

DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

TIMBER SALE PROSPECTUS #5364

SCHEDULED SALE DATE AND TIME: 3:00 p.m. (local time) on May 19, 2015. LOCATION: ESCANABA OFFICE, 6833 HWY 2, 41 & M-35, GLADSTONE, MI 49837.

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, ESCANABA MANAGEMENT UNIT, for certain timber on the following described lands:

WALTON RIVER (33-022-15-01) / T35N, R26W, SEC. 12, NESE, SESE, SWSE, SESW.

T35N, R26W, SEC. 13, NENW, SENW, NWNE, NENE, SWNE.

T35N, R26W, SEC. 13, NESW, SESW.

Menominee County, Advertised Price \$83,715.30, 139.1 Acres

SALE NOTE: The majority of the sale can be accessed through State land, but two units have better access through private land. It is the responsibility of the contractor to obtain written permission, if access will be through private property.

Access may be through private land.

CHEESE FACTORY WAY (33-023-15-01) / T36N, R27W, SEC. 17,

SENW, NESW, SESW, NWNE, SENE, NESE.

Menominee County, Advertised Price \$46,830.55, 77.9 Acres

SALE NOTE: Access into two units of the timber sale will require written permission from a private landowner to access them. Verbal permission has already been obtained by the landowner.

Access may be through private land.

PEMENE CREEK CROSSING (33-025-15-01) / T37N, R28W, SEC. 15, NWNW, NENW, SENW, NE1/4.

T37N, R28W, SEC. 15, NWSE, NESE, SESE.

T37N, R28W, SEC. 22, NENE.

Menominee County, Advertised Price \$97,768.65, 161.3 Acres

SALE NOTE: Access into units 6-9 has been obtained through private property by the DNR, but the Purchaser must obtain a written agreement with the landowner within 30 days of the bid opening.

Access may be through private land.

BID INSTRUCTIONS (VER. 10/01/2014):

1. Scheduled Bid Location, Date, and Time (2/11)

Bids must be received by the Unit Manager, ESCANABA OFFICE, 6833 HWY 2, 41 & M-35, GLADSTONE, MI 49837, no later than 3:00 p.m. (local time) on May 19, 2015. For further information concerning this sale, contact Eric Thompson at 906-786-2354.

2. Bidder's Qualifications (2/12)

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

3. Preparation of Sealed Bids (1/11)

Bids shall be manually signed in ink; bid prices must be entered for each species and product in the Bid Price column for all material subject to bidding; and all fill-in blanks must be completed. If erasures or other changes appear on the forms, each erasure or change must be initialed by the person signing the bid.

4. Submission of Sealed Bids (6/11)

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

5. Public Opening of Sealed Bids (6/13)

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 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.

KEITH CREAGH Director

TIMBER SALE INFORMATION

WALTON RIVER (33-022-15-01)

T35N, R26W, SEC. 12; T35N, R26W, SEC. 13.

Menominee County (Advertised Price \$83,715.30)

SALE NOTE: The majority of the sale can be accessed through State land, but two units have better access through private land. It is the responsibility of the contractor to obtain written permission, if access will be through private property.

Access may be through private land.

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

PRODUCTS & SPECIES	ESTIMATED UNITS*	AD\	/ERTISED PRICE
Sawlogs			
Mixed Hardwood	82.50 MBF	\$	177.00 / MBF
Pulpwood			
Mixed Hardwood	1,061.00 Cords	\$	31.00 / Cord
Mixed Softwood	397.00 Cords	\$	30.40 / Cord
Q. Aspen	420.00 Cords	\$	30.70 / Cord
Tamarack	417.00 Cords	\$	27.00 / Cord

^{*} The total volume is statistically estimated within plus (+) or minus (-) 9.90 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 **\$4,200.00** to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
 - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
 - (b) The 10% down payment will be credited towards the first unit cut.
 - (c) Payment for each of the following units must be made before cutting begins in that unit:

,,	
PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
01	18%
02	6%
03	10%
04	11%
05	18%
06	7%
07	30%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 09/30/2017.

Sale Specific Conditions & Requirements

Sale Name: Walton River Sale Number: 33-022-15-01

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (1/14)

The sale boundary and Payment Unit boundaries are marked and identified by blue, red and/or yellow paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint. Yellow painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid for.

2 - Timber Specifications

2.1 - Included Timber

2.1.1 - Clearcut unit(s) with unmerchantable trees (6/14)

Within Payment Unit(s) 1 and 5, cut all trees that are three (3) inches or more at DBH.

Except, in unit 1 do not cut cedar.

Except, in unit 5 do not cut cedar, white spruce, hemlock, and beech.

There is a retention patch within each of the units that is bounded by a red paint line and needs to be protected. No harvesting activities may occur within these areas.

2.1.4 - Species designation unit(s) (12/08)

Within Payment Unit(s) 6 and 7, all trees greater than three (3) inches at DBH are designated for cutting regardless of merchantability; except cedar, hemlock, white pine, beech, and trees marked with green paint.

In addition: within unit 6 do not cut white spruce.

2.1.7 - Leave tree marked unit(s) (6/14)

Within Payment Unit(s) 2, 3, and 4, cut all trees that are greater than three (3) inches; except cedar and trees marked with green paint above and below stump height.

2.1.9 - Harvest exception (12/08)

Do not cut any cedar trees within the sale other than those that are necessary to remove in order to operate within the sale area. Every effort must be made to preserve the existing cedar and to leave an intact stand upon sale completion. All cut cedar shall be piled separately by products and scaled in the woods unless other scaling arrangements are agreed to by the Unit Manager or his/her representative. Stumpage price for cedar shall be \$45.00 per cord for posts and pulpwood, and \$90.00 per cord for bolts and sawlogs.

2.1.11 - Description of timber note (2/04)

Note that the mixed softwood pulpwood volume consists of 265 cords of balsam fir and 132 cords of spruce. There is about 53 cords of balm within the aspen pulpwood volume.

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (7/14)

Payment Unit(s) \$18,000 in value or greater 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

4.1.5 - Culverts (5/14)

Roads may require the installation of culverts for cross drainage or at natural drainage-ways. If culverts are needed in these locations, their placement will be specified by the sale administrator and they shall be installed prior to hauling. The culverts shall be new, corrugated metal or plastic gauge. Culverts will be a minimum of 12 inches in diameter and 24 feet in length. If culverts are removed, fill shall be removed from wetland soils as specified. Soils shall be maintained and left in a non-erodible condition, with water bars, seed, fertilizer, mulch, and slash installed as directed by the sale administrator and as specified in

the BMP manual.

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

The following road work is required: the contractor must haul and spread a minimum of 200 cubic yards of fill onto the access roads in the northern part of the sale area. The specific areas will be identified at the pre-sale meeting. Gravel/sand is available from state land within 7 miles of the sale.

Depending on how the contractor accesses the southern and western units, more fill may need to be hauled.

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 other wet weather conditions.

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.

4.4 - Access

4.4.1 - Private property access (3/11)

Permission for access across private land is the responsibility of the Purchaser. Should the Purchaser desire to cross private land, a copy of the written permission from the private land-owner will be required by the DNR. The written permission must include access for the DNR sale administrators.

5 - Operations

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.1 - Slash within sale area (2/04)

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

5.2.3 - Operating Restrictions

5.2.3.1 - Operating restrictions (9/11)

Within Payment Unit(s) 2, 3, and 4 cutting and skidding are limited to the period of December 1st to March 31st, unless there is an extended dry or frozen period and the sale administrator approves harvesting during that time period. This restriction is because of low wet ground throughout these units.

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 and 5, cutting and skidding occur during dry summer or frozen winter conditions. The reason for the recommendation is because of some low wet ground within parts of the units and on the access roads.

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.

Section Name: Sale Specific Current as of 4/3/2015 2:46:49PM



A = Aspen

C = Cedar

3

B = Paper Birch

D = Treed Bog

E = Swamp Howoods

0.125

0.25

0.5

Michigan Department of Natural Resources - Forest Resources Division

TIMBER SALE MAP

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

U = Upland Brush

UM = Upland Mixed

V = Bog or Marsh

= White Pine

Z = Water

= Non Stocked

W

33 - 022

Sale Number

15

rear

5 = Pole Timber Medium

8 = Saw Timber Medium

6 = Pole Timber Well

7 = Saw Timber Poor

9 = Sew Timber Well

Forest Management Unit Mapped By Date Page County of Salter Cruised By 11/17/2014 Escanaba Menominee **UMLMWS** - Contractor Section(s) and Subdivision(s) Township Range

12 - NESE,SESE,SWSE,SESW 13 - NENW,SENW,NWNE,NENE,SWNE,NESW,SESW 35N 26W

Cover Type

N = Marsh

R = Red Pine

P = Lowland Poplar

Q = Mixed Swamp Conifer

O = Oak

1:15,840

Density

F=S	Spruce Fir MC = Mixed Conifer MD = Mixed Decidious		F = Spruce Fir G = Grass		MC = Mixed Conifer MD = Mixed Decidious		rine ok Spruce parack
PU	Acres	PU	Acres	PU	Acres		
1	17.5	4	29.3	7	23.9		
2	11.1	5	24.5				

= Lowland Brush

LM = Lowland Mixed

M = Mpl, Bch, Brch

H = Hemlock

J = Jack Pine

WALTON RIVER

0 = Non Stocked

1 = Seedling Sapling Poor

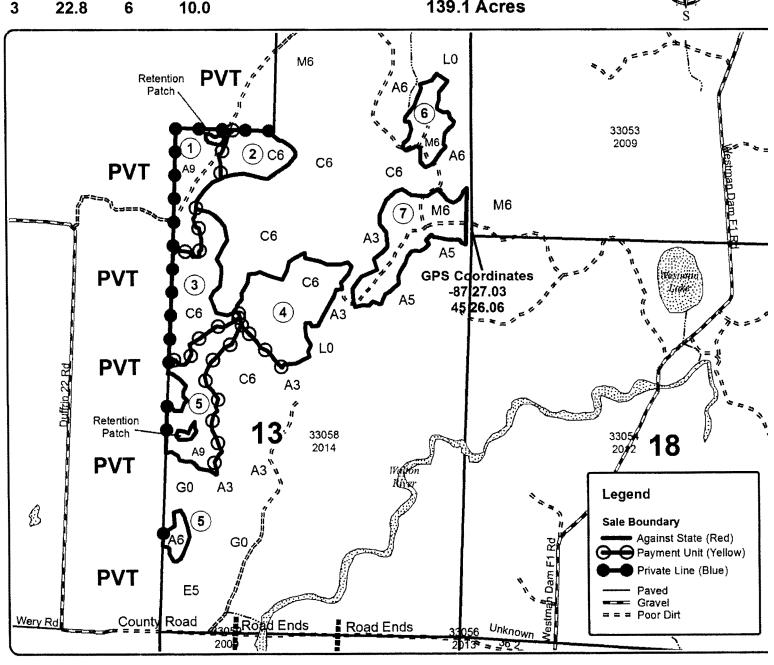
3 = Seedling Sapling Well

4 = Pole Timber Poor

2 = Seedling Sapling Medium

Compartment 058 139.1 Acres





Miles

0.75

TIMBER SALE INFORMATION

CHEESE FACTORY WAY (33-023-15-01)

T36N, R27W, SEC. 17.

Menominee County (Advertised Price \$46,830.55)

SALE NOTE: Access into two units of the timber sale will require written permission from a private landowner to access them. Verbal permission has already been obtained by the landowner.

Access may be through private land.

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

PRODUCTS & SPECIES	ESTIMATED UNITS*	ADV	ERTISED PRICE
Pulpwood			
Mixed Hardwood	566.00 Cords	\$	24.85 / Cord
Mixed Softwood	455.00 Cords	\$	23.65 / Cord
N. W. Cedar	840.00 Cords	\$	23.25 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$2,474.70:

PRODUCTS & SPECIES	ESTIMATED UNITS*	<u>ADV</u>	ERTISED PRICE
Sawlogs			
Mixed Hardwood	2.00 MBF	\$	237.00 / MBF
Pulpwood			
Q. Aspen	81.00 Cords	\$	24.70 / Cord

^{*} The total volume is statistically estimated within plus (+) or minus (-) 9.90 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of \$2,350.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
 - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
 - (b) The 10% down payment will be credited towards the first unit cut.
 - (c) Payment for each of the following units must be made before cutting begins in that unit:

PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
01	18%
02	21%
03	16%
04	12%
05	3%
06	25%
07	5%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2017.

Sale Specific Conditions & Requirements

Sale Name: Cheese Factory Way Sale Number: 33-023-15-01

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (1/14)

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

2 - Timber Specifications

2.1 - Included Timber

2.1.1 - Clearcut unit(s) with unmerchantable trees (6/14)

Within Payment Unit(s) 4, 5, and 7, cut all trees that are four (4) inches or more at DBH.

2.1.4 - Species designation unit(s) (12/08)

Within Payment Unit(s) 1, all trees greater than three (3) inches or more at DBH are designated for cutting; except do not cut trees marked with green paint above and below stump height.

2.1.7 - Leave tree marked unit(s) (6/14)

Within Payment Unit(s) 2, 3, and 6, cut all trees that are four (4) inches or more at DBH; except trees marked with green paint above and below stump height.

There is a retention patch within unit 3 and two retention patches within unit's 2 and 6 that are bounded by red paint and need to be protected. No harvesting activities may occur within these areas.

2.1.11 - Description of timber note (2/04)

Note that the mixed softwood volume contains approximately 177 cords of tamarack, 150 cords of spruce, and 127 cords of balsam fir. Also note that the mixed hardwood pulpwood volume contains a high percentage of ash.

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (7/14)

Payment Unit(s) \$18,000 in value or greater 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

4.2 - Maintenance

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. The grading equipment to be used must be approved by the Unit Manager or his/her representative.

4.4 - Access

4.4.1 - Private property access (3/11)

Permission for access across private land has been obtained by the DNR for access into units 6 and 7 through the SWNE of section 17, but the purchaser is responsible for obtaining written permission within 30 days of the bid opening and prior to the beginning of operations. If the Purchaser desires to cross a different landowner's property to access these units it is the Purchasers responsibility to obtain written permission.

Any written permission must include access for the DNR representatives.

Contact Dustin Salter (Ext 224) or Dan Beaudo (Ext 223) at the Stephenson Field Office at 906-753-6317 for the private landowners contact information.

5 - Operations

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.1 - Slash within sale area (2/04)

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

5.2.1.2 - Slash Remova

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

All slash must be removed at least 30 feet from the cleared right-of-way of the Cheese Factory Road and Ziel Lane.

5.2.3 - Operating Restrictions

5.2.3.1 - Operating restrictions (9/11)

Within Payment Unit(s) 1, 2, 3, 4, 6, and 7 cutting and skidding are limited to the period of December 1st to March 31st, unless there is an extended dry or frozen period and the sale administrator approves harvesting during that time period. This restriction is because of low wet ground within these units.

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.

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

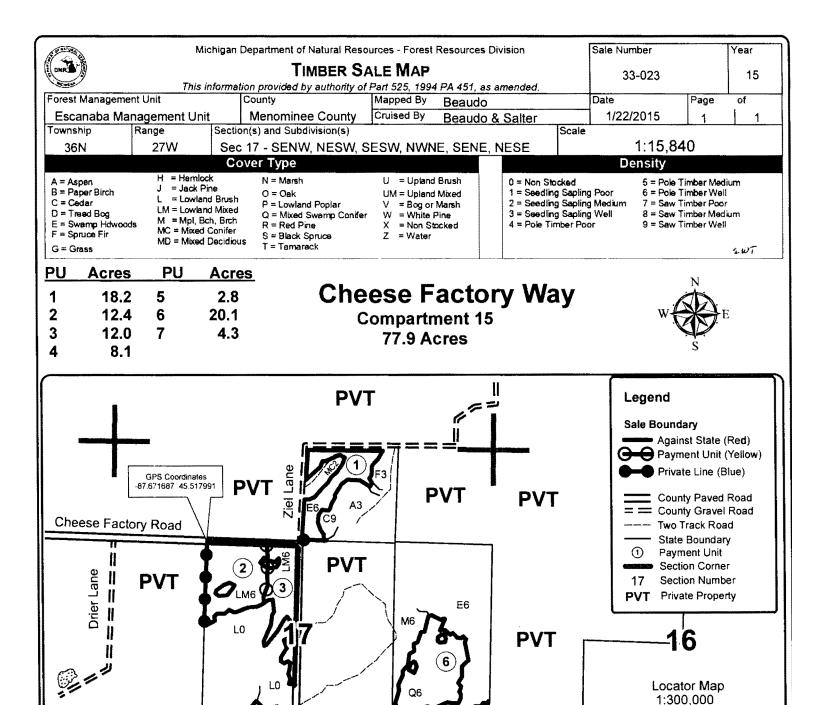
7 - Other Conditions

7.5 - Loss

7.5.1 - Deteriorating timber (7/09)

The sale area has received damage from the Eastern Larch Beetle. 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 3/4/2015 4:25:23PM



Miles

5

Homestead Lane

0.75

мс3

Road

Cheese Factory

0

0.125

0.25

0.5

Wire Grass Lake

Pokovich Ln

Swanson Lake

Klatt Road

TIMBER SALE INFORMATION

PEMENE CREEK CROSSING (33-025-15-01)

T37N, R28W, SEC. 15; T37N, R28W, SEC. 22.

Menominee County (Advertised Price \$97,768.65)

SALE NOTE: Access into units 6-9 has been obtained through private property by the DNR, but the Purchaser must obtain a written agreement with the landowner within 30 days of the bid opening.

Access may be through private land.

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

PRODUCTS & SPECIES	ESTIMATED UNITS*	ADV	ERTISED PRICE
Pulpwood			
Mixed Softwood	971.00 Cords	\$	31.10 / Cord
N. W. Cedar	410.00 Cords	\$	30.60 / Cord
Q. Aspen	1,379.00 Cords	\$	32.45 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$10,276.00:

PRODUCTS & SPECIES	ESTIMATED UNITS*	<u>AD\</u>	ERTISED PRICE
Sawlogs			
Red Oak	6.80 MBF	\$	146.00 / MBF
Red Pine	8.50 MBF	\$	198.00 / MBF
White Pine	28.90 MBF	\$	102.00 / MBF
Pulpwood			
Mixed Hardwood	121.00 Cords	\$	32.65 / Cord
Red Oak	35.00 Cords	\$	20.05 / Cord

^{*} The total volume is statistically estimated within plus (+) or minus (-) 9.21 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 **\$5,000.00** to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
 - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
 - (b) The 10% down payment will be credited towards the first unit cut.
 - (c) Payment for each of the following units must be made before cutting begins in that unit:

PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
01	8%
02	17%
03	12%
04	6%
05	8%
06	9%
07	20%
08	8%
09	12%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2018.

Sale Specific Conditions & Requirements

Sale Name: Pemene Creek Crossing Sale Number: 33-025-15-01

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (1/14)

The sale boundary and Payment Unit boundaries are marked and identified by blue, red and/or yellow paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint. Yellow painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid for.

2 - Timber Specifications

2.1 - Included Timber

2.1.1 - Clearcut unit(s) with unmerchantable trees (6/14)

Within Payment Unit(s) 3 and 4, cut all trees that are two (2) inches or more at DBH; except in unit 4 do not cut oak, white pine, red pine, and hemlock.

2.1.7 - Leave tree marked unit(s) (6/14)

Within Payment Unit(s) 1, 2, 5, and 7, cut all trees that are three (3) inches or more at DBH; except hemlock and trees marked with green paint above and below stump height.

In Addition

Within unit 1 do not cut pine. Also leave 1 cedar 8" inches (at DBH) or larger every 50'. The 8" DBH equates to a 10 inch stump diameter.

Within unit 2 do not cut pine.

Within unit 5 do not cut pine and oak.

Within unit 7 there is a retention patch that is bounded by red paint and needs to be protected. No harvesting activities may occur within this area.

2.1.11 - Description of timber note (2/04)

Note that the mixed softwood pulpwood volume contains approximately 585 cords of spruce, 260 cords of tamarack, 86 cords of pine, and 40 cords of balsam fir.

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (7/14)

Payment Unit(s) \$18,000 in value or greater 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

4.2 - 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 other wet weather conditions.

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. The grading equipment to be used must be approved by the Unit Manager or his/her representative.

4.4 - Access

4.4.1 - Private property access (3/11)

Permission for access across private land through the SWSW of Section 14 has been obtained by the DNR. This access is for units 6-9 and is shown on the attached timber sale map. There is a cable currently across the road. The Purchaser must obtain a written agreement with the private landowner and it must be given to the Unit Manager within 30 days of the bid opening and prior to the beginning of operations. The agreement must include DNR access.

To obtain more information on the access into the sale, contact Dustin Salter(ext 224) or Dan Beaudo(ext 223); at the Stephenson Field Office at 906-753-6317.

5 - Operations

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.1 - Slash within sale area (2/04)

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

5.2.3 - Operating Restrictions

5.2.3.1 - Operating restrictions (9/11)

Within Payment Unit(s) 1, 2, 5, and 6 cutting and skidding are limited to the period of December 1st to March 31st, unless there is an extended dry or frozen period and the sale administrator approves harvesting during that time period. This restriction is because of low wet ground within the units.

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.

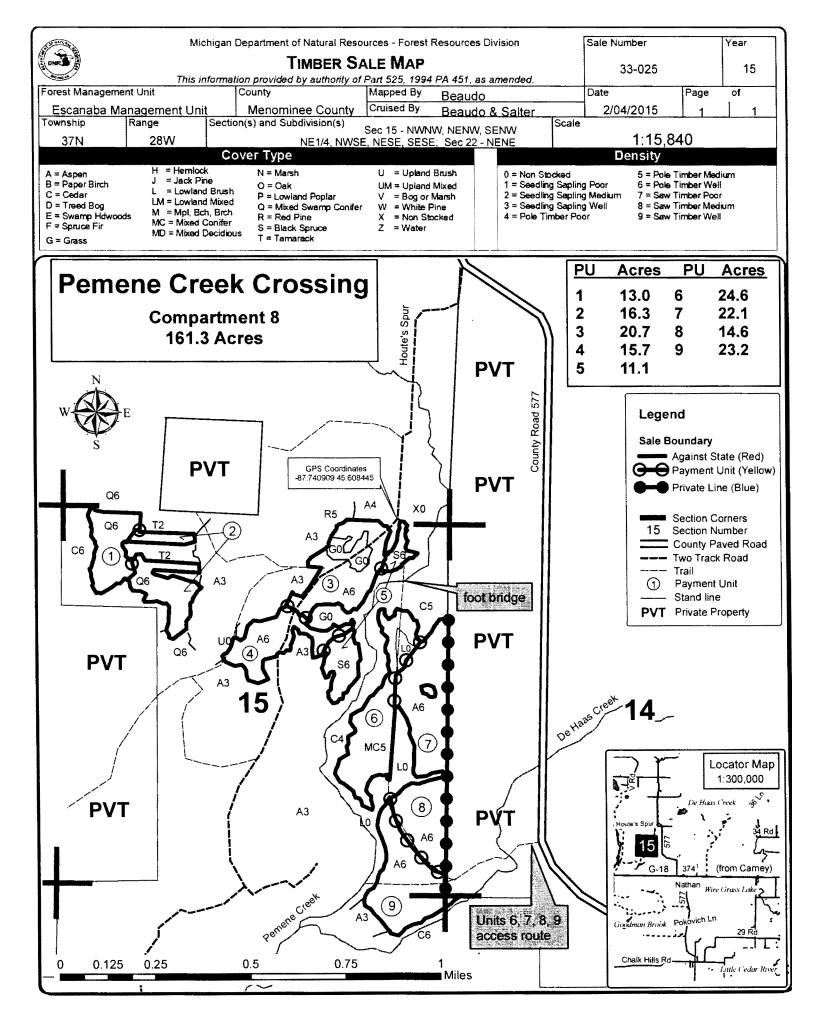
7 - Other Conditions

7.5 - Loss

7.5.1 - Deteriorating timber (7/09)

The sale area has received damage from the Eastern Larch Beetle on the tamarack and the Spruce Budworm on the balsam fir and spruce. 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 3/13/2015 1:11:11PM



BID FORM

ESCANABA MANAGEMENT UNIT ESCANABA OFFICE

WALTON RIVER (33-022-15-01)

T35N, R26W, SEC. 12; T35N, R26W, SEC. 13, Menominee County

In response to the notice of sale to be held 3:00 p.m. (local time) on May 19, 2015, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	<u>ESTIMATE</u> I	D UNITS*	AD'	VERTISED PRICE	BID F	PRICE
Sawlogs						
Mixed Hardwood	82.50	MBF	\$	177.00 / MBF	\$	/ MBF
Pulpwood						
Mixed Hardwood	1,061.00	Cords	\$	31.00 / Cord	\$	/ Cord
Mixed Softwood	397.00	Cords	\$	30.40 / Cord	\$	/ Cord
Q. Aspen	420.00	Cords	\$	30.70 / Cord	\$	/ Cord
Tamarack	417.00	Cords	\$	27.00 / Cord	\$	/ Cord

I understand that any or all bids may be rejected. All bids must be signed and all bid items must be bid or the bid form may be rejected. I also understand that consideration and awarding a contract will be based upon my past performance and ability to complete the contract based upon equipment and staffing subject to my control.

	FEDERAL ID:	or SOCIAL SECU	JRITY NUMBER:	
	Company or individual bidding:			
	Company representative's name:			
	Address:			
	City:	State:	Zip:	
F AVAIL	ABLE, PLEASE PLACE THE PERSOI	NALIZED LABEL FROM	I YOUR PROSPECTUS IN T	HE ABOVE BOX.
ndividual	or company representative's signatur	re:		Date:
Phone nu	mber :	Email (optional):	

^{*} The total volume is statistically estimated within plus (+) or minus (-) 9.90 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.



Title

Michigan Department of Natural Resources & Environment Forest Management Division

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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

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

	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.				
٠	All Information must be typed or printed e	xcept for written sig	natures.		
Ple	ease 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 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-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0").				
	Full-time En	nployees		Part-time Employees	
Name of Business			Federal ID (or) Social Security	No.	
Address			Telephone		
City		State	ZIP		
I hereby certify that the above information is true and correct. I agree to notify the occur in factors affecting my coverage during any of my present and future operations.					

Date

BID FORM

CHEESE FACTORY WAY (33-023-15-01) T36N, R27W, SEC. 17, Menominee County

In response to the notice of sale to be held 3:00 p.m. (local time) on May 19, 2015, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	ESTIMATED UNITS*	ADVERTISED PRICE	BID PRICE
Pulpwood		·	
Mixed Hardwood	566.00 Cords	\$ 24.85 / Cord	\$ / Cord
Mixed Softwood	455.00 Cords	\$ 23.65 / Cord	\$ / Cord
N. W. Cedar	840.00 Cords	\$ 23.25 / Cord	\$/ Cord
			d maior for a total value of MO

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$2,474.70:

PRODUCTS & SPECIES	ESTIMATED UN	NITS* AD	VERTISED PRICE
Sawlogs			
Mixed Hardwood	2.00 MB	SF \$	237.00 / MBF
Pulpwood			
Q. Aspen	81.00 Co	rds \$	24.70 / Cord

I understand that any or all bids may be rejected. All bids must be signed and all bid items must be bid or the bid form may be rejected. I also understand that consideration and awarding a contract will be based upon my past performance and ability to complete the contract based upon equipment and staffing subject to my control.

	FEDERAL ID:	or SOCIA	AL SECURITY NUMBER	₹	
	Company or individu	al bidding:			
	Company representa	ative's name:			
	Address:				
	City:	State:	Zip:		
F AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.					
ndividua	idual or company representative's signature: Date:				
Phone nu	one number : Email (optional):				

^{*} The total volume is statistically estimated within plus (+) or minus (-) 9.90 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.



Title

Michigan Department of Natural Resources & Environment Forest Management Division

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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

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

	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.				within 21	
•	All Information must be typed or printed except for written signatures.					
Ple	ease Check Appropriate Categories:					
1.	 My business is organized as (you must check <u>one</u> of the boxes below): 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. 			approved e contract 95).		
3.	If you have checked item 2(A) or 2(B), you mus than yourself, including family members and act					s, other
	Full-time Employees	ř.		-	Part-time Employees	i
Nam	e of Business		Federal ID	(or) Social Se	Security No.	
Address		Telephone ()			
City State ZIP			ZIP			
000	hereby certify that the above information is true and correct. I agree to notify the Michigan DNRE of any changes that cour in factors affecting my coverage during any of my present and future operations. Signature of Owner or Authorized Representative					

Date

BID FORM

ESCANABA MANAGEMENT UNIT ESCANABA OFFICE

<u>PEMENE CREEK CROSSING (33-025-15-01)</u> T37N, R28W, SEC. 15; T37N, R28W, SEC. 22, Menominee County

In response to the notice of sale to be held 3:00 p.m. (local time) on May 19, 2015, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	ESTIMATED UNITS*	ADVERTISED PRICE	BID PRICE
Pulpwood			
Mixed Softwood	971.00 Cords	\$ 31.10 / Cord	\$ / Cord
N. W. Cedar	410.00 Cords	\$ 30.60 / Cord	\$ / Cord
Q. Aspen	1,379.00 Cords	\$ 32.45 / Cord	\$ / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$10,276.00:

PRODUCTS & SPECIES	ESTIMATED UNITS*	ADVERTISED PRICE
Sawlogs		
Red Oak	6.80 MBF	\$ 146.00 / MBF
Red Pine	8.50 MBF	\$ 198.00 / MBF
White Pine	28.90 MBF	\$ 102.00 / MBF
Pulpwood		
Mixed Hardwood	121.00 Cords	\$ 32.65 / Cord
Red Oak	35.00 Cords	\$ 20.05 / Cord

^{*} The total volume is statistically estimated within plus (+) or minus (-) 9.21 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

I understand that any or all bids may be rejected. All bids must be signed and all bid items must be bid or the bid form may be rejected. I also understand that consideration and awarding a contract will be based upon my past performance and ability to complete the contract based upon equipment and staffing subject to my control.

	FEDERAL ID:	or SOCIAL SECU	JRITY NUMBER:		
	Company or individual bidding:				
	Company representative's name:				
	Address:				
	City:	State:	Zip:		
F AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.					
Individual	ual or company representative's signature: Date:				
Phone nu	hone number : Email (optional):				



Michigan Department of Natural Resources & Environment Forest Management Division

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

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

Signature of Owner or Authorized Representative

Title

	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 a sale contract.	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 of days of the contract award and prior to the issuance of the timber sale					
•	All Information must be typed or printed except for written signatures					
Ple	Please Check Appropriate Categories:					
1.	 My business is organized as (you must check one of the boxes be A. Sole Proprietorship (individual) B. Partnership C. Corporation 	A. ☐ Sole Proprietorship (individual) B. ☐ Partnership				
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-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0"). Full-time Employees					
am	ame of Business Federal ID (or) Social Security No.					
.ddr	ddress Telephone ()				
ity	ity State ZIP					
	nereby certify that the above information is true and correct. I agree to notify the Michigan DNRE of any changes that occur in factors affecting my coverage during any of my present and future operations.					

Date