

DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

TIMBER SALE PROSPECTUS #5659

SCHEDULED SALE DATE AND TIME: 3:00 p.m. (local time) on July 11, 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:

<u>BADDERS END HARDWOODS</u> (32-001-16) / T44N, R23W, SEC. 08, SWNE, SENW. Marquette County, Advertised Price \$9,165.75, 20.0 Acres, Hardwood, Sugar Maple.

SALE NOTE: Recommended as a winter cut only sale due to soils present and access required.

DORSEY BONES HARDWOOD (32-005-16) / T45N, R22W, SEC. 04, NWNW.

T45N, R22W, SEC. 05, NENE.

Alger County, Advertised Price \$11,874.40, 27.0 Acres, Hardwood, Sugar Maple.

<u>Landon Fir SBW</u> (32-008-16) / T44N, R26W, SEC. 21, W1/2NE, SENE.

Marquette County, Advertised Price \$11,172.60, 20.0 Acres, Aspen, Spruce/Fir/Tamarack.

SALE NOTE: Sale area has been impacted by 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 11, 2016. For further information concerning this sale, contact Tom Seablom at 906-346-9201.

2. Bidder's Qualifications (5/16)

Purchaser shall obtain workers compensation insurance to cover claims under Michigan's Worker's Disability Compensation Act of 1969 or similar employee benefit act of any other state applicable to an employee. If all or part of a timber sale was prepared by a private contractor, the contractor and that contractor's company are not permitted to bid on the timber sale contract. Bids will not be accepted from individuals or companies appearing on the DNR/FRD No-Bid List. This list contains the names of purchasers who previously failed to execute a contract within 21-days or who have a history of poor performance.

3. Preparation of Sealed Bids (5/16)

Bid Forms may be completed online thru Michigan DNR Timber Sale Online Bidding (OLB) at www.michigan.gov/timberbidding or by completing the hardcopy Bid Form found in the Timber Sale Prospectus. Hardcopy Bid Forms shall be manually signed in ink. Registration in OLB is considered your 'signature' for all bids submitted thru that system. Bid prices must be entered for each species and product in the Bid Price column for all material subject to bidding and all fill-in blanks must be completed. If erasures or other changes appear on the hardcopy Bid Form, each erasure or change must be initialed by the person signing the bid.

4. Submission of Sealed Bids (5/16)

Bid forms may be obtained from the Unit Manager or thru OLB. Bids may be submitted hardcopy or thru OLB. All hardcopy bids must be submitted on the bid form and in an envelope clearly identified as described in this section. NOTE: Only one bid form per bid envelope. Sealed bids must be submitted to the Unit office designated in the prospectus and must be submitted at or prior to the time established in the prospectus. The envelope should show on the outside (a) the sale name or number and (b) the date and time of bid opening, as shown in the prospectus. Bids received after the time specified in the sale prospectus are late bids and will be rejected.

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

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

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

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

6. Award of Contract (1/11)

Award of the contract will be made to the Bidder whose bid, conforming to the prospectus, is most advantageous to the State of Michigan on the basis of total value at rates bid for the estimated quantities. The State reserves the right to reject any bid or waive any minor irregularity in bids received. A written award mailed (or otherwise furnished) to the successful Bidder shall be deemed to result in a binding contract without further action by either party.

7. Down Payment (1/11)

The Bidder to whom award is made must make a down payment within 21 days of the sale award. The amount of the down payment will be calculated as shown in the Bond and Payment Schedule of this prospectus. Only cash may be used to meet this requirement.

8. Performance Security (1/11)

As guarantee of faithful performance, a cash bond, certificate of deposit, surety bond or irrevocable letter of credit (LOC) is required within 21 days of the sale award. The amount of the performance security is shown in the Bond and

Payment Schedule of this prospectus. If an LOC or surety is used, the coverage must extend for at least 6 months beyond the contract expiration.

9. Timber Sale Contract (9/14)

Additional conditions and requirements common to all timber sales are listed on the timber sale contract (R4031) and are available on line at www.michigan.gov/timber. Contact the Unit Manager for additional information or a sample contract. Within 21 days of the date of the award letter, the bidder must sign the contract and provide the required down payment, performance security, and verification of worker's disability compensation. The down payment and performance security shall be in accordance with the provisions of the timber sale contract, in the sums stated in this prospectus. If these actions are not taken, then the Bidder, the Bidder's corporation, and the corporation's principals may not be permitted to bid on State timber sales for a period of 1 year. In addition, the Bidder certifies that if awarded this contract, the Bidder will complete the timber sale contract in accordance with its terms and any modifications thereof including requirements to purchase, cut, and remove the included timber by the expiration date.

10. Disclaimer of Estimates and Bidder's Warranty of Inspection (1/11)

Before submitting this bid, the Bidder is advised and cautioned to inspect the sale area, review the requirements of the sale contract, and take other steps as may be reasonably necessary to ascertain the location, estimated volumes, construction estimates, and operating costs of the proposed sale. Failure to do so will not relieve the Bidder from responsibility for completing the contract.

The Bidder warrants that this bid is submitted solely on the basis of the Bidder's examination and inspection of the quality and quantity of the timber offered for sale and the Bidder's opinion of the value thereof and the costs of recovery. No reliance should be placed on the State of Michigan's estimates of timber quality, quantity or costs of recovery. Bidder further acknowledges that the State of Michigan: (i) expressly disclaims any warranty of fitness of timber for any purpose; (ii) offers this timber as is without any warranty of quality (merchantability) or quantity and (iii) expressly disclaims any warranty as to the quantity or quality of timber sold.

11. Certification and Chain-of-Custody (10/14)

Unless otherwise indicated in the contract under section 7 – Other Conditions of the Sale Specific Conditions & Requirements, the area encompassed by this timber sale is certified to the standards of the Forest Stewardship Council (FSC) - Certificate #SCS-FM/COC-00090N and the Sustainable Forestry Initiative (SFI) - Certificate #NSF-SFIS-5Y031-SF5. Forest products from this sale may be delivered to the mill as "FSC 100% and / or SFI certified" as long as the contractor hauling the forest products is chain-of-custody (COC) certified or covered under a COC certificate from the destination mill. The purchaser is responsible for maintaining COC after leaving the sale area.

DR. WILLIAM MORITZ Director

TIMBER SALE INFORMATION

BADDERS END HARDWOODS (32-001-16)

T44N, R23W, SEC. 08.

Marquette County (Advertised Price \$9,165.75)

SALE NOTE: Recommended as a winter cut only sale due to soils present and access required.

A timber sale contract for this lump sum, sealed bid timber sale will be awarded to the responsible bidder offering the highest sealed bid price. Bids must be at or above the following advertised price for each species:

PRODUCTS & SPECIES	ESTIMATED UNITS*	ADVERTISED PRICE
Sawtimber		
Sugar Maple	6.90 MBF	\$ 467.00 / MBF
Pulpwood		
Mixed Hardwood	143.00 Cords	\$ 36.35 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$745.40:

PRODUCTS & SPECIES	ESTIMATED UNITS*	AD'	VERTISED PRICE
Sawtimber			
Black Cherry	1.20 MBF	\$	257.00 / MBF
Red Maple	1.90 MBF	\$	230.00 / MBF

^{*} The total volume is statistically estimated within plus (+) or minus (-) 18.60 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of \$500.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
 - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
 - (b) The 10% down payment will be credited towards the first unit cut.
- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 05/31/2019.

Sale Specific Conditions & Requirements

Sale Name: BADDERS END HARDWOODS Sale Number: 32-001-16 Seg#: 1

1 - Sale Area

12 - Boundaries

1.2.1 - Painted boundaries (1/14)

The sale boundaries are marked and identified by red and blue paint, and a red pine plantation. Exterior sale boundary lines against private property are marked with blue paint and/or abut red pine plantation. Exterior sale boundary lines against state are marked with red paint. The painted boundary line trees are not Included Timber and are to be protected unless marked with orange paint.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1 and 2, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. In addition, any merchantable balsam fir can be cut.

2.1.11 - Description of timber note (2/04)

Note that Mixed Hardwood includes maple, cherry, yellow birch, basswood and ash.

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 and 2, chipping of the bole, 2-inches in diameter or greater, is allowed. Chipping of limbs or portions of the tree less than 2-inches in diameter is not permitted. Limbs and the remaining top must be left on site and scattered.

2.2.11 - Chipping restriction (9/14)

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

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.

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.

4.1.6 - Road construction (1/09)

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 10 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

4.1.7 - Road closure (10/11)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. All stumps from road building and landing construction must be reserved to block any newly constructed/improved roads upon completion of the sale. These stumps must be scattered along the road system to prohibit vehicular movement. Temporary berms may be required if no sale activity occurs for 30 or more consecutive days. Contact the sale administrator for specific details of design and placement.

4.2 - Maintenance

4.2.1 - Hauling restriction (12/08)

Hauling may be restricted on the Badders Road by the Unit Manager or his/her representative. The restriction may occur during wet weather conditions or spring break up.

4.2.2 - Fill material (4/07)

To maintain roads, fill material may be needed in areas where "holes" exist or may be expected to develop. This fill material should be placed before trucking begins.

4.2.4 - Grading (12/14)

For completion of the sale, state forest roads must be graded. In general, this will require a road grader or bull dozer to shape up the roads after forest products have been hauled off site. This includes cleaning of drainage areas, grading, crowning and filling with gravel, if necessary. The grading equipment to be used must be approved by the Unit Manager or his/her representative.

4.2.5 - Two wheel drive condition (2/04)

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

5 - Operations

5.1 - Notification

5.1.1 - Pre-sale conference (10/11)

A pre-sale conference on site or at the Gwinn Office between the Purchaser and sale administrator is required prior to beginning any operations to discuss landings, possible road improvements, and harvesting plans. The Unit Manager or his/her representative must be contacted at least 10 days in advance to schedule the conference.

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.1 - Slash within sale area (2/04)

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

5.2.1.8 - Slash height (12/08)

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 (9/11)

Within Payment Unit(s) 1 - 2, unless changed by written agreement, cutting, skidding, and hauling are limited to the period of December 1 to March 15. This restriction is because frozen conditions are required across saturated soils to access timber, preventing damage due to compaction and rutting, to both stand and access roads. Also restricted due to bark slippage.

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.

5.4.5 - Soil caution (11/04)

Care must be taken to minimize soil damage (compaction and rutting) due to the wet soils and seasonally intermittent drainage crossings present when accessing Payment Unit 2.

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.

Section Name: Sale Specific Current as of 6/15/2016 12:03:14PM



TIMBER SALE MAP

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

32-00

16

Forest Management Unit

44 N

E = Swamp Hardwoods

County

Mapped By Sysol

Sysol,

Date

Page of

Gwinn Township

B = Paper Birch

D = Treed Bog

F = Spruce/Fir

C = Cedar

G = Grass

H = Hemlock

Range

K = Rock

N = Marsh

MC = Mixed Conifer

MD = Mixed Deciduous

Marquette Section(s) and Subdivision(s)

23W

M = Maple, Beech, Birch S = Black Spruce

SWHE SEHW

Cruised By

Density

Cover Type J = Jack Pine A = Aspen

O = Oak P = Lowland Poplar L = Lowland Brush Q = Mixed Swamp Conifer LM = Lowland Mix Forest R = Red Pine

T = Tamarack

U = Upland Brush UM = Upland Mix Forest V = Bog or Marsh W = White Pine

X = Non Stocked 4 = Pole Timber Poor Y = Sand

1 = Seedling Sapling Poor 2 = Seedling Sapling Medium 3 = Seedling Sapling Well

0 = Non Stocked

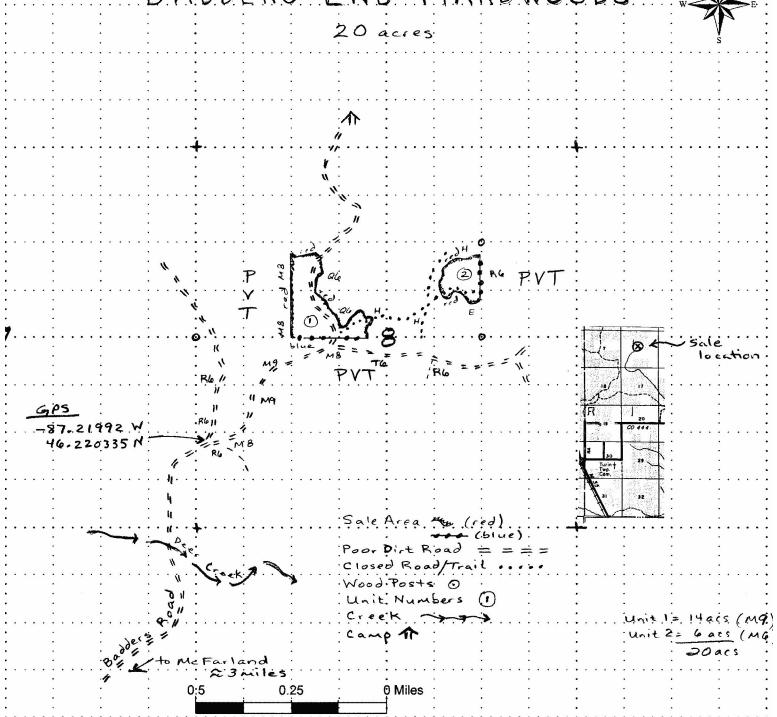
5 = Pole Timber Medium 6 = Pole Timber Well 7 = Saw Timber Poor

8 = Saw Timber Medium

9 = Saw Timber Well

BADDERS END HARDWOODS

Z = Water



TIMBER SALE INFORMATION

DORSEY BONES HARDWOOD (32-005-16)
T45N, R22W, SEC. 04; T45N, R22W, SEC. 05.
Alger County (Advertised Price \$11,874.40)

A timber sale contract for this lump sum, sealed bid timber sale will be awarded to the responsible bidder offering the highest sealed bid price. Bids must be at or above the following advertised price for each species:

PRODUCTS & SPECIES	ESTIMATED UNITS*	<u>ADV</u>	ERTISED PRICE
Sawtimber Sugar Maple	19.50 MBF	\$	359.00 / MBF
Pulpwood		•	
Mixed Hardwood	124.00 Cords	\$	33.45 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$726.10:

PRODUCTS & SPECIES	ESTIMATED UNITS*	AD\	/ERTISED PRICE
Sawtimber			
Black Cherry	2.30 MBF	\$	186.00 / MBF
Red Maple	1.90 MBF	\$	157.00 / MBF

^{*} The total volume is statistically estimated within plus (+) or minus (-) 40.80 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 \$594.00 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 11/30/2018.

Sale Specific Conditions & Requirements

Sale Name: DORSEY BONES HARDWOOD Sale Number: 32-005-16 Seg#: 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. The painted boundary line trees are not Included Timber and are to be protected.

2 - Timber Specifications

2.1 - Included Timber

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

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

2.1.11 - Description of timber note (2/04)

Note that mixed hardwood is comprised primarily of sugar maple, but also includes black cherry, red maple, and ironwood.

2.2 - Utilization

2.2.4 - Skidding length (2/14)

Skidding of unlimbed tops or lengths over 17 feet is not permissible unless approved by the Unit Manager or his/her representative.

2.2.11 - Chipping restriction (9/14)

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

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (7/14)

Payment Unit(s) 1 may be divided at the request of the Purchaser and upon approval of the Unit Manager. Dividing Payment Units is a contract modification which requires a Timber Sale Contract Supplement. There will be only one division per Payment Unit.

4 - Transportation

4.1 - Construction

4.1.12 - No new roads (1/12)

No new roads will be permitted in sale. All operations are limited to existing roads. New 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 during wet weather conditions.

4.2.2 - Fill material (4/07)

To maintain roads, fill material may be needed in areas where "holes" exist or may be expected to develop. This fill material should be placed before trucking begins. Contact the sale administrator regarding the availability of onsite pit-run gravel from a nearby state pit.

4.2.5 - Two wheel drive condition (2/04)

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

sale.

4.4 - Access

4.4.2 - Alternate route on private property (2/04)

It is the Purchaser's responsibility to obtain access across private land for any routes other than the route shown on the sale map.

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.

5.1.4 - Post-sale conference (6/11)

A post-sale conference on site between the Purchaser and sale administrator is required 4 business days prior to the completion of active logging operations to determine clean-up and repair of landings, road edges, and the fulfillment of other contract specifications.

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.1 - Slash within sale area (2/04)

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

5.2.1.2 - Slash Removal

5.2.1.2.1 - Slash removal, right-of-way (12/04)

All slash must be removed at least 10 feet from the cleared right-of-way of forest roads.

5.2.2 - Hazard Trees/Snags

5.2.2.1 - Den trees (2/04)

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

5.2.3 - Operating Restrictions

5.2.3.3 - Bark slippage restriction (3/09)

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

5.2.22 - Operating Caution

5.2.22.1 - Operating caution (6/11)

It is recommended, but not required, that within Payment Unit(s) 1, hauling occur during dry summer or frozen winter conditions. The reason for the recommendation is because of heavy soils along roads which pond easily and are prone to rutting.

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 Dorsey Lake 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.

Section Name: Sale Specific Current as of 6/15/2016 11:55:23AM

DNR P	This inform		SER SALE MA		mended	32-0	>05	16
Forest Management Unit		County	Mapped B	y BT. KL		Date	Page	of
Compartment Number		ALGER Township	Cruised B	Range Range	Section	n(s) and Subdi		11
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		ver Type	H-H-H-			Dens		
B = Paper Birch	= Jack Pine < = Rock . = Rock . = Lowland Brush .M = Lowland Mix For M = Maple, Beech, Bir MC = Mixed Conifer MD = Mixed Deciduou N = Marsh	ch S = Black Spruce T = Tamarack	p Conifer V = Bog W = Whit	and Mix Forest or Marsh te Pine Stocked	0 = Non Stocked 1 = Seedling Saplir 2 = Seedling Saplir 3 = Seedling Saplir 4 = Pole Timber Po	ng Poor 6 ng Medium 7 ng Well 8	= Pole Timber Me = Pole Timber We = Saw Timber Po = Saw Timber Me = Saw Timber We	ell or dium
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		GPS		· 1	Camp dirt	toad:	•	
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TIMBER SALE INFORMATION

Landon Fir SBW (32-008-16) T44N, R26W, SEC. 21.

Marquette County (Advertised Price \$11,172.60)

SALE NOTE: Sale area has been impacted by 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:

PRODUCTS & SPECIES	ESTIMATED UNITS*			ADVERTISED PRICE		
Pulpwood						
Balsam Fir	147.00	Cords	\$	26.15 / Cord		
Balsam Poplar	70.00	Cords	\$	12.30 / Cord		
Mixed Hardwood	18.00	Cords	\$	33.45 / Cord		
Quaking Aspen	63.00	Cords	\$	38.50 / Cord		
White Spruce	140.00	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 \$58.95:

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

^{*} The total volume is statistically estimated within plus (+) or minus (-) 23.63 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 \$560.00 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: Landon Fir SBW Sale Number: 32-008-16 Seg#: 1

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (1/14)

The sale boundary is marked and identified by red paint. Exterior sale boundary lines against state are marked with red paint. The painted 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, cut all trees which meet minimum piece specifications in 2.2 Utilization except do not cut any white pine, red pine, hemlock, cedar, oak, elm, yellow birch, black cherry, and white birch.

2.1.11 - Description of timber note (2/04)

Note that mixed hardwood pulp is comprised mainly of red maple with lesser amounts of sugar maple and basswood.

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. 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 land past this 30 day period.

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (7/14)

Payment Unit(s) 1 may be divided at the request of the Purchaser and upon approval of the Unit Manager. Dividing Payment Units is a contract modification which requires a Timber Sale Contract Supplement. There will be only one division per Payment Unit.

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.

4.1.8 - Road work (1) (8/07)

The following road work is required: the berms as depicted on the timber sale map must be replaced once logging operations are completed.

4.1.12 - No new roads (1/12)

No new roads will be permitted within the sale area. All operations are limited to existing roads. New, temporary 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.

4.2.2 - Fill material (4/07)

To maintain roads, fill material may be needed in areas where "holes" exist or may be expected to develop. This fill material

should be placed before trucking begins. Contact the sale administrator regarding the availability of onsite sand or gravel from adjacent State-owned lands.

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 forest roads.

5.2.2 - Hazard Trees/Snags

5.2.2.1 - Den trees (2/04)

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

5.2.3 - Operating Restrictions

5.2.3.1 - Operating restrictions (9/11)

Within Payment Unit(s) 1, unless changed by written agreement, cutting, skidding, and hauling are not permitted during the period of September 15 to January 1. This restriction is due to the sale being located within the South Marquette Grouse Enhanced Management Site.

5.2.22 - Operating Caution

5.2.22.1 - Operating caution (6/11)

It is recommended, but not required, that within Payment Unit(s) 1, cutting, skidding, and hauling occur during dry summer or frozen winter conditions. The reason for the recommendation is because of soft road substrate west of the existing berms. There may also be some small lowland areas within the sale.

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 Landon Lake Road near the intersection of County Road 438 prior to beginning operations. The road must be posted at appropriate distances north of the intersection 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

7.2 - Extensions

7.2.2 - No extensions (3/09)

There will be no extensions granted on this contract. Spruce budworm is expected to drastically and negatively impact the health and/or usable volume of the fir and spruce trees in the near future.

7.2.3 - Salvage extension (6/13)

This is a salvage sale with a short contract length. The sale must be harvested promptly. One (1), twelve (12) month extension can be applied to one (1) other State Forest Timber Sale Contract owned by the purchaser or owned by one (1) designated sub-contractor of the Purchaser that works this contract. To qualify, the contract expiration date of the contract to be extended must be within twelve (12) months from the issue date of this contract. If this is the first extension on the other State Forest Timber Sale Contract, then the 5% extension fee will be waived. If this is an additional extension, the 10% fee will be reduced to 5%. The salvage extension must be used before this contract is closed-out. This specification does not alleviate the purchaser from any contractual obligations of the extended State Forest Timber Sale Contract. Per General Condition & Requirement 7.2, extensions are at the sole discretion of the DNR. This extension would only apply to another state timber sale contract within the Gwinn Management Unit.

7.3 - Contract Modifications

7.3.1 - Emerald Ash Borer

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

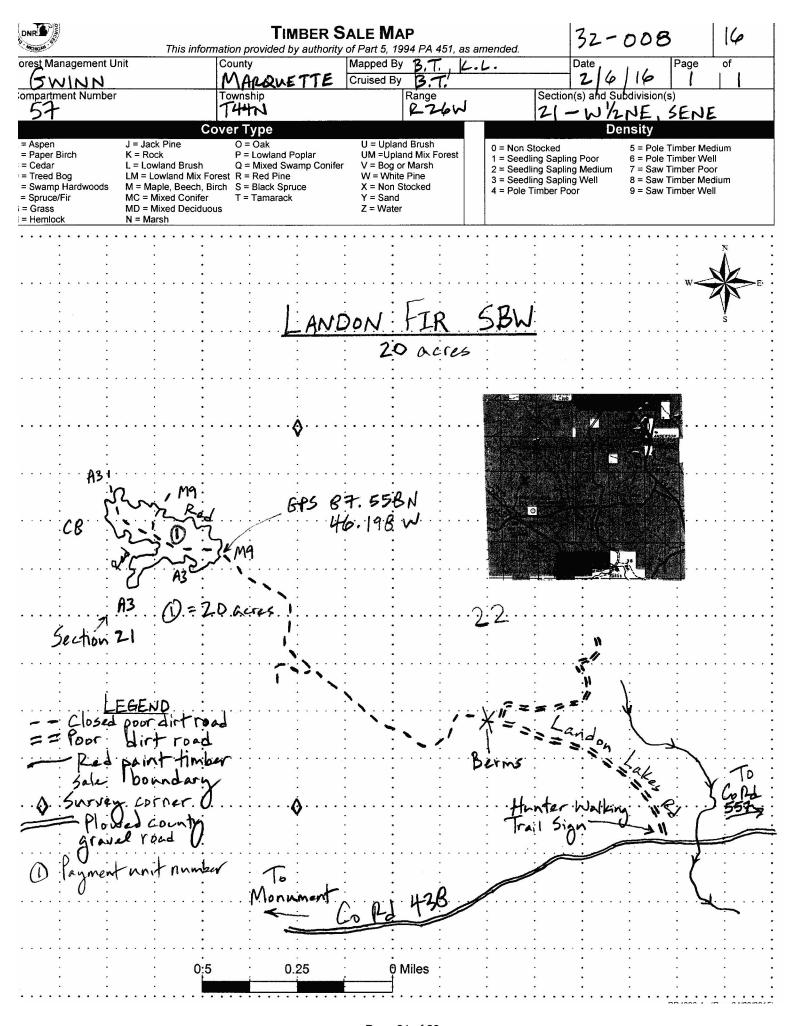
There is ash and/or "firewood" in this sale and it is located within an emerald ash borer quarantined area. The Director of the Michigan Department of Agriculture (MDA) by the authority of Act No. 72 of the Public Acts of 1945, as amended, and Quarantine Regulation No. 620, has promulgated this quarantine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

7.5 - Loss

7.5.1 - Deteriorating timber (7/09)

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

Section Name: Sale Specific Current as of 6/15/2016 11:59:38AM



Page 22 of 28

BID

GWINN MANAGEMENT UNIT GWINN OFFICE

BADDERS END HARDWOODS (32-001-16)

RODUCTS & SPECIES	ESTIMATED	VOLUME*	<u>A</u> [OVERTISED PRICE	BID PRICE
awtimber Sugar Maple	6.90	MBF	\$	467.00/MBF	\$
ulpwood	0.90	IVIDI	Φ	407.00/NIDF	Ψ
Mixed Hardwood	143.00	Cords	\$	36.35/Cord	\$
addition, the successful bidde	r agrees to purchase	the following sp	ecies at	the indicated advertise	ed price for a total
RODUCTS & SPECIES	ESTIMATED	VOLUME*	<u>Α</u> Ι	OVERTISED PRICE	
awtimber Black Cherry	1.20	MBF	\$	257.00/MBF	
Red Maple	1.90	MBF	\$	230.00/MBF	
nderstand that any or all bids ected. I also understand that	may be rejected. All consideration and awa	bids must be signarding a contract	and to m gned and ct will be l	all bid items must be	es of quantity and or the bid form
adjustment. Prospective bidd understand that any or all bids ejected. I also understand that e contract based upon equipm	may be rejected. All consideration and awarent and staffing subject	bids must be signarding a contract to my contro	and to m gned and ct will be l	ake their own estimat all bid items must be based upon my past p	es of quantity and or the bid form performance and ab
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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



Title

Michigan Department of Natural Resources Forest Resources Division

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

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

As required by Act 317 P.A. 1969 (Morker's Compensation) and

	Part 5 of Act 451 of 1994, as ame		iu .			
VE	RIFICATION OF WORKER'S DISABILITY C	OMPENSAT	ION ACT COMP	PLIANCE		
•	This verification must be completed and 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.					
Ple	ease Check Appropriate Categories:					
1.	My business is organized as (you must chec	My business is organized as (you must check <u>one</u> of the boxes below):				
	A. ☐ Sole Proprietorship (individual)					
	B. Partnership					
	C. Corporation					
2.	You must check <u>one</u> of the boxes below:					
	A. I certify my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.					
	B. I certify my business has satisfied its o bligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).					
	C. I certify my business has a Worker's Compone (21) days of the contract award.	ensation Polic	y. I will provide ar	original Certificate of Insurance within twenty-		
3. If you have checked item 2(A) or 2(B), you must indicate the number of both full-time and part-time employed than yourself, including family members and active partners (if none, you must enter "0").						
	Full-time Employ	(PPS		Part-time Employees		
	r un une Employ	CC3		r art ame Employees		
Nam	ne of Business		Federal ID (or) So	ocial Security No.		
Add	ress		Telephone			
			()			
City	State	е	ZIP			
	ereby certify that the above information is true actors affecting my coverage during any of my			the Michigan DNR of any changes that occur		
11 10	actors affecting my coverage during any or my	present and	ruture operation	13.		
_						
S	Signature of Owner or Authorized Representative					

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

Date

BID

GWINN MANAGEMENT UNIT GWINN OFFICE

DORSEY BONES HARDWOOD (32-005-16)

T45N, R22W, SEC. 04; T45N, R22W, SEC. 05; Alger COUNTY						
In response to the notice of sale to the following forest products to be forms may be rejected.	•		-	-		
PRODUCTS & SPECIES Sawtimber	ESTIMATED	VOLUME*	<u>AD</u>	VERTISED PRICE	BID PRICE	
Sugar Maple	19.50	MBF	\$	359.00/MBF	\$	
Pulpwood Mixed Hardwood	124.00	Cords	\$	33.45/Cord	\$	
In addition, the successful bidder	agrees to purchase	the following	species at th	ne indicated adverti	sed price for a total valu	e of \$726.10 :
PRODUCTS & SPECIES Sawtimber	ESTIMATED			VERTISED PRICE		
Black Cherry Red Maple	2.30 1.90	MBF MBF	\$ \$	186.00/MBF 157.00/MBF		
I understand that any or all bids me rejected. I also understand that countract based upon equipme	nsideration and awa	arding a cont	ract will be b			
FEDERAL ID:	FEDERAL ID: - or SOCIAL SECURITY NUMBER:					
Company or individual	bidding:					
Company representative	e's name:					
Address:					_	
City:						
IF AVAILABLE, PLEASE PLACE	THE PERSONALIZI	ED LABEL F	ROM YOUR	PROSPECTUS IN	THE ABOVE BOX.	_
Individual or company representat	ive's signature:				Date:	
Phone number :		Em	nail (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



Michigan Department of Natural Resources Forest Resources Division

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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

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

VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract. In addition, if boxes 2B or 2C are checked, then Notice of 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.

•	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 signature 	es.			
PΙε	Please Check Appropriate Categories:				
1.	 My business is organized as (you must check one of the boxes b A. Sole Proprietorship (individual) B. Partnership Corporation 	elow):			
2.	2. You must check <u>one</u> of the boxes below:				
	A. I certify my business is a sole proprietorship and it has no employe Worker's Compensation Laws.	es but the sole proprietor. I am not subject to the			
	B. I certify my business has satisfied its o bligation to the Worker's Co Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notic questions or a copy of the BWC-337, please call the Worker's Cor	e of Exclusion within 21 days of the contract award. (For			
C. I certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within 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			
lan	lame of Business Federal	ID (or) Social Security No.			
Add	Address Telepho (ne)			
City	City State ZIP				
n fa	hereby certify that the above information is true and correct. I agree in factors affecting my coverage during any of my present and future of Signature of Owner or Authorized Representative				
_	Title	Date			

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

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

BID

GWINN MANAGEMENT UNIT GWINN OFFICE

Landon Fir SBW (32-008-16) T44N, R26W, SEC. 21; Marquette COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on July 11, 2016, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES Pulpwood	ESTIMATED VOLUME*	<u>A</u> [OVERTISED PRICE	BID PRICE
Balsam Fir	147.00 Cords	\$	26.15/Cord	\$
Balsam Poplar	70.00 Cords	\$	12.30/Cord	\$
Mixed Hardwood	18.00 Cords	\$	33.45/Cord	\$
Quaking Aspen	63.00 Cords	\$	38.50/Cord	\$
White Spruce	140.00 Cords	\$	24.15/Cord	\$

In addition, the successful bidde	r agrees to purchase the following sp	ecies at the indica	ated advertised price for a total value of \$58.95 :		
PRODUCTS & SPECIES Pulpwood	ESTIMATED VOLUME*	ADVERTIS	SED PRICE		
Tamarack	3.00 Cords	\$ 19.65	5/Cord		
-		=	se estimated volumes are final and not subject own estimates of quantity and quality.		
rejected. I also understand that	, ,	t will be based up	ems must be bid or the bid form may be on my past performance and ability to complete		
FEDERAL ID:	or SOCIAL SEC	URITY NUMBER	R:		
Company or individua	Company or individual bidding:				
Company representati	Company representative's name:				
Address:					
	State:				
IF AVAILABLE, PLEASE PLACE	THE PERSONALIZED LABEL FRO	M YOUR PROSP	PECTUS IN THE ABOVE BOX.		
Individual or company represent	ative'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



Michigan Department of Natural Resources Forest Resources Division

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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

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

VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract. In addition, if boxes 2B or 2C are checked, then Notice of 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 <u>one</u> of the boxes below): A. □ Sole Proprietorship (individual) B. □ Partnership C. □ Corporation 					
2.	 You must check one of the boxes below: A. I certify my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws. B. I certify my business has satisfied its o bligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195). C. I certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty-one (21) days of the contract award. 					
3.	If you have checked item 2(A) or 2(B), you must indicate than yourself, including family members and active partners Full-time Employees	the number of both full-time and part-time employees, other is (if none, you must enter "0"). Part-time Employees				
Name of Business		Federal ID (or) Social Security No.				
Address		Telephone ()				
City	y State 2	ZIP				
in fa _	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					
Ī	Title	Date				

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

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