

DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

TIMBER SALE PROSPECTUS #6265

SCHEDULED SALE DATE AND TIME: 9:00 a.m. (local time) on November 8, 2018. 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:

River's Edge Aspen (53-013-18) / T32N, R01W, SEC. 36, SWNW,NWSW.
Otsego County, Advertised Price \$21,012.20, 30.6 Acres, Aspen, Hardwood.

SALE NOTE: Please note seasonal operating restrictions and chipping requirements.

Stubby Pine (53-014-18) / T32N, R01W, SEC. 14, NWNW.
T32N, R01W, SEC. 15, NWNW,N1/2NE.
Otsego County, Advertised Price \$70,711.30, 63.6 Acres, Red Pine, White Pine.

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. 07/02/2018):

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 November 8, 2018. For further information concerning this sale, contact Scott Whitcomb at 989-983-4101.

2. Bidder's Qualifications (5/16)

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

3. Preparation of Sealed Bids (5/16)

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

4. Submission of Sealed Bids (5/16)

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

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

5. Public Opening of Sealed Bids (7/16)

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

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

6. Award of Contract (1/11)

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

7. Down Payment (1/11)

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

8. Performance Security (1/11)

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

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

9. Timber Sale Contract (7/18)

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 3 months after the first offense, 6 months after the second offense, and 1 year after the third offense. An offense will only be counted against the Bidder for 5 years. 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.

Payment Unit values in the State Forest Timber Sale Contract are calculated based on the advertised value of the Payment Unit as a percentage of the total advertised value of the contract. The advertised value of each Payment Unit is given in the Description of Timber by Payment Unit table on the Timber Sale Information page. For example, if the value of Payment Unit 1 is advertised as \$1,500 and the total Timber Sale value is advertised as \$10,000, the contract price for Payment Unit 1 will be 15% of the total bid price (\$1,500/\$10,000 * 100).

10. Disclaimer of Estimates and Bidder's Warranty of Inspection (7/16)

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.

12. Good Neighbor Authority (GNA) Requirements (7/16)

If the name of this timber sales contains the acronym GNA, it is authorized by the Good Neighbor Authority (GNA) and covered by various agreements between the U.S. Forest Service and the State. The timber sale occurs on federal land and the following conditions apply:

GNA contracts on US Forest Service land will not be awarded to purchasers on the Federal list of excluded parties. The System for Award Management (SAM) will be checked for active excluded parties prior to award of contract. In addition, the Bidder to whom award is made must complete an Assurance Regarding Felony Conviction or Tax Delinquent Status for Corporate Applicants (AD-3031).

13. Good Neighbor Authority (GNA) Requirements, con't (9/16)

Bidder certifies, by signing this bid form, that to the best of Bidder's knowledge that the following representations are accurate and complete.

- a. That the Bidder and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from timber sales (covered transactions) by any Federal department or agency.
- b. That the Bidder and its principals have not within a 3-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- c. That the Bidder and its principals are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph b of this certification.
- d. That the Bidder and its principals have not within a 3-year period preceding this bid had one or more public transactions (Federal, State, or local) terminated for breach or default of a timber or forest product contract.

Bidders that cannot certify this requirement, in whole or in part, shall submit an explanation with their bid.

KEITH CREAGH Director

TIMBER SALE INFORMATION

River's Edge Aspen (53-013-18) T32N, R01W, SEC. 36. Otsego County (Advertised Price \$21,012.20)

SALE NOTE: Please note seasonal operating restrictions and chipping requirements.

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	ESTIMATE	ED UNITS*	<u>ADV</u>	ERTISED PRICE
Sawtimber				
B. T. Aspen	18.20	MBF	\$	65.00 / MBF
Red Maple	8.50	MBF	\$	110.00 / MBF
Pulpwood				
Balsam Fir	10.00	Cords	\$	21.60 / Cord
Jack Pine	67.00	Cords	\$	25.15 / Cord
Mixed Aspen	594.00	Cords	\$	22.20 / Cord
Red Maple	87.00	Cords	\$	20.65 / Cord
Scotch Pine	4.00	Cords	\$	31.35 / Cord
White Pine	24.00	Cords	\$	25.90 / Cord
White Spruce	41.00	Cords	\$	30.80 / Cord

^{*} The total volume is statistically estimated within plus (+) or minus (-) 19.91 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 \$2,101.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
 - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
 - (b) The 10% down payment will be credited towards the first unit cut.
 - (c) Payment for each of the following units must be made before cutting begins in that unit:

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PAYMENT UNIT NUMBER		PERCENT OF TOTAL SALE VALUE
01		14.6%

% 85.4%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 12/31/2021.

Description of Timber by Payment Unit (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	B. T. Aspen	Sawtimber	1.2	MBF	6.4	\$3,074.90
	Balsam Fir	Pulpwood	6.0	Cords		
	Balsam Fir	Sawtimber	0.5	MBF		
	Balsam Fir	Pulpwood	5.0	Cords		
	Mixed Aspen		70.0	Cords		
	B. T. Aspen		15.0	Cords		
	Quaking Aspen		55.0	Cords		
	Red Maple		12.0	Cords		
	Scotch Pine		4.0	Cords		
	White Pine		3.0	Cords		
	White Pine	Sawtimber	1.1	MBF		
	White Pine	Pulpwood	1.0	Cords		
	White Spruce		28.0	Cords		
	White Spruce	Sawtimber	6.7	MBF		
	White Spruce	Pulpwood	15.0	Cords		
2	B. T. Aspen	Sawtimber	17.0	MBF	24.2	\$17,937.30
	Red Maple		8.5	MBF		
	Balsam Fir	Pulpwood	4.0	Cords		
	Balsam Fir		4.0	Cords		
	Jack Pine		67.0	Cords		
	Mixed Aspen		524.0	Cords		
	B. T. Aspen		449.0	Cords		
	Quaking Aspen		75.0	Cords		
	Red Maple		75.0	Cords		
	White Pine		21.0	Cords		
	White Pine	Sawtimber	1.8	MBF		
	White Pine	Pulpwood	17.0	Cords		
	White Spruce		13.0	Cords		
	White Spruce	Sawtimber	1.1	MBF		
	White Spruce	Pulpwood	11.0	Cords		
		TOTAL:	26.7	MBF		
		TOTAL:	827.0	Cords		

Sale Specific Conditions & Requirements

Sale Name: River's Edge Aspen Sale Number: 53-013-18 Seq#: 1

1 - Sale Area

12 - Boundaries

1.2.1 - Painted boundaries (1/14)

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

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1-2, cut all trees that are two (2) inches or more at DBH, except do not cut red pine, oak, or green painted trees. In addition, within Payment Unit 1, do not cut any birch.

2.1.15 - Hazard trees near roads (7/13)

Cut and remove all standing dead trees within 50 feet of the cleared portion of Chandler Dam Road. These trees may be utilized or must be scattered back into the sale area.

2.2 - Utilization

2.2.2 - Chipping required (2/18)

This area must be chip harvested to facilitate ground scarification within the Sale Area. Products may be produced as roundwood and forwarded to decking areas in final product length, but the tops must be left intact and skidded to the landing for chipping in order to minimize the amount of residual slash. The requirement to retain approximately 1/6 to 1/3 of tree tops and limbs less than four inches in diameter is still applicable (G. C. & R. 2.2).

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 leave trees. Within the sale area, if more than 10% 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.

In addition, extreme care should be taken to avoid damage to oak saplings. Many, but not all of these, have been marked with green paint to aid in identification. In addition, a few areas of spruce and pine regeneration have been marked with green paint and these areas should be protected.

3.6 - Payment Unit Cutting Schedule

3.6.8 - Operating period (5/16)

Once cutting begins, operations must continue until all Payment Units are completed.

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)

Overgrown roads that are reopened must be blocked to vehicle traffic within 30 days of completion of hauling. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth. These roads must be rendered impassable to cars and trucks.

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.

5 - Operations

5.1 - Notification

5.1.6 - Utility R.O.W. (1/15)

It is the responsibility of the Purchaser to obtain permission from the utility company to utilize the power line R.O.W. for operations.

5.2 - Conduct of Operations

5.2.2 - Hazard Trees/Snags

5.2.2.1 - Den trees (10/16)

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) 2, cutting, skidding, and hauling are limited to the period of September 1 to December 31. This restriction is meant to limit browsing damage by elk during the dormant period and still allow for sufficient ground scarification for jack pine regeneration.

5.2.3.4 - Oak wilt restriction, no exceptions (1/18)

Within Payment Unit(s) 1-2, cutting, skidding, hauling within the sale and brushing of access roads to the sale are not permitted during the period of April 15 to July 15. No exceptions will be granted. This is necessary to reduce the spread of oak wilt.

5.2.4 - Dead and Down Creation

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

All trees marked with an "X" of orange paint must be felled and left on site for wildlife. These trees have been taken off the timber tally.

5.2.29 - Shrub protection (9/07)

Do not cut or damage hawthorn or juneberry (serviceberry). These woody-shrub plants are highly beneficial to various wildlife species.

5.2.32 - Decking/landing restoration (9/13)

All decking and landing areas must have the surface area restored to a condition equal to or better than before. This is to ensure the proper regeneration of the stand. Wood debris, chips and "cookies" from trimmings must be removed or scattered away from landing and loading areas and may not be windrowed on the edge.

5.2.38 - No decking against live trees (2/04)

Cut products may not be decked against unmarked or designated leave trees.

5.4 - Soil Protection

5.4.1 - Rutting restriction, general (7/16)

Operations are to cease immediately if equipment and weather conditions result in rutting of roads and/or 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.

5.4.2 - Skid trails (2/04)

Skid trails up and down slopes should be avoided. If however this is unavoidable, these trails will be left in a non-erodible condition using water bars, logs, and slash. Placing of slash on these skid trails while logging is ongoing may alleviate need for

any further action. At the direction of the sale administrator, seed, fertilizer, and mulch may also be required.

5.8 - Protection of Endangered Species

5.8.5 - Protection of raptor nests (3/13)

All trees with raptor nests will be protected if found during harvesting operations. Notification will be made to the Unit Manager or his/her representative who will notify the Wildlife Biologist so an on-site evaluation and recommendation can be made, if necessary.

6 - Safety and Fire Prevention

6.2 - Signing

6.2.1 - Road posting (9/09)

The Purchaser is responsible for posting and maintaining caution signs on Chandler Dam Road prior to beginning operations. The road must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed.

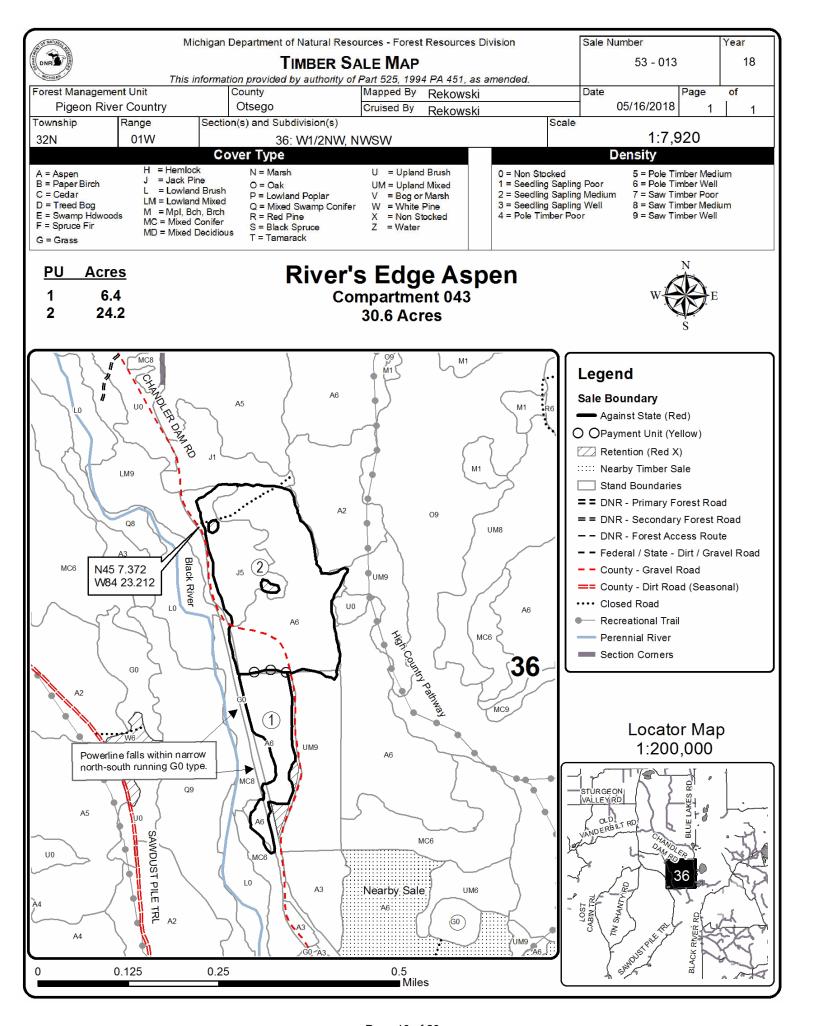
8 - Performance and Settlement

8.3 - Uncompleted or Terminated Contracts

8.3.1 - Completion of contract, chipping (1/16)

In addition to cutting, all chipping must be completed by the contract expiration date. If chipping has not been completed, an extension fee or damages may be charged per General Condition & Requirement 7.2 and 8.3.

Section Name: Sale Specific Current as of 10/9/2018 3:59:24PM



TIMBER SALE INFORMATION

Stubby Pine (53-014-18)
T32N, R01W, SEC. 14; T32N, R01W, SEC. 15.
Otsego County (Advertised Price \$70,711.30)

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:

ESTIMATE	D UNITS*	<u>ADV</u>	ERTISED PRICE
419.20	MBF	\$	105.00 / MBF
37.10	MBF	\$	53.00 / MBF
1.00	Cords	\$	21.60 / Cord
22.00	Cords	\$	25.15 / Cord
9.00	Cords	\$	22.20 / Cord
389.00	Cords	\$	45.40 / Cord
243.00	Cords	\$	25.90 / Cord
	419.20 37.10 1.00 22.00 9.00 389.00	37.10 MBF 1.00 Cords 22.00 Cords 9.00 Cords 389.00 Cords	419.20 MBF \$ 37.10 MBF \$ 1.00 Cords \$ 22.00 Cords \$ 9.00 Cords \$ 389.00 Cords \$

^{*} The total volume is statistically estimated within plus (+) or minus (-) 13.87 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 \$7,071.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
 - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
 - (b) The 10% down payment will be credited towards the first unit cut.
 - (c) Payment for each of the following units must be made before cutting begins in that unit:

PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
01	15.3%
02	34.0%
03	37.4%
04	13.3%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 12/31/2021.

Description of Timber by Payment Unit (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Red Pine	Sawtimber	51.3	MBF	12.3	\$10,846.50
	White Pine		9.9	MBF		
	Jack Pine	Pulpwood	14.0	Cords		
	Mixed Aspen		3.0	Cords		
	B. T. Aspen		3.0	Cords		
	Red Pine		47.0	Cords		
	White Pine		92.0	Cords		
2	Red Pine	Sawtimber	155.7	MBF	17.6	\$24,062.25
	White Pine		2.5	MBF		
	Jack Pine	Pulpwood	1.0	Cords		
	Mixed Aspen		3.0	Cords		
	Quaking Aspen		3.0	Cords		
	Red Pine		145.0	Cords		
	White Pine		35.0	Cords		
3	Red Pine	Sawtimber	170.7	MBF	19.3	\$26,372.10
	White Pine		2.8	MBF		
	Jack Pine	Pulpwood	2.0	Cords		
	Mixed Aspen		3.0	Cords		
	Quaking Aspen		3.0	Cords		
	Red Pine		158.0	Cords		
	White Pine		39.0	Cords		
4	Red Pine	Sawtimber	41.5	MBF	14.4	\$9,430.45
	White Pine		21.9	MBF		
	Balsam Fir	Pulpwood	1.0	Cords		
	Jack Pine		5.0	Cords		
	Jack Pine Red Pine	·	5.0 39.0	Cords Cords		
				1		
	Red Pine	TOTAL:	39.0	Cords		

Sale Specific Conditions & Requirements

Sale Name: Stubby Pine Sale Number: 53-014-18 Seq#: 1

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. Exterior sale boundary lines against state are marked with red paint. Interior retention areas are marked with a red X. Interior Payment Unit boundaries are marked with yellow paint. Red painted boundary line trees are not Included Timber and are to be protected. Yellow painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1-4, cut all trees that are two (2) inches or more at DBH, except do not cut any oak or any trees marked with green paint. In addition, do not cut any birch in Payment Units 2 and 3.

2.2 - Utilization

2.2.2 - Chipping required (2/18)

Payment Unit(s) 1-4 must be chip harvested to facilitate subsequent planting operations. Products may be produced as roundwood and forwarded to decking areas in final product length, but the tops must be left intact and skidded to the landing for chipping in order to minimize the amount of residual slash. The requirement to retain approximately 1/6 to 1/3 of tree tops and limbs less than four inches in diameter does not apply (G. C. & R. 2.2). This is because of follow-up planting activities.

2.2.3 - Stump heights (4/07)

Stump heights within the Sale Area shall not exceed 12 inches for trees greater than 10 inches DBH and 4 inches for trees smaller than 10 inches DBH. This is in order to facilitate planting operations.

3 - Payments

3.6 - Payment Unit Cutting Schedule

3.6.8 - Operating period (5/16)

Once cutting begins, operations must continue until all Payment Units are completed. This requirement is because of follow-up planting that will take place within the Sale Area.

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 chipped, utilized or otherwise removed from the sale.

4.1.7 - Road closure (10/11)

Overgrown roads that are reopened must be blocked to vehicle traffic upon completion of the sale. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth. These roads must be rendered impassable to cars and trucks. Contact the sale administrator for specific details of design and placement.

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.

4.2 - Maintenance

4.2.1 - Hauling restriction (12/08)

Hauling and skidding are not permitted on Road 81 and closed roads directly adjacent to the Witness Tree. The restriction is meant to protect the Witness Tree from damage.

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

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.10 - No slash in openings (5/10)

No brush or logging debris is to be left in the natural wildlife opening which is indicated by G0 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 (10/16)

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

5.2.32 - Decking/landing restoration (9/13)

All decking and landing areas must have the surface area restored to a condition equal to or better than before. This is to ensure the proper regeneration of the stand. Wood debris, chips and "cookies" from trimmings must be removed or scattered away from landing and loading areas and may not be windrowed on the edge.

5.2.38 - No decking against live trees (2/04)

Cut products may not be decked against unmarked or designated leave trees.

5.2.40 - Pathway protection (10/10)

There are numerous horse trails that pass through the Sale Area and they are 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. Skidding across the trail may only occur in locations approved by the sale administrator.

5.4 - Soil Protection

5.4.1 - Rutting restriction, general (7/16)

Operations are to cease immediately if equipment and weather conditions result in rutting of roads and/or 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.

5.8 - Protection of Endangered Species

5.8.5 - Protection of raptor nests (3/13)

All trees with raptor nests will be protected if found during harvesting operations. Notification will be made to the Unit Manager or his/her representative who will notify the Wildlife Biologist so an on-site evaluation and recommendation can be made, if necessary.

6 - Safety and Fire Prevention

6.2 - Signing

6.2.3 - Recreational trail posting (2/10)

The Purchaser is responsible for posting and maintaining caution signs on horse trails prior to beginning operations. The trail must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic at both ends of the trail. Signs must be removed when harvest operations are suspended or completed.

7 - Other Conditions

7.3 - Contract Modifications

7.3.3 - Modification for reforestation (8/05)

When contractual work of Purchaser has been accepted for any Payment Unit identified on Sale Area Map, Payment Unit will be eliminated from the Sale Area on written notice so that reforestation operations can begin.

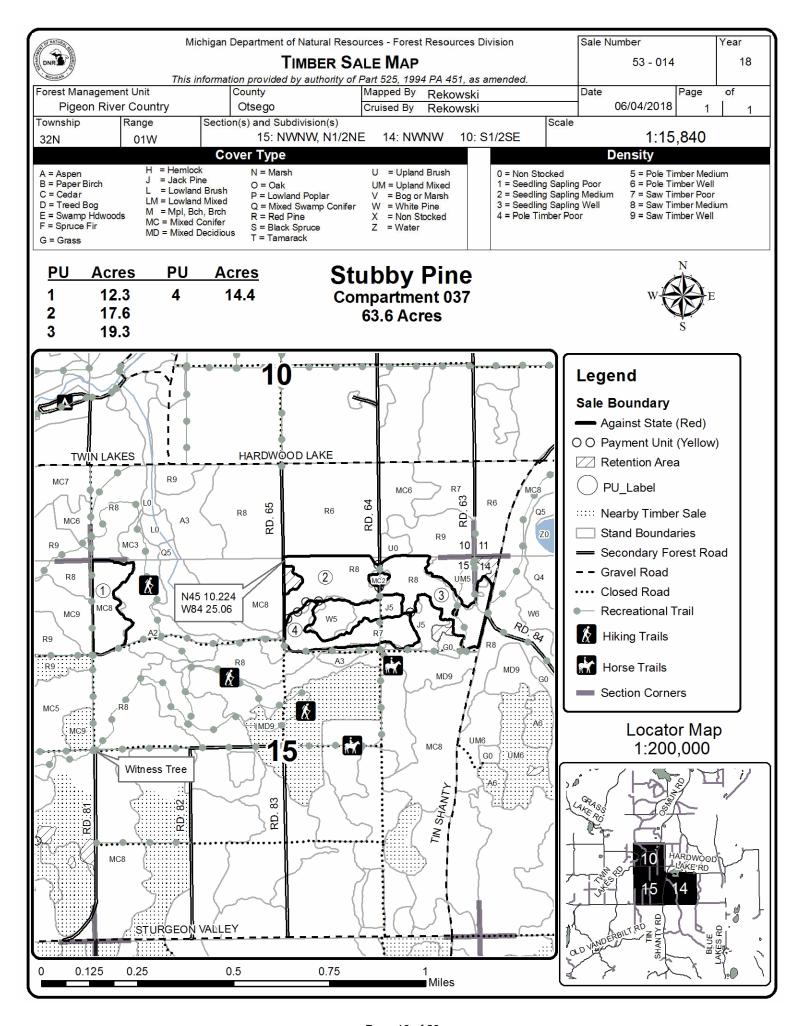
8 - Performance and Settlement

8.3 - Uncompleted or Terminated Contracts

8.3.1 - Completion of contract, chipping (1/16)

In addition to cutting, all chipping must be completed by the contract expiration date. If chipping has not been completed, an extension fee or damages may be charged per General Condition & Requirement 7.2 and 8.3.

Section Name: Sale Specific Current as of 10/9/2018 2:26:25PM



TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

EEDEDAI ID:

BID FORM

PIGEON RIVER COUNTRY MANAGEMENT UNIT PIGEON RIVER COUNTRY OFFICE

River's Edge Aspen (53-013-18)
T32N, R01W, SEC. 36; Otsego COUNTY

In response to the notice of sale to be held 9:00 a.m. (local time) on November 8, 2018, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	<u>ESTIMATED \</u>	<u>/OLUME*</u>	AD\	<u>/ERTISED PRICE</u>	BID PRICE/UNIT
Sawtimber					
B. T. Aspen	18.20	MBF	\$	65.00/MBF	\$
Red Maple	8.50	MBF	\$	110.00/MBF	\$
Pulpwood					
Balsam Fir	10.00	Cords	\$	21.60/Cord	\$
Jack Pine	67.00	Cords	\$	25.15/Cord	\$
Mixed Aspen	594.00	Cords	\$	22.20/Cord	\$
Red Maple	87.00	Cords	\$	20.65/Cord	\$
Scotch Pine	4.00	Cords	\$	31.35/Cord	\$
White Pine	24.00	Cords	\$	25.90/Cord	\$
White Spruce	41.00	Cords	\$	30.80/Cord	\$
1					

*The volumes are statistically estimated within plus (+) or minus (-) 19.91 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.

	1 LDLIVAL ID	or 300/AL	SECONITI NOMBEN	·.——- ⁻ ———	
	Company or individual	oidding:			
	Company representativ	e's name:			
	Address:				
	City:	State:	Zip:		
IF AVAIL	ABLE, PLEASE PLACE	THE PERSONALIZED LABEL	FROM YOUR PROSP	PECTUS IN THE ABOVE BOX.	•
Individual	l or company representat	ive's signature:		Date:	
Phone nu	ımber :	E	mail (optional):		

OF SOCIAL SECUDITY NUMBER.

THE WINNING BIDDER MUST COMPLETE THE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE (ON REVERSE SIDE IF DOUBLE SIDED) WITHIN 21 DAYS OF SALE AWARD DATE



Title

Michigan Department of Natural Resources Forest Resources Division

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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

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

VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE • This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber

- sale contract.

 In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within
- In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract.
- All Information must be typed or printed except for written signatures. Please Check Appropriate Categories: 1. My business is organized as (you **must** check <u>one</u> of the boxes below): A.

 Sole Proprietorship (individual) B.

 Partnership C.

 Corporation You must check one of the boxes below: A. \square I certify my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws. B. \(\Backslash \) I certify my business has satisfied its o bligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195). C. I certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twentyone (21) days of the contract award. 3. If you have checked item 2(A) or 2(B), you must indicate the number of both full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0"). Full-time Employees Part-time Employees Name of Business Federal ID (or) Social Security No. Address Telephone City State I hereby certify that the above information is true and correct. I agree to notify the Michigan DNR of any changes that occur in factors affecting my coverage during any of my present and future operations. Signature of Owner or Authorized Representative

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

Date

BID FORM

PIGEON RIVER COUNTRY MANAGEMENT UNIT PIGEON RIVER COUNTRY OFFICE

Stubby Pine (53-014-18)

T32N, R01W, SEC. 14; T32N, R01W, SEC. 15; Otsego COUNTY

In response to the notice of sale to be held 9:00 a.m. (local time) on November 8, 2018, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	<u>ESTIMATED</u>	VOLUME*	<u>AD</u>	VERTISED PRICE	BID PRICE/UNIT
Sawtimber					
Red Pine	419.20	MBF	\$	105.00/MBF	\$
White Pine	37.10	MBF	\$	53.00/MBF	\$
Pulpwood					
Balsam Fir	1.00	Cords	\$	21.60/Cord	\$
Jack Pine	22.00	Cords	\$	25.15/Cord	\$
Mixed Aspen	9.00	Cords	\$	22.20/Cord	\$
Red Pine	389.00	Cords	\$	45.40/Cord	\$
White Pine	243.00	Cords	\$	25.90/Cord	\$

*The volumes are statistically estimated within plus (+) or minus (-) 13.87 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 SOCIAI	L SECURITY NUMBE	R:
	Company or individual b	dding:		
	Company representative	's name:		
	Address:			
	City:	State:	Zip:	
IF AVAIL	ABLE, PLEASE PLACE T	HE PERSONALIZED LABEL	. FROM YOUR PROS	PECTUS IN THE ABOVE BOX.
Individua	l or company representativ	/e's signature:		Date:
Phone nu	umber :	1	Email (optional):	

THE WINNING BIDDER MUST COMPLETE THE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE (ON REVERSE SIDE IF DOUBLE SIDED) WITHIN 21 DAYS OF SALE AWARD DATE



Michigan Department of Natural Resources Forest Resources Division

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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

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

VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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

•	In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract.	
•	All Information must be typed or printed except for written signatures.	
Please Check Appropriate Categories:		
1.	 My business is organized as (you must check <u>one</u> of the boxes below): A. □ Sole Proprietorship (individual) B. □ Partnership C. □ Corporation 	
2.	 You must check one of the boxes below: A. I certify my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws. B. I certify my business has satisfied its o bligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195). C. I certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty-one (21) days of the contract award. If you have checked item 2(A) or 2(B), you must indicate the number of both full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0"). 	
	Full-time Employees	Part-time Employees
Name of Business		deral ID (or) Social Security No.
Address		lephone)
City	City State ZIF	
in f	hereby certify that the above information is true and correct. I agnificators affecting my coverage during any of my present and future. Signature of Owner or Authorized Representative	
Ī	Title	Date

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