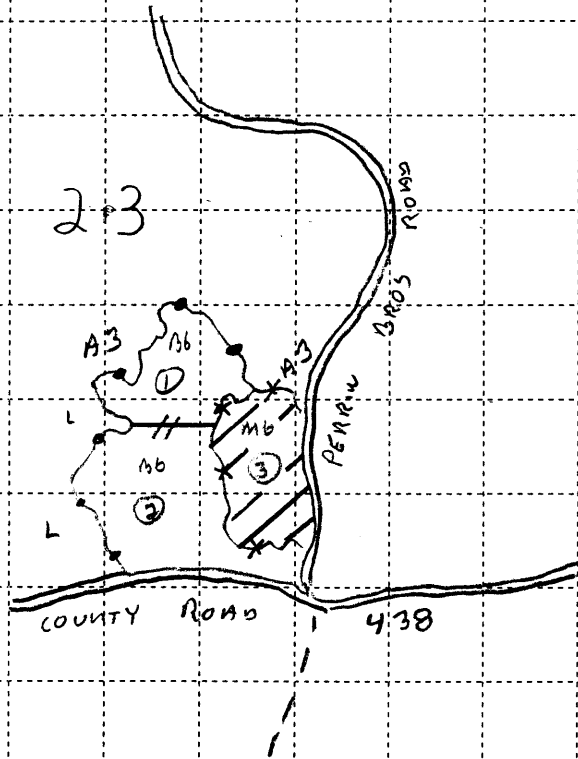
Scale: [...4 inches.....] = 1 mile

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



50 ACRES

PBR SOUTH



#### LEGEND

- RED PAINT LINE
- RED "I" LINE
- RED "X" LINE
- PAYMENT UNIT #
- SELECT CUT AREA 14 AC
- CLEAR CUT AREA 36 AC

## Sale Specific Conditions & Requirements

**Sale Name: Pbr South    Sale Number: 32-002-08-01**

### 1 - Sale Area

#### 1.2 - Boundaries

##### 1.2.1 - Painted boundaries (6/05)

The sale boundary is marked and identified by red paint. The unit boundaries are marked by red double slash and red "x" lines.

### 2 - Timber Specifications

#### 2.1 - Included Timber

##### 2.1.1 - Clearcut unit(s) with unmerchantable trees (2/04)

Within Payment Unit(s) 1 and 2, cut all trees that are four (4) inches or more in diameter measured at a point of four and one-half (4-1/2) feet above ground level regardless of merchantability. Exceptions: Do not cut any White Pine, Red Pine, Cedar, Hemlock, Red oak, and green painted trees, if present.

##### 2.1.3 - Cut tree marked unit(s) (8/04)

Within Payment Unit(s) 3, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

### 3 - Payments

#### 3.4 - Damaged Timber

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

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured. In addition, extreme care should be taken to avoid damage to tree seedlings and saplings. Damage to residual trees (defined as breaking of the cambium layer, broken tops or bending of trees from their natural position) is not acceptable.

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 per acre for all acreage within that specified portion of the sale area that was damaged.

No damage is acceptable to merchantable trees. Within the sale area, if more than 5% of trees (> 4.5" DBH) within a specified area of the sale are damaged, liquidated damages will be assessed for all trees damaged. Rates will be in accordance with General Condition and Requirement 3.4 Damaged Timber, or at a rate of \$50 per sawtimber tree and \$10 per pole sized tree, whichever is greater.

### 4 - Transportation

#### 4.1 - Construction

**Sale Name: Pbr South    Sale Number: 32-002-08-01**

**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.

**4.1.4 - Timber removed for construction (2/04)**

Trees cut or damaged in the process of a pre-approved road, landing or skid trail construction will be decked in an area separate from wood removed from the timber sale until such time as it is scaled and paid for.

**4.1.6 - Road construction (6/07)**

Construction of new roads or improvements of existing roads shall be done in such a way as to minimize the environmental and visual impacts. Merchantable trees shall be cut and utilized unless otherwise directed. Non-merchantable trees shall be severed and laid flat on the ground. Slash shall be scattered, and not left in windrows and kept a minimum of 10 feet back from the road edge. Stumps shall be set upright, not left on edge, and be moved at least 5 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

**4.1.7 - Road closure (4/07)**

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. In general, this will require constructing a four (4') foot high berm constructed of stumps and logs covered with earth. Temporary berms may be required if no sale activity occurs for 30 or more consecutive days. Contact the sale administrator for specific details of design and placement.

**4.2 - Maintenance**

**4.2.1 - Hauling restriction (3/07)**

Hauling may be restricted on forest roads by the Unit Manager or their representative. The restriction may occur during wet weather conditions.

**5 - Operations**

**5.1 - Notification**

**5.1.1 - Pre-sale conference (2/08)**

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations to determine landing and road locations, sale specifications, and certification requirements. The Unit Manager or their 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 5 feet back from the red paint line.

**5.2.1.7 - Slash must be scattered (2/04)**

Unless otherwise directed, slash and logging debris shall be uniformly scattered over the sale area and not left in piles or windrows. Slash shall not be allowed to accumulate at the landings. All slash work shall be done concurrently with harvesting.



**Sale Name: Pbr South    Sale Number: 32-002-08-01**

5.2.1.8 - Slash height (2/04)

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

**5.2.2 - Snags**

5.2.2.1 - Den trees (2/04)

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

**5.2.3 - Operating Restrictions**

5.2.3.1 - Operating restrictions (3/07)

Within Payment Unit(s) 1-3, unless changed by written agreement, cutting, skidding, and hauling are not permitted during the period of December 1 to April 1. This restriction is required because Perrin Bros Road is a designated snowmobile trail in winter. In addition, in unit 3, this restriction is extended to July 15 because of bark slippage and root compaction issues within the hardwood stand.

**7 - Other Conditions**

**7.2 - Extensions**

7.2.1 - One year extension (2/04)

Given justification, only one, 1 year extension may be granted if the contract has been paid for in full.



WEST CHANDLER MIX (008-09-01)

A timber sale contract for this LUMP SUM SEALED timber sale will be awarded the responsible bidder offering the highest sealed bid price. Bids must be at or above the following appraised price for each species:

<u>SPECIES</u>	<u>ESTIMATED VOLUME*</u>	<u>APPRAISED PRICE</u>
SAWLOGS		
SUG. MAPLE	9.90 MBF	\$ 249.00/MBF
PULPWOOD		
Q. ASPEN	241.50 CORDS	\$ 27.85/CORD
MIX HARDWD	462.20 CORDS	\$ 15.00/CORD

In addition, the successful bidder agrees to purchase the following species at the indicated appraised price:

<u>SPECIES</u>	<u>ESTIMATED VOLUME*</u>	<u>APPRAISED PRICE</u>
SAWLOGS		
RED MAPLE	.30 MBF	\$ 132.00/MBF
BASSWOOD	4.30 MBF	\$ 88.00/MBF
P. BIRCH	2.30 MBF	\$ 52.00/MBF
PULPWOOD		
BALSAM FIR	20.60 CORDS	\$ 28.65/CORD

\*The volumes are statistically estimated within plus (+) or minus (-) 17.94 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

BOND AND PAYMENT SCHEDULE:

1. A bond in the amount of \$865.00 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 may be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
  - (c) Payment for each of the following units must be made before cutting begins in that unit:

<u>PAYMENT UNIT NUMBER</u>	<u>PERCENT OF TOTAL SALE VALUE</u>
1	05%
2	19%
3	38%
4	13%
5	13%
6	12%

4. If no cutting takes place, the 10% down payment will not be refunded.
5. Operations on the contract issued will terminate on November 30, 2011.



# TIMBER SALE MAP

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

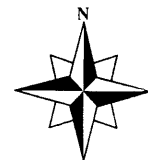
Sale Number	Year
32-08-09-01	2008

Forest Management Unit Gwinn	County 52	Mapped By LaBumbard	Date 12/22/08	Page of
		Cruised By LaBumbard, Mohlman		

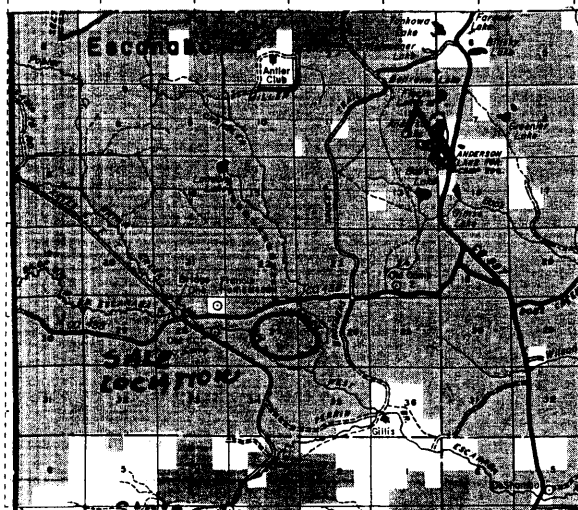
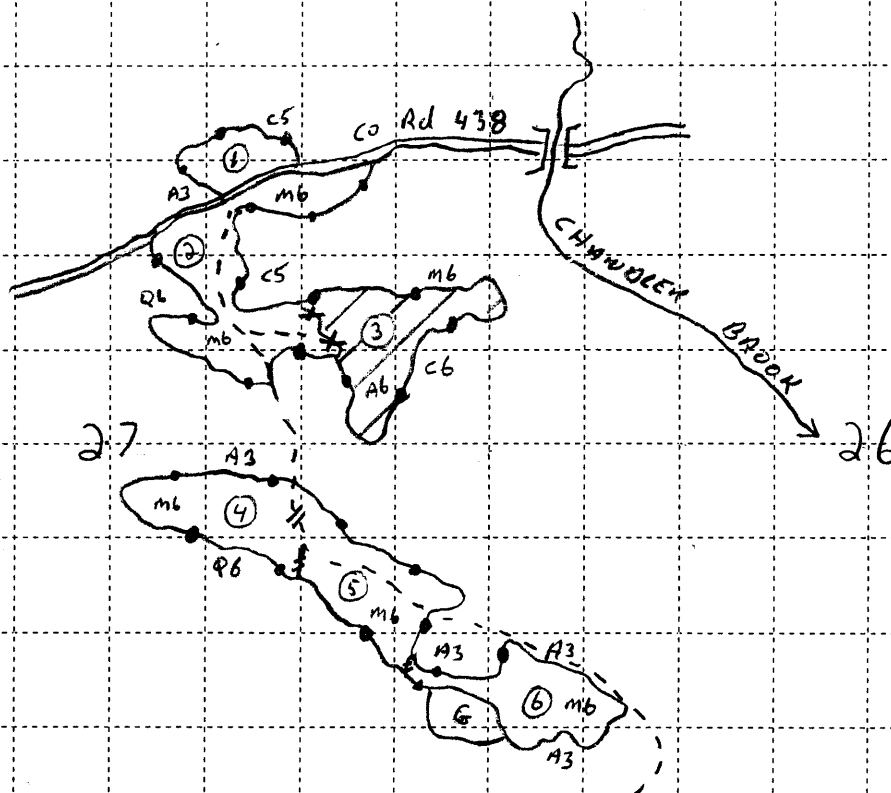
Township 44N	Range 26W	Section(s) and Subdivision(s) Sec. 26 SWSW Sec. 27 E1/2	Scale: [...4 inches.....] = 1 mile
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Cover Type				Density	
A = Aspen	H = Hemlock	P = Lowland Poplar	V = Bog or Marsh	0 = Non Stocked	5 = Pole Timber Medium
B = Paper Birch	J = Jack Pine	Q = Mixed Swamp Cnfr	W = White Pine	1 = Seedling Sapling Poor	6 = Pole Timber Well
C = Cedar	L = Lowland Brush	R = Red Pine	X = Non Stocked	2 = Seedling Sapling Medium	7 = Saw Timber Poor
E = Swamp Hdwoods	M = Mpl, Bch, Brch	S = Black Spruce	Z = Water	3 = Seedling Sapling Well	8 = Saw Timber Medium
F = Spruce Fir	N = Marsh	T = Tamarack		4 = Pole Timber Poor	9 = Saw Timber Well
G = Grass	O = Oak	U = Upland Brush			

## WEST CHANDLER MIX



81 ACRES



### LEGEND

- RED PAINT LINE
- RED "11" LINE
- RED "X" LINE
- PAYMENT UNIT #
- SELECT CUT UNITS 60 AC
- CLEARCUT UNITS 21 AC

## Sale Specific Conditions & Requirements

**Sale Name: West Chandler Mix    Sale Number: 32-008-09-01**

### 1 - Sale Area

#### 1.2 - Boundaries

##### 1.2.1 - Painted boundaries (6/05)

The sale boundary is marked and identified by red paint. The unit boundaries are marked by red double slash lines and 2 tracks, with the unit line between the marked hardwoods and aspen a red "x" line.

### 2 - Timber Specifications

#### 2.1 - Included Timber

##### 2.1.1 - Clearcut unit(s) with unmerchantable trees (2/04)

Within Payment Unit(s) 3, cut all trees that are four (4) inches or more in diameter measured at a point of four and one-half (4-1/2) feet above ground level regardless of merchantability. Exceptions: Do not cut any White Pine, Cedar, Hemlock, or White Spruce over 12" dbh.

##### 2.1.3 - Cut tree marked unit(s) (8/04)

Within Payment Unit(s) 1,2,4,5,6, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

#### 2.2 - Utilization

##### 2.2.4 - Skidding length (2/04)

Skidding of unlimbed tops or lengths over 17 feet is not permitted in units 1,2,4,5. is not permissible

##### 2.2.9 - No chipping permitted (4/08)

Within Payment Unit(s) 1,2,4,5,6 all wood must be removed with a roundwood operation. No chipping, including tree tops, is permitted.

### 3 - Payments

#### 3.4 - Damaged Timber

**Sale Name: West Chandler Mix    Sale Number: 32-008-09-01**

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

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured. In addition, extreme care should be taken to avoid damage to tree seedlings and saplings. Damage to residual trees (defined as breaking of the cambium layer, broken tops or bending of trees from their natural position) is not acceptable.

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 per acre for all acreage within that specified portion of the sale area that was damaged.

No damage is acceptable to merchantable trees. Within the sale area, if more than 5% of trees (> 4.5" DBH) within a specified area of the sale are damaged, liquidated damages will be assessed for all trees damaged. Rates will be in accordance with General Condition and Requirement 3.4 Damaged Timber, or at a rate of \$50 per sawtimber tree and \$10 per pole sized tree, whichever is greater.

**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.

**4.1.4 - Timber removed for construction (2/04)**

Trees cut or damaged in the process of a pre-approved road, landing or skid trail construction will be decked in an area separate from wood removed from the timber sale until such time as it is scaled and paid for.

**4.1.6 - Road construction (6/07)**

Construction of new roads or improvements of existing roads shall be done in such a way as to minimize the environmental and visual impacts. Merchantable trees shall be cut and utilized unless otherwise directed. Non-merchantable trees shall be severed and laid flat on the ground. Slash shall be scattered, and not left in windrows and kept a minimum of 10 feet back from the road edge. Stumps shall be set upright, not left on edge, and be moved at least 5 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

**4.1.7 - Road closure (4/07)**

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. In general, this will require constructing a four (4') foot high berm constructed of stumps and logs covered with earth. Temporary berms may be required if no sale activity occurs for 30 or more consecutive days. Contact the sale administrator for specific details of design and placement.

**4.2 - Maintenance**

**4.2.1 - Hauling restriction (3/07)**

Hauling may be restricted on forest roads by the Unit Manager or their representative. The restriction may occur during wet weather conditions.

## **5 - Operations**

### **5.1 - Notification**

#### **5.1.1 - Pre-sale conference (2/08)**

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations to determine landing and road locations, sale specifications, and certification requirements. The Unit Manager or their 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 5 feet back from the red paint line.

##### **5.2.1.7 - Slash must be scattered (2/04)**

Unless otherwise directed, slash and logging debris shall be uniformly scattered over the sale area and not left in piles or windrows. Slash shall not be allowed to accumulate at the landings. All slash work shall be done concurrently with harvesting.

##### **5.2.1.8 - Slash height (2/04)**

No slash or tree tops may exceed 36 inches in height.

#### **5.2.2 - Hazard Trees/Snags**

##### **5.2.2.1 - Den trees (2/04)**

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

#### **5.2.3 - Operating Restrictions**

##### **5.2.3.1 - Operating restrictions (3/07)**

Within Payment Unit(s) 1,2,4,5,6, unless changed by written agreement, cutting, skidding, and hauling are not permitted during the period of March 15 to July 15. This restriction is because of bark slippage and root compaction issues within the hardwood stand.

##### **5.2.43 - Opening protection (5/04)**

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

## **7 - Other Conditions**

### **7.2 - Extensions**

#### **7.2.1 - One year extension (2/04)**

Given justification, only one, 1 year extension may be granted if the contract has been paid for in full.





ESC RIVER MIX (010-08-01)

A timber sale contract for this LUMP SUM SEALED timber sale will be awarded the responsible bidder offering the highest sealed bid price. Bids must be at or above the following appraised price for each species:

<u>SPECIES</u>	<u>ESTIMATED VOLUME*</u>	<u>APPRAISED PRICE</u>
PULPWOOD		
Q. ASPEN	320.90 CORDS	\$ 19.40/CORD
BALSAM FIR	59.60 CORDS	\$ 25.00/CORD
MIX HARDWD	255.60 CORDS	\$ 15.00/CORD

In addition, the successful bidder agrees to purchase the following species at the indicated appraised price:

<u>SPECIES</u>	<u>ESTIMATED VOLUME*</u>	<u>APPRAISED PRICE</u>
PULPWOOD		
W. SPRUCE	29.80 CORDS	\$ 16.30/CORD

\*The volumes are statistically estimated within plus (+) or minus (-) 16.97 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

BOND AND PAYMENT SCHEDULE:

1. A bond in the amount of \$602.00 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 may be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
  - (c) Payment for each of the following units must be made before cutting begins in that unit:

<u>PAYMENT UNIT NUMBER</u>	<u>PERCENT OF TOTAL SALE VALUE</u>
1	06%
2	31%
3	34%
4	29%

4. If no cutting takes place, the 10% down payment will not be refunded.
5. Operations on the contract issued will terminate on May 31, 2011.



### TIMBER SALE MAP

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

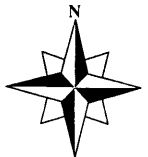
Sale Number	Year
32-10-08-01	2008
Date	Page of
9/16/08	

Forest Management Unit	County	Mapped By
Gwinn	52	LaBumbard
Township	Range	Section(s) and Subdivision(s)
43N	25W	Sec. 10 SENE, NESE Sec. 11 SW1/4
		Cruised By
		LaBumbard, Mohlman

Scale: [..4 inches.....] = 1 mile

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

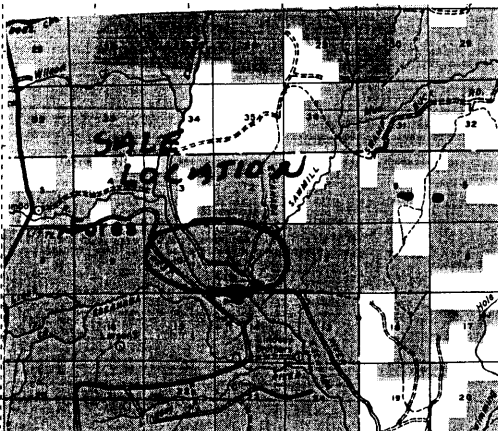
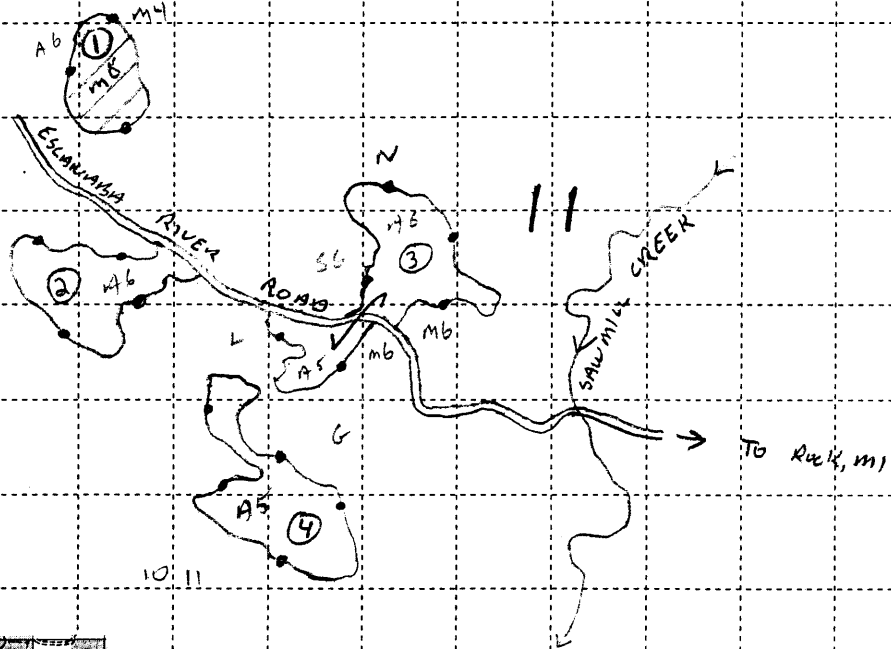
ESC RIVER MIX



51 ACRES

10

11



#### LEGEND

- RED PAINT LINE
- PAYMENT UNIT #
- SELECT CUT AREA 8 AC
- CLEAR CUT AREAS 43 AC

## Sale Specific Conditions & Requirements

Sale Name: Esc River Mix    Sale Number: 32-010-08-01

### 1 - Sale Area

#### 1.2 - Boundaries

##### 1.2.1 - Painted boundaries (6/05)

The sale boundary is marked and identified by red paint lines.

### 2 - Timber Specifications

#### 2.1 - Included Timber

##### 2.1.2 - Clearcut unit(s) w/o unmerchantable trees (5/07)

Within Payment Unit(s) 2-4, cut all trees which meet minimum piece specifications in 2.2 Utilization except all white pine, red pine, cedar, hemlock, cherry, elm, and 2 stick or shorter white spruce, if present.

##### 2.1.3 - Cut tree marked unit(s) (8/04)

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

#### 2.2 - Utilization

##### 2.2.4 - Skidding length (2/04)

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

### 3 - Payments

#### 3.4 - Damaged Timber

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

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured. In addition, extreme care should be taken to avoid damage to tree seedlings and saplings. Damage to residual trees (defined as breaking of the cambium layer, broken tops or bending of trees from their natural position) is not acceptable.

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 per acre for all acreage within that specified portion of the sale area that was damaged.

No damage is acceptable to merchantable trees. Within the sale area, if more than 5% of trees (> 4.5" DBH) within a specified area of the sale are damaged, liquidated damages will be assessed for all trees damaged. Rates will be in accordance with General Condition and Requirement 3.4 Damaged Timber, or at a rate of \$50 per sawtimber tree and \$5 per pole sized tree, whichever is greater.

### 4 - Transportation

**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.

**4.1.4 - Timber removed for construction (2/04)**

Trees cut or damaged in the process of a pre-approved road, landing or skid trail construction will be decked in an area separate from wood removed from the timber sale until such time as it is scaled and paid for.

**4.1.6 - Road construction (6/07)**

Construction of new roads or improvements of existing roads shall be done in such a way as to minimize the environmental and visual impacts. Merchantable trees shall be cut and utilized unless otherwise directed. Non-merchantable trees shall be severed and laid flat on the ground. Slash shall be scattered, and not left in windrows and kept a minimum of 5 feet back from the road edge. Stumps shall be set upright, not left on edge, and be moved at least 5 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

**4.1.7 - Road closure (4/07)**

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Contact the sale administrator for specific details of design and placement.

**5 - Operations**

**5.1 - Notification**

**5.1.1 - Pre-sale conference (2/08)**

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations to determine landing and road locations, sale specifications, and certification requirements.

**5.2 - Conduct of Operations**

**5.2.1 - Slash**

**5.2.1.7 - Slash must be scattered (2/04)**

Unless otherwise directed, slash and logging debris shall be uniformly scattered over the sale area and not left in piles or windrows. Slash shall not be allowed to accumulate at the landings. All slash work shall be done concurrently with harvesting.

**5.2.1.8 - Slash height (2/04)**

No slash or tree tops may exceed 36 inches in height.

**5.2.2 - Snags**

**5.2.2.1 - Den trees (2/04)**

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

**5.2.3 - Operating Restrictions**

**5.2.3.1 - Operating restrictions (3/07)**

Within Payment Unit(s) 1, unless changed by written agreement, cutting, skidding, and hauling are limited to

**Sale Name: Esc River Mix    Sale Number: 32-010-08-01**

the period of July 15 to March 15. This restriction is required because of bark slippage and soil/root compaction problems in spring and early summer.

**5.4 - Soil Protection**

5.4.1 - Rutting restriction, general (5/08)

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

**7 - Other Conditions**

**7.2 - Extensions**

7.2.1 - One year extension (2/04)

Given justification, only one, 1 year extension may be granted if the contract has been paid for in full.



TIMBER SALE / SEALED BID  
STATE OF MICHIGAN / DNR

GWINN MANAGEMENT UNIT  
GWINN

PBR SOUTH (002-08-01)  
T44N, R26W, SEC. 23, SE1/4.  
MARQUETTE County

In response to the notice of sale to be held 3:00 p.m. on April 20, 2009, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species and total bid value must be at or above the appraised price. All non-responsive bid forms may be rejected.

<u>SPECIES</u>	<u>APPRAISED PRICE</u>	<u>BID PRICE</u>	<u>ESTIMATED VOLUME* = VALUE</u>
PULPWOOD			
P. BIRCH	\$ 14.35/CORD	\$ _____ X	192.50 CORDS = \$ _____
Q. ASPEN	\$ 19.40/CORD	\$ _____ X	112.10 CORDS = \$ _____
BALSAM FIR	\$ 21.90/CORD	\$ _____ X	98.70 CORDS = \$ _____
W. SPRUCE	\$ 16.30/CORD	\$ _____ X	144.00 CORDS = \$ _____
MIX HARDWD	\$ 15.00/CORD	\$ _____ X	298.80 CORDS = \$ _____
			SUBTOTAL 1 \$ _____

In addition, the successful bidder agrees to purchase the following species at the appraised price:

<u>SPECIES</u>	<u>APPRAISED PRICE</u>	<u>ESTIMATED VOLUME*</u>	<u>VALUE</u>
SAWLOGS			
SUG. MAPLE	\$ 205.00/MBF	.70 MBF	= \$ 143.50
RED MAPLE	\$ 69.00/MBF	.10 MBF	= \$ 6.90
			SUBTOTAL 2 \$ 150.40
SUBTOTAL 1 + SUBTOTAL 2 = TOTAL BID VALUE \$ _____			

\*These volumes are statistically estimated within plus (+) or minus (-) 21.08%. 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, and that the individual unit bid price will be the basis to determine total bid value. 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 manpower subject to my control.

\_\_\_\_\_  
(bidder's printed name)

\_\_\_\_\_  
(bidder's signature)

Address/Telephone \_\_\_\_\_

THE WINNING BIDDER MUST COMPLETE THE FORM ON THE REVERSE SIDE  
WITHIN 21 DAYS OF SALE AWARD



FOR DEPARTMENT USE ONLY	
Sale or Permit No	
Year:	Type:
Forest Area:	

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

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

**VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE**

- This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.
- In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within 21 days of the contract award and prior to the issuance of the timber sale contract.
- All Information must be typed or printed except for written signatures.

Please Check Appropriate Categories:

1. My business is organized as (you **must** check 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 that my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.
  - B.  I certify that my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).
  - C.  I certify that my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within 21 days of the contract award.
3. If you have checked item 2(A) or 2(B), you **must** indicate the number of **both** full 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 No. (       )	
City	State	Zip + 4	

I hereby certify that the above information is true and correct. I agree to notify the 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



TIMBER SALE / SEALED BID  
STATE OF MICHIGAN / DNR

GWINN MANAGEMENT UNIT  
GWINN

WEST CHANDLER MIX (008-09-01)  
T44N, R26W, SEC. 26, SWSW.  
T44N, R26W, SEC. 27, E1/2.  
MARQUETTE County

In response to the notice of sale to be held 3:00 p.m. on April 20, 2009, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species and total bid value must be at or above the appraised price. All non-responsive bid forms may be rejected.

<u>SPECIES</u>	<u>APPRAISED PRICE</u>	<u>BID PRICE</u>	<u>ESTIMATED VOLUME*</u>	<u>= VALUE</u>
SAWLOGS				
SUG. MAPLE	\$ 249.00/MBF	\$ _____ X	9.90 MBF	= \$ _____
PULPWOOD				
Q. ASPEN	\$ 27.85/CORD	\$ _____ X	241.50 CORDS	= \$ _____
MIX HARDWD	\$ 15.00/CORD	\$ _____ X	462.20 CORDS	= \$ _____
			SUBTOTAL 1	\$ _____

In addition, the successful bidder agrees to purchase the following species at the appraised price:

<u>SPECIES</u>	<u>APPRAISED PRICE</u>	<u>ESTIMATED VOLUME*</u>	<u>VALUE</u>	
SAWLOGS				
RED MAPLE	\$ 132.00/MBF	.30 MBF	= \$ 39.60	
BASSWOOD	\$ 88.00/MBF	4.30 MBF	= \$ 378.40	
P. BIRCH	\$ 52.00/MBF	2.30 MBF	= \$ 119.60	
PULPWOOD				
BALSAM FIR	\$ 28.65/CORD	20.60 CORDS	= \$ 590.19	
			SUBTOTAL 2	\$ <u>1,127.79</u>

SUBTOTAL 1 + SUBTOTAL 2 = TOTAL BID VALUE \$ \_\_\_\_\_

\*These volumes are statistically estimated within plus (+) or minus (-) 17.94%. 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.

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\_\_\_\_\_  
(bidder's printed name)

\_\_\_\_\_  
(bidder's signature)

Address/Telephone \_\_\_\_\_

THE WINNING BIDDER MUST COMPLETE THE FORM ON THE REVERSE SIDE  
WITHIN 21 DAYS OF SALE AWARD



FOR DEPARTMENT USE ONLY	
Sale or Permit No	
Year:	Type:
Forest Area:	

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

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

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  - C.  Corporation
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  - A.  I certify that my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.
  - B.  I certify that my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).
  - C.  I certify that my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within 21 days of the contract award.
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\_\_\_\_\_ Part Time Employees

Name of Business		Federal ID (or) Social Security No.	
Address		Telephone No. (       )	
City	State	Zip + 4	

I hereby certify that the above information is true and correct. I agree to notify the 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

TIMBER SALE / SEALED BID  
STATE OF MICHIGAN / DNR

GWINN MANAGEMENT UNIT  
GWINN

ESC RIVER MIX (010-08-01)  
T43N, R25W, SEC. 10, SENE, NESE.  
T43N, R25W, SEC. 11, SW1/4.  
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PULPWOOD				
Q. ASPEN	\$ 19.40/CORD	\$ _____ X	320.90 CORDS	= \$ _____
BALSAM FIR	\$ 25.00/CORD	\$ _____ X	59.60 CORDS	= \$ _____
MIX HARDWD	\$ 15.00/CORD	\$ _____ X	255.60 CORDS	= \$ _____
			SUBTOTAL 1	\$ _____

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<u>SPECIES</u>	<u>APPRAISED PRICE</u>	<u>ESTIMATED VOLUME*</u>	<u>VALUE</u>
PULPWOOD			
W. SPRUCE	\$ 16.30/CORD	29.80 CORDS	= \$ 485.74
		SUBTOTAL 2	\$ 485.74
SUBTOTAL 1 + SUBTOTAL 2 = TOTAL BID VALUE \$ _____			

\*These volumes are statistically estimated within plus (+) or minus (-) 16.97%. 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.

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\_\_\_\_\_  
(bidder's printed name)

\_\_\_\_\_  
(bidder's signature)

Address/Telephone \_\_\_\_\_

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WITHIN 21 DAYS OF SALE AWARD



**FOR DEPARTMENT USE ONLY**

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

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

Sale or Permit No

Year:

Type:

Forest Area:

**VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE**

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3. If you have checked item 2(A) or 2(B), you must indicate the number of both full 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 No. (       )	
City	State	Zip + 4	

I hereby certify that the above information is true and correct. I agree to notify the 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