

DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

TIMBER SALE PROSPECTUS #5579

SCHEDULED SALE DATE AND TIME: 9:00 a.m. (local time) on March 17, 2016.

LOCATION: PIGEON RIVER COUNTRY MGMT UNIT, 9966 TWIN LAKES RD, VANDERBILT, MI 49795.

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, PIGEON RIVER COUNTRY MANAGEMENT UNIT, for certain timber on the following described lands:

HACKMATACK HEAVEN (53-009-15-01) / T31N, R01W, SEC. 26, NWNE, NENW.

Otsego County, Advertised Price \$3,132.80, 8.0 Acres,

SALE NOTE: The sale price has been reduced 30%.

BIG SWALE HARDWOODS (53-015-15-01) / T33N, R01W, SEC. 15, NW/SE.

T33N, R01W, SEC. 15, S1/2 OF NE1/4, E1/2 OF SE1/4.

T33N, R01W, SEC. 22, NE/NE.

Cheboygan County, Advertised Price \$20,982.60, 43.0 Acres,

THE CROCK ASPEN (53-018-15-01) / T33N, R01E, SEC. 13, W1/2 OF NW1/4.

T33N, R01E, SEC. 14, E1/2 OF NE1/4.

Cheboygan County, Advertised Price \$35,227.20, 52.0 Acres,

SALE NOTE: A recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Certain restrictions/specifications may be applicable including time restrictions.

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

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

Bids must be received by the Unit Manager, PIGEON RIVER COUNTRY OFFICE, 9966 TWIN LAKES RD, VANDERBILT, MI 49795, no later than 9:00 a.m. (local time) on March 17, 2016. For further information concerning this sale, contact Scott Whitcomb at 989-983-4101.

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.

DR. WILLIAM MORITZ
Director

TIMBER SALE INFORMATION

HACKMATACK HEAVEN (53-009-15-01)

T31N, R01W, SEC. 26.

Otsego County (Advertised Price \$3,132.80)

SALE NOTE: The sale price has been reduced 30%.

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 PRIC	
Pulpwood			
Mixed Softwood	22.00 Cords	\$ 13.20 / Co	rd
Tamarack	163.00 Cords	\$ 16.30 / Co	rd

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$185.50:

PRODUCTS & SPECIES	ESTIMATED UNITS*	ADVERTISED PRICE		
Pulpwood				
Mixed Aspen	10.00 Cords	\$	7.20 / Cord	
N. W. Cedar	10.00 Cords	\$	11.35 / Cord	

^{*} The total volume is statistically estimated within plus (+) or minus (-) 35.17 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 \$1,000.00 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 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 06/30/2018.

Sale Specific Conditions & Requirements

Sale Name: Hackmatack Heaven Sale Number: 53-009-15-01

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (1/14)

The sale boundary is marked and identified by red paint. The painted boundary line trees are not Included Timber and are to be protected.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) #1, cut all trees that are two (2) inches or more at DBH, except do not cut any paper birch, hemlock, elm, cherry, oak, or any trees marked with green paint above and below stump height.

2.1.11 - Description of timber note (2/04)

Note that Mixed Softwood contains 18 cords of balsam fir and 4 cords of white spruce, and Mixed Aspen contains 3 cords of quaking aspen and 7 cords of balsam poplar.

2.1.15 - Hazard trees near roads (7/13)

Cut and remove all standing dead trees within 50 feet of the cleared portion of Sparr Road. These trees may be utilized or must be scattered back into the sale area. Do not cut any dead trees within the remainder of the sale area, including tamarack.

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 (9/13)

If chipping occurs on this sale, then no woody debris present on the ground at the start of the sale may be chipped and the landing size and locations must be approved by the Unit Manager or his/her representative.

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. No damage is acceptable to merchantable trees. Within the sale area, if more than 5% of trees (> 4.5" DBH) within a specified area of the sale are damaged, liquidated damages will be assessed for all trees damaged. Rates will be in accordance with General Condition and Requirement 3.4 Damaged Timber.

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.

4.1.6 - 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 10 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.

4.1.12 - No new roads (1/12)

No new roads will be permitted in any Payment Unit. All operations are limited to existing roads.

4.3 - Public Right-of-Way

4.3.2 - County R-O-W (12/06)

The county must be contacted prior to crossing or harvesting in the county road R-O-W.

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 to determine landing and road locations. The Unit Manager or his/her representative must be contacted at least 10 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 5 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

5.2.1.2 - Slash Removal

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

All slash must be removed at least 25 feet from the cleared right-of-way of Sparr Road.

5.2.1.11 - Slash for reforestation (5/07)

To facilitate reforestation, the sale area shall be left with slash evenly distributed. Bunched tops within the cutting area shall be broken up and scattered. Stumps shall be cut low to the ground. Processing sites shall not be left with a compacted layer of slash; tops from these sites shall be hauled back into the cut area and scattered.

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 limited to the period of December 1 to March 15. This restriction is because of wet ground within the Sale Area.

5.2.18 - Equipment requirements (1/09)

All rubber-wheeled equipment must be equipped with tracks prior to operating within the Sale Area to avoid rutting damage to the saturated soils.

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.

5.4 - 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 25 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

7.2 - Extensions

7.2.5 - Weather related extension (1/13)

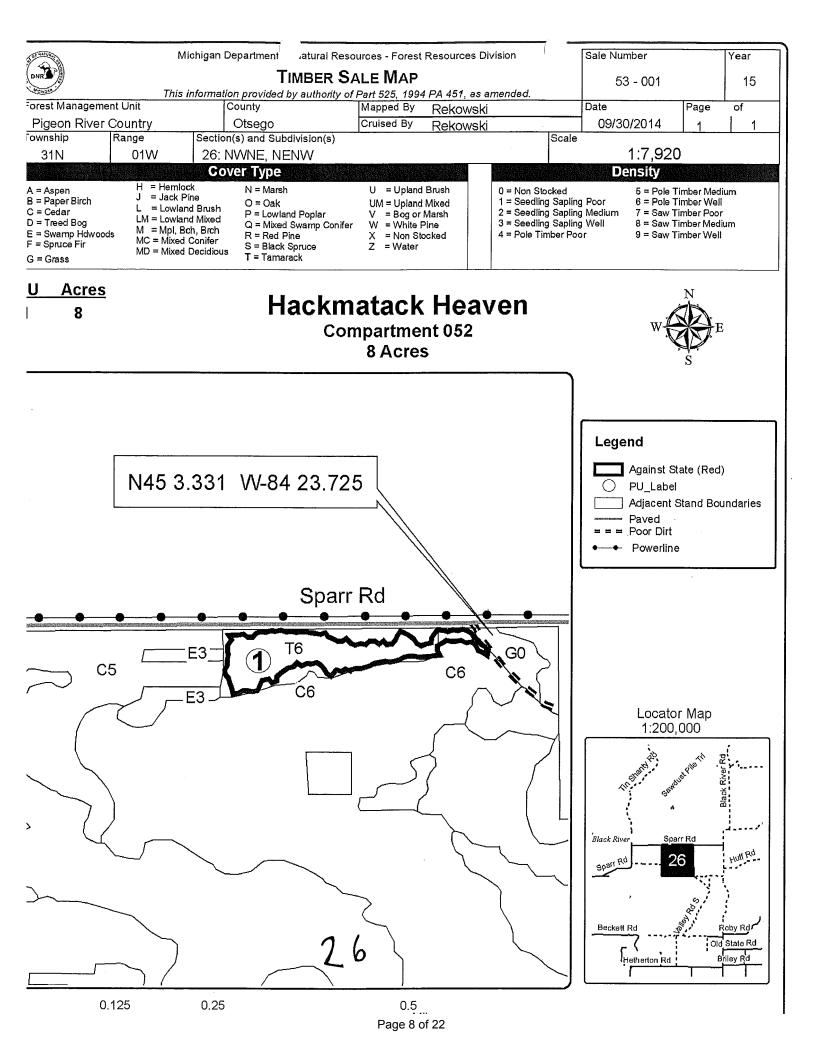
If weather conditions during the operating period of this contract prevent harvesting, this sale may qualify for a weather related extension. If approved, the normal extension fee would be waived. To qualify, there must be a documented attempt each year to harvest in the difficult portion of the sale.

7.5 - Loss

7.5.1 - Deteriorating timber (7/09)

The sale area has received damage from eastern larch beetle and tamarack mortality is currently occurring. 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 2/10/2015 11:18:49AM



TIMBER SALE INFORMATION

BIG SWALE HARDWOODS (53-015-15-01)

T33N, R01W, SEC. 15; T33N, R01W, SEC. 22. Cheboygan County (Advertised Price \$20,982.60)

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	
Sawlogs				
Basswood	99.00 MBF	\$	64.00 / MBF	
Sugar Maple	30.00 MBF	\$	410.00 / MBF	
Pulpwood				
Sugar Maple	102.00 Cords	\$	13.20 / Cord	

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$1,000.20:

PRODUCTS & SPECIES	<u>ESTIMATE</u>	ED UNITS*	<u>ADV</u>	ERTISED PRICE
Sawlogs				
Beech	5.00	MBF	\$	50.00 / MBF
Red Maple	2.00	MBF	\$	60.00 / MBF
Pulpwood				
Basswood	96.00	Cords	\$	4.40 / Cord
Beech	16.00	Cords	\$	8.05 / Cord
Red Maple	5.00	Cords	\$	15.80 / Cord

^{*} The total volume is statistically estimated within plus (+) or minus (-) 14.71 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 \$1,500.00 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 06/30/2018.

Sale Specific Conditions & Requirements

Sale Name: Big Swale Hardwoods Sale Number: 53-015-15-01

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 red and yellow paint, respectively. Some yellow painted trees marking the payment unit boundary may be also marked with orange paint and may be cut.

2 - Timber Specifications

2.1 - Included Timber

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

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

2.2 - Utilization

2.2.4 - Skidding length (2/14)

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

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.

4.1.7 - 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. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth. Temporary berms may be required if no sale activity occurs for 30 or more consecutive days.

4.1.12 - No new roads (1/12)

No new roads will be permitted in any Payment Unit. All operations are limited to existing roads. Skid trails only will be allowed.

4.2 - Maintenance

4.2.5 - 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 between the Purchaser and sale administrator is required prior to beginning any operations to determine landing and road locations.

5.1.4 - Post-sale conference (6/11)

A post-sale conference on site between the Purchaser and sale administrator is required 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

5.2.1.2 - 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 all forest and county roads.

5.2.1.2.6 - Slash removal, general (7/05)

All slash must be removed from all openings used for landing purposes. Slash includes tree tops, branches, stumps and/or chipping residue. Larger debris should be removed from the opening area and spread throughout the sale area and any accumulated chips should be pushed out of the opening or spread thin enough to not inhibit revegetation.

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) I & II, unless changed by written agreement, cutting and skidding are not permitted during the period of May 1 to July 1. This restriction is because of bark slippage.

5.2.37 - No decking areas (12/08)

No decking is allowed within 50 feet of Osmun Road.

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

5.8.3 - Red shoulder hawk or goshawk (3/13)

In the event that an active red shoulder hawk or goshawk nest is found, the contract may be amended to protect the nest site until the nest is determined to be inactive. The value of the trees in this excluded area will be refunded or credited to the Purchaser. The nest will be buffered with a five-chain radius (eight acre) protection area, centered on the nest tree, in which there will be no cutting or new roads constructed. Avoid human disturbance, including loading and skidding, in the protection area. An additional zone of five chains (ten chains centered on the active nest tree) will be established in which there is no management activity from March 1 to August 15. Limit biomass harvesting and chipping operations within this ten-chain zone, retain the maximum one-third of residues per the Woody Biomass Harvesting Guidelines (Michigan DNR 2010). Nests determined to be inactive will be protected with a one-chain no-harvest buffer.

7 - Other Conditions

7.5 - Loss

7.5.1 - Deteriorating timber (7/09)

The sale area has received damage from Emerald Ash Borer resulting in death of nearly all the White Ash. If the purchaser wishes to salvage the Ash, they are free to do so and, in so doing, agree to pay the price of \$30 per cord. All Ash shall be decked separately and will be scaled on the landing by the Timber Sale Administrator. An amendment to the contract will then be written up to include the additional cost of the Ash. 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 10/22/2015 4:15:29PM



Michigan Department of .ural Resources - Forest, Mineral & Fire Management **TIMBER SALE MAP**

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

Sale Number Year

53-015-15-01

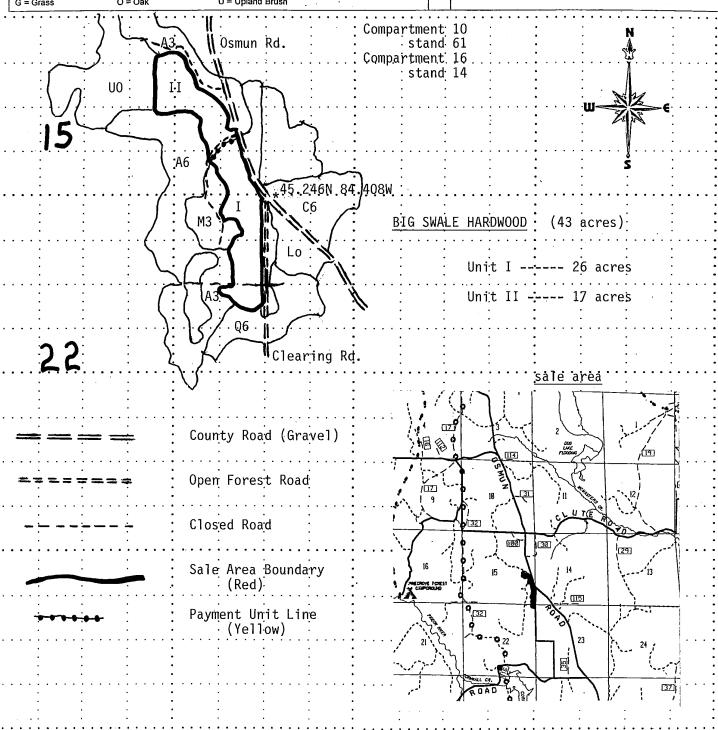
2015

County Date Forest Management Unit Mapped By Rick McDonald Page of Pigeon River Country FMU Cheboygan
Township Range Section(s) and Subdivision(s) Cruised By Rick McDonald 08/24/2015

Scale (15)S3 of NE3. E3 of SE3. NW/SE (22) NE/NE 33N

|... 4" ...| = 1 mile

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



TIMBER SALE INFORMATION

THE CROCK ASPEN (53-018-15-01)

T33N, R01E, SEC. 13; T33N, R01E, SEC. 14. Cheboygan County (Advertised Price \$35,227.20)

SALE NOTE: A recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Certain restrictions/specifications may be applicable including time restrictions.

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>	ADVERTISED PRICE	
Sawlogs					
Mixed Aspen	86.00	MBF	\$	88.00 / MBF	
Mixed Hardwood	34.00	MBF	\$	124.00 / MBF	
Pulpwood					
Mixed Aspen	465.00	Cords	\$	15.90 / Cord	
Mixed Hardwood	242.00	Cords	\$	16.65 / Cord	
Mixed Softwood	378.00	Cords	\$	31.80 / Cord	

^{*} The total volume is statistically estimated within plus (+) or minus (-) 12.30 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of \$2,000.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
 - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
 - (b) The 10% down payment will be credited towards the first unit cut.
- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 12/31/2017.

Sale Specific Conditions & Requirements

Sale Name: The Crock Aspen Sale Number: 53-018-15-01

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (1/14)

The sale boundary is marked and identified by red paint. Payment unit lines are marked and identified with yellow paint. Painted boundary trees are not to be cut.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1 and 2, cut all trees that are two (2) inches or more at DBH.

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (7/14)

Payment Unit(s) 1 and 2 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.

4.1.6 - Road construction (1/09)

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

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. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth. Temporary berms may be required if no sale activity occurs for 30 or more consecutive days.

42 - Maintenance

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 between the Purchaser and sale administrator is required prior to beginning any operations to

determine landing and road locations.

5.1.4 - Post-sale conference (6/11)

A post-sale conference on site between the Purchaser and sale administrator is required 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

5.2.1.8 - Slash height (12/08)

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

5.2.1.10 - No slash in openings (5/10)

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

5.2.2 - Hazard Trees/Snags

5.2.2.1 - Den trees (2/04)

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

5.2.3 - Operating Restrictions

5.2.3.1 - Operating restrictions (9/11)

Within Payment Unit(s) 1 and 2 unless changed by written agreement, cutting, skidding, and hauling are not permitted during the period of May 1 to July 1. This restriction is to limit the effects of overbrowsing by Elk and Deer.

5.2.4 - Dead and Down Creation

5.2.4.1 - Dead and down creation, marked trees (10/13)

All trees marked with a yellow "X" must be left until all merchantable timber has been cut and taken to the landing. At which time, they are to be cut, felled, and left on the ground.

5.2.40 - Pathway protection (10/10)

The High Country Pathway is a hiking/biking trail and is shown on the Timber Sale Map. Do not cut trees or damage posts with blue pathway markers. Maintain a 20-foot wide slash, debris, and rut free zone daily, using the pathway as the centerline. Only Aspen may be cut within that 20 foot zone. Do not run equipment down the pathway. Skidding across the trail may only occur in locations approved by the sale administrator.

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.

Section Name: Sale Specific Current as of 10/26/2015 1:23:11PM



Michigan Department of \. ural Resources - Forest, Mineral & Fire Management TIMBER SALE MAP

Sale Number 53-018-15-01

Year 2015

This information provided by authority of Part 525 of Act 451, PA 1994, as amended. Forest Management Unit County Mapped By Page of Rick McDonald Cruised By Rick McDonald Pigeon River Country FMU Township Range Secti FMU Cheboygan Section(s) and Subdivision(s) 09/09/2015 Scale 4" ...| = 1 mile 33N 01E $(13)W_{\frac{1}{2}}$ of $NW_{\frac{1}{4}}$ E of NE a **Cover Type** Density V = Bog or Marsh W = White Pine P = Lowland Poplar 0 = Non Stocked 5 = Pole Timber Medium A = Aspen B = Paper Birch H = Hemlock 1 = Seedling Sapling Poor 2 = Seedling Sapling Medium J = Jack Pine Q = Mixed Swamp Cnfr 6 = Pole Timber Well C = Cedar L = Lowland Brush R = Red Pine X = Non Stocked 7 = Saw Timber Poor E = Swamp Hdwoods M = Mpl, Bch, Brch S = Black Spruce Z = Water 3 = Seedling Sapling Well 8 = Saw Timber Medium F = Spruce Fir N = Marsh T = Tamarack 4 = Pole Timber Poor 9 = Saw Timber Well U = Upland Brush G = Grass O = Oak Compartment 26 stand 41 **PVT** 45.257N A3 84.271W THE CROCK ASPEN (52 acres) В Unit I ---- 27 acres Α Unit II ∹-- 25 acres C PVT. ġ6 6 High Country Pathway sale area 16 County Road - Gravel 24 RO 22 Open Forest Road OXDOW Cr; Hiking/Biking Pathway: 25 Payment Unit Line . SILVER L. 34 35, Sale Area Boundary

BID FORM

PIGEON RIVER COUNTRY MANAGEME
PIGEON RIVER COUNTRY

BIG SWALE HARDWOODS (53-015-15-01)

T33N, R01W, SEC. 15; T33N, R01W, SEC. 22; Cheboygan COUNTY

In response to the notice of sale to be held 9:00 a.m. (local time) on March 17, 2016, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	ESTIMATED VOLUME*	ADVERTISED PRICE	BID PRICE
Sawlogs			
Basswood	99.00 MBF	\$ 64.00/MBF	\$
Sugar Maple	30.00 MBF	\$ 410.00/MBF	\$
Pulpwood			
Sugar Maple	102.00 Cords	\$ 13.20/Cord	\$

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$1,000.20:

PRODUCTS & SPECIES	<u>ESTIMATED</u>	ESTIMATED VOLUME*		ADVERTISED PRICE		
Sawlogs						
Beech	5.00	MBF	\$	50.00/MBF		
Red Maple	2.00	MBF	\$	60.00/MBF		
Pulpwood						
Basswood	96.00	Cords	\$	4.40/Cord		
Beech	16.00	Cords	\$	8.05/Cord		
Red Maple	5.00	Cords	\$	15.80/Cord		

^{*}The volumes are statistically estimated within plus (+) or minus (-) 14.71 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

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



Michigan Department of Natural Resources Forest, Mineral and Fire Management

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 or Permit No			
Year:	Type:		
Forest Area:			

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

	All Information must be typed or printed except for writte		
_	All illionilation must be typed of printed except for write	en signatures.	
Plea	Please Check Appropriate Categories:		
1.	My business is organized as (you must check <u>one</u> of the box A. □ Sole Proprietorship (individual) B. □ Partnership C. □ Corporation	xes below):	
2.	 You must check one of the boxes below: A. I certify that my business is a sole proprietorship an Worker's Compensation Laws. B. I certify that my business has satisfied its obligation Notice of Exclusion (BWC-337, Rev. 5/96). I will praward. (For questions or a copy of the BWC-337, ple C. I certify that my business has a Worker's Compensations of the contract award. 	n to the Worker's Corovide a copy of the ease call the Worker'	ompensation Act through the use of an approved Notice of Exclusion within 21 days of the contract s Compensation Bureau at 517 -322-1195).
3.	B. If you have checked item 2(A) or 2(B), you must indicate including family members and active partners (if none, you m Full Time Employees		full and part time employees other than yourself Part Time Employees
Nam	Name of Business	Federal ID (or) So	ocial Security No.
Add	Address	Telephone No.	
City	City State		Zip + 4
COV	hereby certify that the above information is true and correct. I agreewerage during any of my present and future operations. Signature of Owner or Authorized Representative	gree to notify the DNR	R of any changes that occur in factors affecting my
	Title	Date	

BID FORM

PIGEON RIVER COUNTRY MANAGEME
PIGEON RIVER COUNTRY

THE CROCK ASPEN (53-018-15-01)

T33N, R01E, SEC. 13; T33N, R01E, SEC. 14; Cheboygan COUNTY

In response to the notice of sale to be held 9:00 a.m. (local time) on March 17, 2016, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	ESTIMATED	VOLUME*	AD	VERTISED PRICE	BID PRICE
Sawlogs					
Mixed Aspen	86.00	MBF	\$	88.00/MBF	\$
Mixed Hardwood	34.00	MBF	\$	124.00/MBF	\$
Pulpwood					
Mixed Aspen	465.00	Cords	\$	15.90/Cord	\$
Mixed Hardwood	242.00	Cords	\$	16.65/Cord	\$
Mixed Softwood	378.00	Cords	\$	31.80/Cord	\$

^{*}The volumes are statistically estimated within plus (+) or minus (-) 12.30 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

	FEDERAL ID: or SOCIAL SECURITY NUMBER:				
	Company or individual bidding:_				
	Company representative's name	:			
	Address:				
	City:	State:	Zip:		
F AVAIL	City:ABLE, PLEASE PLACE THE PER			<u> </u>	BOX.
	•	SONALIZED LABE	EL FROM YOUR PROSP	<u> </u>	BOX.



Michigan Department of Natural Resources Forest, Mineral and Fire Management

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 or Permit No				
Year:	Туре:			
Forest Area:				

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.

•	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	Please Check Appropriate Categories:					
1.	 My business is organized as (you must check one of the boxes below): A. Sole Proprietorship (individual) B. Partnership C. Corporation 					
2.	 A. I certify that my business is a sole proprietorship and it has no employed Worker's Compensation Laws. B. I certify that my business has satisfied its obligation to the Worker's C Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the award. (For questions or a copy of the BWC -337, please call the Worker's Compensation. 	 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. 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). I certify that my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within 21 				
3.	 If you have checked item 2(A) or 2(B), you must indicate the number of bo including family members and active partners (if none, you must enter "0"). Full Time Employees 	th full and part time employees other than yourself Part Time Employees				
Nar	Name of Business Federal ID (or) S	Federal ID (or) Social Security No.				
Add	Address Telephone No.					
City	City State	Zip + 4				
cov _	I hereby certify that the above information is true and correct. I agree to notify the DN coverage during any of my present and future operations. Signature of Owner or Authorized Representative	R of any changes that occur in factors affecting my				
-	Title Da	te				

TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

BID FORM

PIGEON RIVER COUNTRY MANAGEME PIGEON RIVER COUNTRY

HACKMATACK HEAVEN (53-009-15-01) T31N, R01W, SEC. 26; Otsego COUNTY

In response to the notice of sale to be held 9:00 a.m. (local time) on March 17, 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.

rejected.						
PRODUCTS & SPECIES	ESTIMATED VOLUME*		AD\	ERTISED PRICE	BID PRICE	
Pulpwood Mixed Softwood	22.00	Cords	\$	13.20/Cord	\$	
Tamarack	163.00	Cords	\$	16.30/Cord	\$	
In addition, the successful bidder agree	es to purchase	the following s	species at th	e indicated advertis	ed price for a total value	e of \$185.50 :
PRODUCTS & SPECIES	ESTIMATED	VOLUME*	<u>AD\</u>	ERTISED PRICE		
Pulpwood Mixed Aspen N. W. Cedar		Cords Cords	\$ \$	7.20/Cord 11.35/Cord		
*The volumes are statistically estimate adjustment. Prospective bidders are u		, , ,	•			•
I understand that any or all bids may b understand that consideration and awa equipment and staffing subject to my o	ording a contract		•		•	•
FEDERAL ID:		or SOCIAL SE	ECURITY N	JMBER:		
Company or individual bidding:						
Company representative's name:						
Address:						
City:	State	:	Zip:			
IF AVAILABLE, PLEASE PLACE THE	PERSONALIZE	ED LABEL FR	OM YOUR I	PROSPECTUS IN T	HE ABOVE BOX.	
Individual or company representative's	signature:				Date:	
Phone number :		Ema	ail (optional):			



Michigan Department of Natural Resources Forest, Mineral and Fire Management

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 or Permit No				
Year:	Туре:			
Forest Area:				

VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

- This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.

•	In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within 21 days of the contract award and prior to the issuance of the timber sale contract.				
•	All Information must be typed or printed except for written signatures.				
Ple	ase 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 including family members and active partners (if none, you must enterprise for a full Time Employees		f both full a	nd part time employees other than yourself Part Time Employees	
Name of Business			Federal ID (or) Social Security No.		
Address		Telephone No.			
City	State			Zip + 4	
cov _	ereby certify that the above information is true and correct. I agree the erage during any of my present and future operations. Signature of Owner or Authorized Representative	to notify the	e DNR of any	changes that occur in factors affecting my	
_	Title		Date		