

DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

TIMBER SALE PROSPECTUS #4923

SCHEDULED SALE DATE AND TIME: 10:00 a.m. (local time) on May 20, 2013. LOCATION: CASS CITY FIELD OFFICE, 4017 E CARO RD, CASS CITY, MI 48726.

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 Game Area Manager, CASS CITY FIELD OFFICE, for certain timber on the following described lands:

GILFORD ASPEN AND JACK PINE (55-075-13-01) / T13N, R10E, SEC. 35, SESW.

Tuscola County, Advertised Price \$3,062.40, 11.6 Acres

SALE NOTE: Note that the sale consists primarily of aspen poles/logs, jack pine log/poles and lesser quantities of mixed hardwood poles/logs.

No designated recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Access may be through other public land.

LAPEER BYERS RD ASPEN AND OAK (55-076-13-01) / T08N, R10E, SEC. 10.

Lapeer County, Advertised Price \$20,100.00, 67.0 Acres

SALE NOTE: Note that the sale consists primarily of aspen and red oak logs, with lesser quantities of white oak and mixed hardwood logs and poles.

No designated recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Access may be through other public land.

DECKERVILLE ASPEN (55-077-13-01) / T13N, R10E, SEC. 32, NW1/4, NE1/4.

Tuscola County, Advertised Price \$3,100.00, 12.4 Acres

SALE NOTE: Note that the sale consists primarily of aspen logs/poles, lesser quantities of red maple logs/poles and mixed hardwood poles.

No designated recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Access may be through other public land.

SCHWEGLER ASPEN (55-072-12-01) / T14N, R11E, SEC. 23, NE1/4.

Tuscola County, Advertised Price \$8,575.00, 34.3 Acres

SALE NOTE: Note that the sale consists of aspen logs/poles, red maple logs/poles and mixed hardwood poles/logs.

No designated recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Access may be through other public land.

BID INSTRUCTIONS (VER. 03/08/2013):

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

Bids must be received by the Unit Manager, CASS CITY OFFICE, 4017 E CARO RD, CASS CITY, MI 48726, no later than 10:00 a.m. (local time) on May 20, 2013. For further information concerning this sale, contact Don Bonnette at 989-684-9141.

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 (1/11)

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

6. Award of Contract (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 (10/12)

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 termination 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 (3/13)

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-S1. 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

GILFORD ASPEN AND JACK PINE (55-075-13-01)

T13N, R10E, SEC. 35.

Tuscola County (Advertised Price \$3,062.40)

SALE NOTE: Note that the sale consists primarily of aspen poles/logs, jack pine log/poles and lesser quantities of mixed hardwood poles/logs.

No designated recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Access may be through other public 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* ADVERTISED PRICE

Pulpwood

Mixed Aspen 11.60 Acres \$ 264.00 / Acre

* The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of \$500.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
 - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
 - (b) The 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 09/01/2014.

Sale Specific Conditions & Requirements

Sale Name: Gilford Aspen And Jack Pine Sale Number: 55-075-13-01

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (10/12)

The sale boundary and Payment Unit boundaries are 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 (8/11)

Within Payment Unit(s) 1, cut all trees that are two (2) inches or more in diameter measured at a point four and one-half (4-1/2) feet above ground level regardless of merchantability. Special protection trees identified in accordance with condition 3.4.2, within clearcutting unit boundaries, are not Included Timber and are to be protected.

2.1.11 - Description of timber note (2/04)

Note that the sale consists primarily of aspen poles/logs, jack pine log/poles and lesser quantities of mixed hardwood poles/logs.

2.2 - Utilization

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

Within Payment Unit(s) 1, chipping of the bole, 4-inches in diameter or greater, is allowed. Chipping of limbs or portions of the tree less than 4-inches in diameter is not permitted. Limbs and the remaining top must be left on site and scattered.

3 - Payments

3.4 - Damaged Timber

3.4.2 - Special Protection Trees (8/11)

The Purchaser shall not cut live or dead special protection trees within cutting units or clearings. Special protection trees are oak, hickory, apple, cedar, beech, white pine and trees marked with green paint. The Purchaser shall protect special protection trees from damage by the Purchaser's operations. If the Purchaser's operations have cut or damaged special protection trees through carelessness, the Purchaser shall pay \$30 as fixed, agreed and liquidated damages for each special protection tree cut or damaged. Such payment does not constitute ownership of the undesignated 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, or chipped, utilized or otherwise removed from 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. 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

5.2.1.8 - Slash height (12/08)

No slash or tree tops may exceed 48 inches in height. Stump height shall not exceed 12 inches.

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.

5.2.3 - Operating Restrictions

5.2.3.11 - Coppice regeneration protection (4/10)

Timber harvesting in any Payment Unit must be completed before significant aspen sprouting occurs in that Payment Unit so as to minimize damage to the new regeneration.

5.4 - Soil Protection

5.4.1 - Rutting restriction, general (1/09)

Operations must minimize the number of skid trails into and out of the sale area - multiple skid trails are not permitted. Operations are to cease immediately if equipment and weather conditions result in rutting of roads and skid trails which is 8 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.

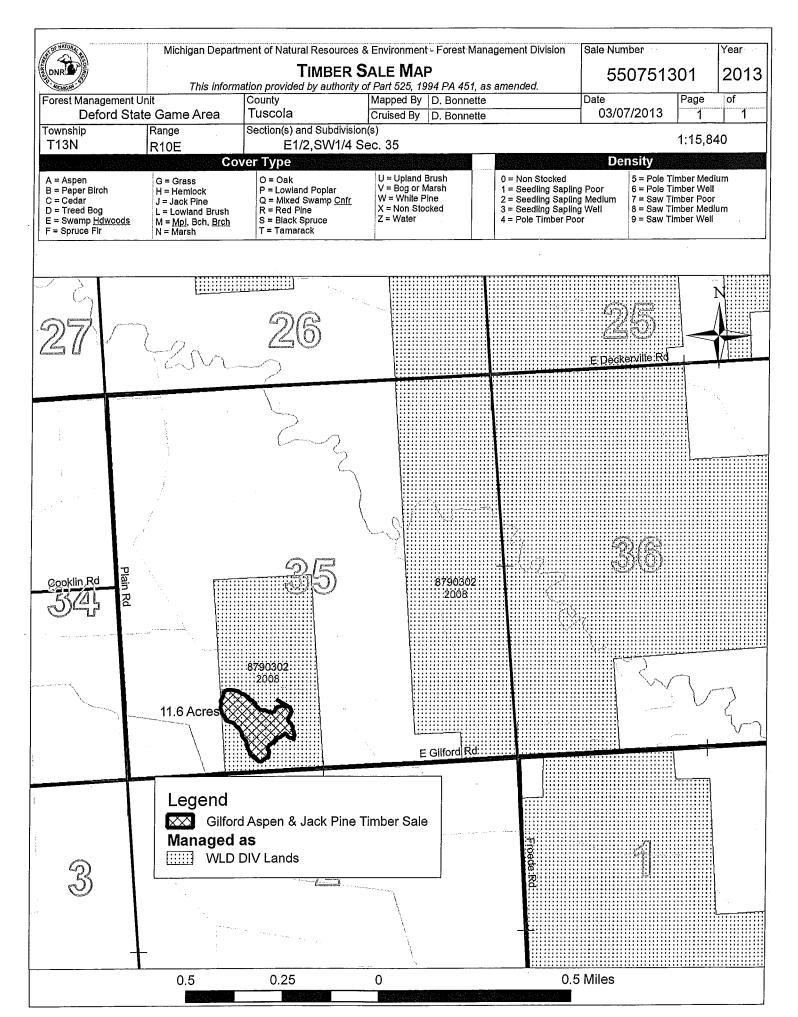
7 - Other Conditions

7.10 - Certified Timber

7.10.1 - Non-certified timber (12/05)

The area encompassed by this timber sale is not certified to the standards of the Forest Stewardship Council (FSC) or the Sustainable Forestry Initiative (SFI). Forest products from this sale may not be delivered to the mill as "FSC and / or SFI certified".

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TIMBER SALE INFORMATION

LAPEER BYERS RD ASPEN AND OAK (55-076-13-01)

T08N, R10E, SEC. 10.

Lapeer County (Advertised Price \$20,100.00)

SALE NOTE: Note that the sale consists primarily of aspen and red oak logs, with lesser quantities of white oak and mixed hardwood logs and poles.

No designated recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Access may be through other public 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* ADVERTISED PRICE

Sawlogs

Mixed Aspen 67.00 Acres \$ 300.00 / Acre

BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of **\$1,250.00** 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 12/01/2014.

^{*} 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.

Sale Specific Conditions & Requirements

Sale Name: Lapeer Byers Rd Aspen And Oak Sale Number: 55-076-13-01

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (10/12)

The sale boundaries are 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 (8/11)

Within Payment Unit(s) 1, cut all trees that are two (2) inches or more in diameter measured at a point four and one-half (4-1/2) feet above ground level regardless of merchantability. Special protection trees identified in accordance with condition 3.4.2, within clearcutting unit boundaries, are not Included Timber and are to be protected.

2.1.11 - Description of timber note (2/04)

Note that the sale consists primarily of aspen and red oak logs, with lesser quantities of white oak and mixed hardwood logs and poles.

3 - Payments

3.4 - Damaged Timber

3.4.2 - Special Protection Trees (8/11)

The Purchaser shall not cut live or dead special protection trees within cutting units or clearings. Special protection trees are hemlock. The Purchaser shall protect special protection trees from damage by the Purchaser's operations. If the Purchaser's operations have cut or damaged special protection trees through carelessness, the Purchaser shall pay \$30 as fixed, agreed and liquidated damages for each special protection tree cut or damaged. Such payment does not constitute ownership of the undesignated 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, or chipped, utilized or otherwise removed from the sale.

4.1.7 - Road closure (10/11)

Upon completion of the sale access trail(s) from Roods Lake Road must be closed. This will require the installation of a gate supplied by DNR. Gate must be installed according to the area managers specifications.

5 - Operations

5.1 - Notification

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

5.2.1.8 - Slash height (12/08)

No slash or tree tops may exceed 48 inches in height. Stump height shall not exceed 12 inches.

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.

5.2.4 - Dead and Down Creation

5.2.4.6 - Dead and down creation, other (9/09)

To create grouse and rabbit habitat, all trees between the yellow line and and red line (see "cut and leave" area on map) must be dropped in tact and left. Contact the Wildlife Biologist or Wildlife Technician for direction on the preferred arrangement of felled trees.

5.4 - Soil Protection

5.4.1 - Rutting restriction, general (1/09)

Operations must minimize the number of skid trails into and out of the sale area - multiple skid trails are not permitted. Operations are to cease immediately if equipment and weather conditions result in rutting of roads and skid trails which is 8 inches or greater in depth and 50 feet in length. The Unit Manager or his/her representative may restrict hauling and/or skidding if ruts exceed the specified depth. With the Unit Manager or his/her representative's approval, the Purchaser may return to the area when the risk of rutting has decreased.

5.4.6 - Wet area protection (5/10)

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

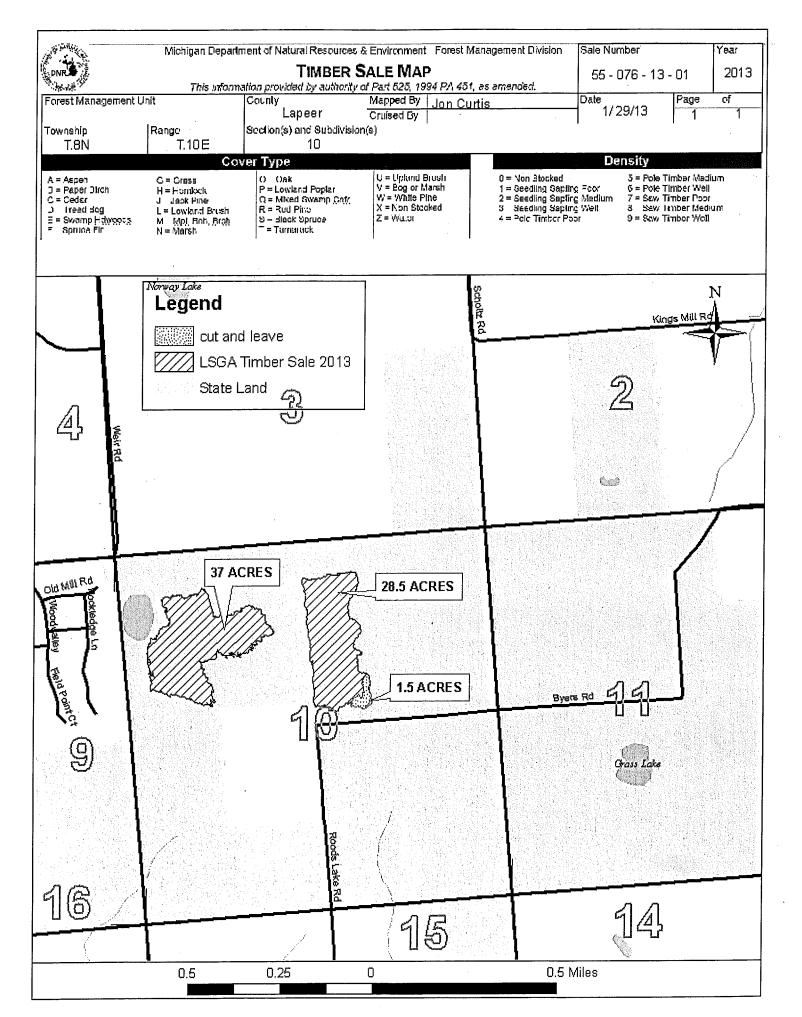
7 - Other Conditions

7.10 - Certified Timber

7.10.1 - Non-certified timber (12/05)

The area encompassed by this timber sale is not certified to the standards of the Forest Stewardship Council (FSC) or the Sustainable Forestry Initiative (SFI). Forest products from this sale may not be delivered to the mill as "FSC and / or SFI certified".

Section Name: Sale Specific Current as of 4/17/2013 3:46:01PM



TIMBER SALE INFORMATION

DECKERVILLE ASPEN (55-077-13-01)

T13N, R10E, SEC. 32.

Tuscola County (Advertised Price \$3,100.00)

SALE NOTE: Note that the sale consists primarily of aspen logs/poles, lesser quantities of red maple logs/poles and mixed hardwood poles.

No designated recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Access may be through other public 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* ADVERTISED PRICE

Sawlogs

Mixed Aspen 12.40 Acres \$ 250.00 / Acre

* The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of \$500.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
 - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
 - (b) The 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 10/15/2014.

Sale Specific Conditions & Requirements

Sale Name: Deckerville Aspen Sale Number: 55-077-13-01

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (10/12)

The sale boundary and Payment Unit boundaries are 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 (8/11)

Within Payment Unit(s) 1, cut all trees that are two (2) inches or more in diameter measured at a point four and one-half (4-1/2) feet above ground level regardless of merchantability. Special protection trees identified in accordance with condition 3.4.2, within clearcutting unit boundaries, are not Included Timber and are to be protected.

2.1.11 - Description of timber note (2/04)

Note that the sale consists primarily of aspen logs/poles, lesser quantities of red maple logs/poles and mixed hardwood poles.

2.2 - Utilization

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

Within Payment Unit(s) 1, chipping of the bole, 4-inches in diameter or greater, is allowed. Chipping of limbs or portions of the tree less than 4-inches in diameter is not permitted. Limbs and the remaining top must be left on site and scattered.

3 - Payments

3.4 - Damaged Timber

3.4.2 - Special Protection Trees (8/11)

The Purchaser shall not cut live or dead special protection trees within cutting units or clearings. Special protection trees are oak, hickory, apple, cedar, beech, white pine and trees marked with green paint. The Purchaser shall protect special protection trees from damage by the Purchaser's operations. If the Purchaser's operations have cut or damaged special protection trees through carelessness, the Purchaser shall pay \$30 as fixed, agreed and liquidated damages for each special protection tree cut or damaged. Such payment does not constitute ownership of the undesignated 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, or chipped, utilized or otherwise removed from 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. 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

5.2.1.8 - Slash height (12/08)

No slash or tree tops may exceed 48 inches in height. Stump height shall not exceed 12 inches.

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.

5.2.3 - Operating Restrictions

5.2.3.11 - Coppice regeneration protection (4/10)

Timber harvesting in any Payment Unit must be completed before significant aspen sprouting occurs in that Payment Unit so as to minimize damage to the new regeneration.

5.4 - Soil Protection

5.4.1 - Rutting restriction, general (1/09)

Operations must minimize the number of skid trails into and out of the sale area - multiple skid trails are not permitted. Operations are to cease immediately if equipment and weather conditions result in rutting of roads and skid trails which is 8 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.

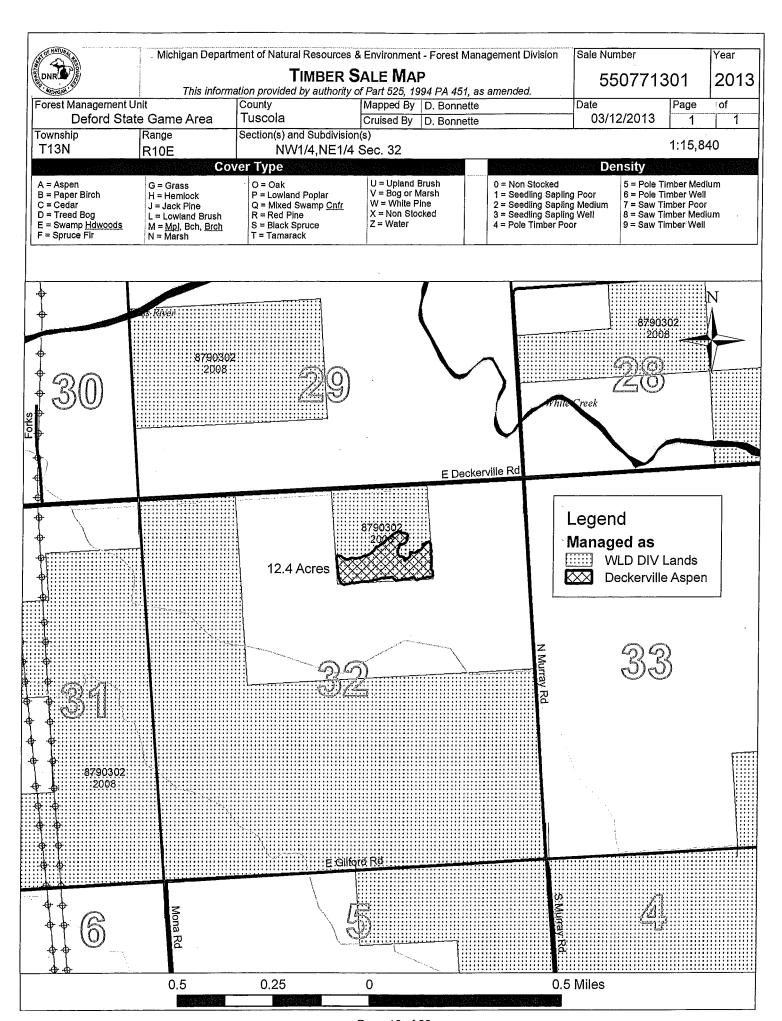
7 - Other Conditions

7.10 - Certified Timber

7.10.1 - Non-certified timber (12/05)

The area encompassed by this timber sale is not certified to the standards of the Forest Stewardship Council (FSC) or the Sustainable Forestry Initiative (SFI). Forest products from this sale may not be delivered to the mill as "FSC and / or SFI certified".

Section Name: Sale Specific Current as of 4/17/2013 3:48:41PM



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TIMBER SALE INFORMATION

SCHWEGLER ASPEN (55-072-12-01)

T14N, R11E, SEC. 23.

Tuscola County (Advertised Price \$8,575.00)

SALE NOTE: Note that the sale consists of aspen logs/poles, red maple logs/poles and mixed hardwood poles/logs.

No designated recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Access may be through other public 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* ADVERTISED PRICE

Sawlogs

Mixed Aspen 34.30 Acres \$ 250.00 / Acre

BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of \$750.00 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 10/14/2014.

^{*} 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.

Sale Specific Conditions & Requirements

Sale Name: Schwegler Aspen Sale Number: 55-072-12-01

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (10/12)

The sale boundaries are 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 (8/11)

Within Payment Unit(s) 1, cut all trees that are two (2) inches or more in diameter measured at a point four and one-half (4-1/2) feet above ground level regardless of merchantability. Special protection trees identified in accordance with condition 3.4.2, within clearcutting unit boundaries, are not Included Timber and are to be protected.

2.1.11 - Description of timber note (2/04)

Note that the sale consists of aspen logs/poles, red maple logs/poles and mixed hardwood poles/logs.

2.2 - Utilization

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

Within Payment Unit(s) 1, chipping of the bole, 4-inches in diameter or greater, is allowed. Chipping of limbs or portions of the tree less than 4-inches in diameter is not permitted. Limbs and the remaining top must be left on site and scattered.

3 - Payments

3.4 - Damaged Timber

3.4.2 - Special Protection Trees (8/11)

The Purchaser shall not cut live or dead special protection trees within cutting units or clearings. Special protection trees are oak, hickory, apple, cedar, beech and trees marked with green paint. The Purchaser shall protect special protection trees from damage by the Purchaser's operations. If the Purchaser's operations have cut or damaged special protection trees through carelessness, the Purchaser shall pay \$30 as fixed, agreed and liquidated damages for each special protection tree cut or damaged. Such payment does not constitute ownership of the undesignated 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, or chipped, utilized or otherwise removed from the sale.

4.1.7 - Road closure (10/11)

Upon completion of the sale, access trail(s) from any road must be closed. In general, this will require constructing double earthen berms combined with the installation of 6"x6" treated posts and guardrail at locations determined by the area manager.

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

5.2.1.8 - Slash height (12/08)

No slash or tree tops may exceed 48 inches in height. Stump height shall not exceed 12 inches.

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.

5.2.3 - Operating Restrictions

5.2.3.1 - Operating restrictions (9/11)

Within Payment Unit(s) 1, unless changed by written agreement, cutting, skidding, and hauling are not permitted during the period of 04/01 to 06/15. This restriction is necessary to protect soils, prevent bark slip and maximize aspen regeneration.

5.2.4 - Dead and Down Creation

5.2.4.6 - Dead and down creation, other (9/09)

To create grouse and rabbit habitat, 1 tree per acre (preferably maple or ash) must be cut at least 4.5' (feet) above ground level and left on site and not utilized. These trees must have a DBH over 10" (inches) and are to be felled and left within 3' (feet) of the stump.

5.4 - Soil Protection

5.4.1 - Rutting restriction, general (1/09)

Operations must minimize the number of skid trails into and out of the sale area - multiple skid trails are not permitted. Operations are to cease immediately if equipment and weather conditions result in rutting of roads and skid trails which is 8 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

7.10 - Certified Timber

7.10.1 - Non-certified timber (12/05)

The area encompassed by this timber sale is not certified to the standards of the Forest Stewardship Council (FSC) or the Sustainable Forestry Initiative (SFI). Forest products from this sale may not be delivered to the mill as "FSC and / or SFI certified".

Section Name: Sale Specific Current as of 4/17/2013 3:39:11PM

Michigan Department of Natural Resources - Forest, Mineral & Fire Management YEAR SALE NUMBER TIMBER SALE MAP 2012 550721201 This information is provided by authority of Part 525 of Act 451, PA 1994, as amended. COUNTY FOREST MANAGEMENT UNIT MAPPED BY Don Bonnette DATE PAGE OF Tuscola Elkland Twp. SGA CRUISED BY D. Bonnette 07/07/2012 1 SECTION(S) AND SUBDIVISION(S) RANGE TOWNSHIP 0.25 0.5 Miles NE 1/4 14N 11E Cover Type Density A = Aspen H = Hemlock P = Lowland Poplar V = Bog or Marsh 0 = Non Stocked 5 = Pole Timber Medium B = Paper Birch J = Jack Pine Q = Mixed Swamp Cnfr W = White Pine 1 = Seedling Sapling Poor 6 = Pole Timber Well C = Cedar R = Red Pine X = Non Stocked L = Lowland Brush 2 = Seedling Sapling Medium 7 = Saw Timber Poor E = Swamp Hdwoods M = Mpl, Bch, Brch S = Black Spruce Z = Water3 = 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 = Oak13 15 Reed Rd. Schwegler Aspen Timber Sale 34.3 Acres Schwegler Rd. 24 22 ELKLAND TWP SCA Buehrley Rd. Milligan Rd. 27 25 26 Page 20 of 28

PRODUCTS & SPECIES

Mixed Aspen

Pulpwood

BID FORM

ADVERTISED PRICE

264.00 / Acre

CASS CITY FIELD OFFICE CASS CITY OFFICE

BID PRICE

\$ / Acre

GILFORD ASPEN AND JACK PINE (55-075-13-01) T13N, R10E, SEC. 35, Tuscola County

In response to the notice of sale to be held 10:00 a.m. (local time) on May 20, 2013, 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.

ESTIMATED UNITS*

11.60 Acres

	mated units are final and not subj of quantity and quality.	ect to adjustment.	Prospective bidders are	urged to examine this timber and to make their own			
understar		g a contract will be	•	ems must be bid or the bid form may be rejected. I als formance and ability to complete the contract based u			
	FEDERAL ID: or SOCIAL SECURITY NUMBER:						
	Company or individual bidding:_						
	Company representative's name):					
	Address:						
	City:	State:	Zip:				
IF AVAILA	ABLE, PLEASE PLACE THE PER	RSONALIZED LABE	EL FROM YOUR PROSP	PECTUS IN THE ABOVE BOX.			
Individual	or company representative's sign	nature:		Date:			

Phone number :_____ Email (optional):____



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.					
•	All Information must be typed or printed ex	xcept for written si	ignatures.			
Ple	Please Check Appropriate Categories:					
1.	 My business is organized as (you must check <u>one</u> of the boxes below): A. Sole Proprietorship (individual) B. Partnership C. Corporation 					
2.	 You must check one of the boxes below: A.					
3.	days of the contract award. If you have checked item 2(A) or 2(B), you than yourself, including family members		the number of both full-time and part-time employees, other ers (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			ZIP			
000	hereby 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. Signature of Owner or Authorized Representative					

Date

PRODUCTS & SPECIES

Sawlogs

BID FORM

CASS CITY FIELD OFFICE
CASS CITY OFFICE

BID PRICE

LAPEER BYERS RD ASPEN AND OAK (55-076-13-01) T08N, R10E, SEC. 10, Lapeer County

ADVERTISED PRICE

In response to the notice of sale to be held 10:00 a.m. (local time) on May 20, 2013, 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.

ESTIMATED UNITS*

Mixed	d Aspen		67.00 A	Acres	\$	300.00 / Acre	\$	/ Acre	
	mated units are final of quantity and quantity	•	to adjusti	ment. Prospectiv	e bidd	lers are urged to e	examine this timbe	er and to make their own	
understan	•	n and awarding a		•				form may be rejected. I als aplete the contract based u	
	FEDERAL ID:		or	SOCIAL SECUP	RITY N	IUMBER:			
	Company or indiv	idual bidding:					<u>_</u>		
	Company represe	ntative's name:					<u>_</u>		
	Address:						<u>_</u>		
	City:		State:_		Zip:		_		
IF AVAILA	ABLE, PLEASE PL	ACE THE PERSC	NALIZED	LABEL FROM	YOUR	PROSPECTUS I	N THE ABOVE BO	OX.	
Individual	or company repres	sentative's signatu	re:				Date:		
Phone nu	mber :			Email (op	tional):			



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 WO	RKER'S DISABIL	ITY COMPEN	SATION 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 e	except for written s	ignatures.			
Ple	ease Check Appropriate Categories:					
1.	 My business is organized as (you must check one of the boxes below): A. Sole Proprietorship (individual) B. Partnership C. Corporation 					
2.	 You must check one of the boxes below: A.					
3.	If you have checked item 2(A) or 2(B), y than yourself, including family members			both full-time and part-time employees, other u must enter "0").		
	Full-time Er	mployees		Part-time Employees		
Nam	ne of Business		Federal ID (or) So	ocial Security No.		
Address			Telephone ()			
City State			ZIP			
occ	ereby certify that the above information is our in factors affecting my coverage during Signature of Owner or Authorized Representative			tify the Michigan DNRE of any changes that operations.		

Date

PRODUCTS & SPECIES

Mixed Aspen

Sawlogs

BID FORM

ADVERTISED PRICE

250.00 / Acre

CASS CITY FIELD OFFICE CASS CITY OFFICE

BID PRICE

\$ / Acre

DECKERVILLE ASPEN (55-077-13-01) T13N, R10E, SEC. 32, Tuscola County

In response to the notice of sale to be held 10:00 a.m. (local time) on May 20, 2013, 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.

ESTIMATED UNITS*

12.40 Acres

	mated units are fin of quantity and qu	•	t to adjustment. F	Prospective bidders	are urged to exa	mine this timber ar	nd to make their ow	n
understan	•	on and awarding a		•			n may be rejected. I te the contract base	
	Company or indiv	ridual bidding:		L SECURITY NUM				
	City:		_ State:	Zip:				
IF AVAILA	ABLE, PLEASE PL	ACE THE PERSO	ONALIZED LABE	L FROM YOUR PF	ROSPECTUS IN T	HE ABOVE BOX.		
Individual	or company repre	sentative's signat	ure:			Date:		-

Phone number :_____ Email (optional):____



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 WOR	RKER'S DISABILI	ТҮ СОМ	PENSATION	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 days of the contract award and prior to the				f Insurance must be sub	mitted within 21
•	All Information must be typed or printed e	xcept for written si	gnatures.			
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 Corporation 					
2.	 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. 					e of an approved ys of the contract 322-1195). surance within 21
	than yourself, including family members and active partners (if none, you must enter "0"). Full-time Employees					
Nam	ne of Business		Federal ID	(or) Social Secur	rity No.	
Address			Telephone ()		
City State			ZIP			
occ	hereby 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. Signature of Owner or Authorized Representative					

Date

PRODUCTS & SPECIES

Mixed Aspen

Sawlogs

BID FORM

ADVERTISED PRICE

250.00 / Acre

CASS CITY FIELD OFFICE CASS CITY OFFICE

BID PRICE

\$ / Acre

SCHWEGLER ASPEN (55-072-12-01) T14N, R11E, SEC. 23, Tuscola County

In response to the notice of sale to be held 10:00 a.m. (local time) on May 20, 2013, 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.

ESTIMATED UNITS*

34.30 Acres

	mated units are final and not subj of quantity and quality.	ect to adjustment.	Prospective bidders are	urged to examine this timber and to make their own			
understar		g a contract will be	•	ems must be bid or the bid form may be rejected. I als formance and ability to complete the contract based u			
	FEDERAL ID: or SOCIAL SECURITY NUMBER:						
	Company or individual bidding:_						
	Company representative's name):					
	Address:						
	City:	State:	Zip:				
IF AVAILA	ABLE, PLEASE PLACE THE PER	RSONALIZED LABE	EL FROM YOUR PROSP	PECTUS IN THE ABOVE BOX.			
Individual	or company representative's sign	nature:		Date:			

Phone number :_____ Email (optional):____



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 CO	MPENSATION ACT COMPLIANCE					
•	This verification must be completed and submitted within 21 days of 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 days of the contract award and prior to the issuance of the timber satisfies.						
•	All Information must be typed or printed except for written signature:	s.					
Ple	Please Check Appropriate Categories:						
1.	My business is organized as (you must check <u>one</u> of the boxes be A. Sole Proprietorship (individual) B. Partnership C. Corporation	A. Sole Proprietorship (individual) B. Partnership					
3.	 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. 						
	Full-time Employees Part-time Employees						
Nam	Name of Business Federal I	O (or) Social Security No.					
	Address Telephor (e)					
City	City State ZIP						
I he	I hereby certify that the above information is true and correct. I agree	to notify the Michigan DNRE of any changes that					

Date

occur in factors affecting my coverage during any of my present and future operations.

Signature of Owner or Authorized Representative

Title