

DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

TIMBER SALE PROSPECTUS

Notice is hereby given that bids will be received by the Unit Manager, SHINGLETON MANAGEMENT UNIT, for certain timber on the following described lands:

GM HILLTOP HARDWOOD / T49N, R13W, SEC. 12, S1/2SE, NESE.
T49N, R13W, SEC. 13, E1/2NE.
T49N, R13W, SEC. 36, NE1/4.
ALGER COUNTY (Appr. \$14,327.15)

BLUEBERRY PINE / T47N, R14W, SEC. 25, NE1/4 NE1/4.

T47N, R14W, SEC. 13, NE1/4,NWSE.

T47N, R14W, SEC. 24, E1/2 SW,S1/2 SE1/4,SENW,NWSE.

SCHOOLCRAFT COUNTY (Appr. \$25,006.70)

DRIGGS LAKE HARDWOOD / T47N, R15W, SEC. 22, NE1/4, NENW. SCHOOLCRAFT COUNTY (Appr. \$19,405.75)

SALE DATE AND TIME: 10:00 a.m. on May 20, 2009.

SHINGLETON

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BID INSTRUCTIONS (Ver. 06/23/2008):

- 1. <u>Bid Location, Date, and Time:</u> Bids must be received by the Unit Manager, Shingleton Management Unit, M-28 West, PO Box 67, Shingleton, MI 49884, no later than 10:00 a.m. on May 20, 2009. For further information concerning this sale, contact the Unit Manager at 906-452-6227.
- 2. <u>Bidder's Qualifications:</u> 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 <u>not permitted</u> to bid on the timber sale contract. Bids will not be accepted from individuals or companies appearing on the DNR/FMFM 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: 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. <u>Submission of Sealed Bids</u>: Bid forms may be obtained from the Unit Manager. All bids must be submitted on the bid form and in an <u>envelope clearly identified</u> 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) that it is a "Bid for Timber," and (b) the sale name or number, and (c) 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: 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: 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. <u>Down Payment:</u> 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. <u>Performance Security:</u> 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: 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/dnr. 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: 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: 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-090N and the Sustainable Forestry Initiative (SFI) - Certificate # NSF-SFIS-5Y031-S1. Forest products from this sale may be delivered to the mill as "FSC 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.

REBECCA A. HUMPHRIES Director

GM HILLTOP HARDWOOD (040-08-01)

A timber sale contract for this <u>LUMP SUM SEALED</u> timber sale will be awarded the responsible bidder offering the highest sealed bid price. Bids must be at or above the following appraised price for each species:

SPECIES	ESTIMATED VOLUME*	APPRAISED PRICE		
SAWLOGS				
SUG. MAPLE	5.30 MBF	\$	526.00/MBF	
PULPWOOD				
MIX ASPEN	215.00 CORDS	\$	18.35/CORD	
MIX HARDWD	282.00 CORDS	\$	19.90/CORD	

In addition, the successful bidder agrees to purchase the following species at the indicated appraised price:

SPECIES	ESTIMATED VOLUME*	APPRAISED PRIC	E
SAWLOGS		-	_
RED MAPLE	4.30 MBF	\$ 156.00/MBF	
MIX HARDWD	1.10 MBF	\$ 196.00/MBF	
PULPWOOD			
BALSAM FIR	20.00 CORDS	\$ 11.60/CORD	
W. SPRUCE	43.00 CORDS	\$ 15.70/CORD	
WHITE PINE	16.00 CORDS	\$ 11.80/CORD	

^{*}The volumes are statistically estimated within plus (+) or minus (-) 16.14 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.

BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of \$716.00 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 may 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	
	1			08%			
	2			16%			
	3			30%			
	4			28%			
	5			18%			

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on December 31, 2011.

DNR		Department of Natural Res TIMBE formation provided by authorit	R SALE MAP		_	Sale Num		Year
Forest Managemen		County /					10-08-01	08
Shing		Alger	Mapped By	KiMa		Date	Page	of
		ection(s) and Subdivision(Cruised By	NESE	, Tylka_	JUlyo	23,2008 1	
1 49N	13W		36 NE/4	,	-	Scale:	2" =1	mile
	7,500	Cover Type	36 NE74			Do	neity	
A = Aspen	G = Grass	O = Oak	U = Uplan	d Brush	0 = Non Stocked		nsity	
B = Paper Birch C = Cedar	H = Hemlock J = Jack Pine	P = Lowland Poplar	V = Bog o	r Marsh	1 = Seedling Sag	ling Poor	5 = Pole Timber Me 6 = Pole Timber We	
D = Treed Bog	L = Lowland Bru	Q = Mixed Swamp (sh R = Red Pine	Cnfr W = White X = Non S		2 = Seedling Sar 3 = Seedling Sar	oling Medium	7 = Saw Timber Po	
E = Swamp Hdwoods F = Spruce Fir	M = Mpl, Bch, Br N = Marsh		Z = Water		4 = Pole Timber	Poor	8 = Saw Timber Me 9 = Saw Timber We	
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Sale Specific Conditions & Requirements

Sale Name: Gm Hilltop Hardwood Sale Number: 41-040-08-01

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (6/05)

The sale boundary and Payment Unit boundaries are marked and identified by blue, red and green paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with green paint. Do not cut painted boundary line trees unless also marked with orange paint.

2 - Timber Specifications

2.1 - Included Timber

2.1.3 - Cut tree marked unit(s) (8/04)

Within Payment Unit(s) 2, 3 and 4 all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. Within Payment Unit 5 all trees are designated for cutting when marked with yellow paint above and below stump height, regardless of merchantability. Within Payment Unit(s) 2-5, cut all aspen trees which meet minimum piece specifications in 2.2 Utilization EXCEPT those marked with green paint.

2.1.4 - Species designation unit(s) (5/07)

Within Payment Unit(s) 1 all trees except red maple, sugar maple, oak, hemlock and trees marked in green paint are designated for cutting which meet minimum piece specifications in 2.2 Utilization.

2.1.11 - Description of timber note (2/04)

Note that mixed hardwood sawlogs include paper birch, yellow birch and black cherry.

4 - Transportation

4.1 - Construction

4.1.7 - Road closure (4/07)

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 constructed of stumps and logs covered with earth. These roads must be rendered impassable to cars and trucks. All stumps from road building and landing construction must be reserved to block any newly constructed roads upon completion of the sale. These stumps must be scattered along the road system to prohibit vehicular movement. Contact the sale administrator for specific details of design and placement.

4.2 - Maintenance

Sale Name: Gm Hilltop Hardwood Sale Number: 41-040-08-01

4.2.2 - Fill material (4/07)

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

4.2.5 - Two wheel drive condition (2/04)

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

4.4 - Access

4.4.1 - Private property access (8/04)

Permission for access across private land is the responsibility of the purchaser. Should the purchaser desire to cross private land, a copy of the written permission from the private land-owner may be required by the DNR. Permission to cross private land must include access for DNR representatives to inspect the sale at any time. If crossing Heartwood Forestland Fund IV property, a license agreement from the Forestland Group must be obtained. Please allow 60 days for license processing.

5 - Operations

5.1 - Notification

5.1.1 - Pre-sale conference (2/08)

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations The Unit Manager or their representative must be contacted at least 5 days in advance to schedule the conference.

5.1.4 - Post-sale conference (2/04)

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

5.2.1.2.6 - Slash removal, general (7/05)

All slash must be removed from the seasonal drainage in unit 3.

5.2.1.7 - Slash must be scattered (2/04)

Unless otherwise directed, slash and logging debris shall be uniformly scattered over the sale area and not left in piles or windrows. Slash shall not be allowed to accumulate at the landings. All slash work shall be done concurrently with harvesting.

5.2.2 - Hazard Trees/Snags

Sale Name: Gm Hilltop Hardwood Sale Number: 41-040-08-01

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

5.2.3 - Operating Restrictions

5.2.3.9 - Beech hauling restriction (9/08)

American beech wood products with bark still attached, other than chips, are not to be transported from stands infested with beech bark disease to or through uninfested beech areas from July 15 to November 15. Beech scale is mobile at this time of year and can move from infested wood to live beech. (See Map of current beech scale distribution on the DNR Forest Health Website, www.michigan.gov/dnr.)

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

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

5.2.41 - Snowmobile trail protection (4/07)

County Road 416 is a snowmobile trail and is shown on the Timber Sale Map. If the trail is used, it must be maintained and restored to a condition equal to or better than before the sale. Do not cut or damage posts with orange trail markers or traffic control signs. The snowmobile trail may not be used for any timber sale operations from December 1 to March 31.

5.4 - Soil Protection

5.4.1 - Rutting restriction, general (5/08)

Operations are to cease immediately if equipment and weather conditions result in rutting of roads which is 12 inches or greater in depth and 50 feet in length. In addition, operations are to cease immediately if equipment and weather conditions result in rutting on skid trails which is 12 inches or greater in depth and 50 feet in length. The Unit Manager or their representative may restrict hauling and/or skidding if ruts exceed the specified depth. With the Unit Manager or their representative's approval, the Purchaser may return to the area when the weather conditions have changed and/or the risk of rutting has decreased.

5.8 - Protection of Endangered Species

5.8.5 - Protection of raptor nests (9/05)

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

7 - Other Conditions

7.5 - Loss

7.5.1 - Deteriorating timber (7/04)

The sale area has received damage from Beech Bark disease 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.

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BLUEBERRY PINE (042-08-01)

A timber sale contract for this <u>LUMP SUM SEALED</u> timber sale will be awarded the responsible bidder offering the highest sealed bid price. Bids must be at or above the following appraised price for each species:

SPECIES	ESTIMATED VOLUME*	APPRAISED PRICE
SAWLOGS		
WHITE PINE	79.30 MBF	\$ 60.00/MBF
RED PINE	33.50 MBF	\$ 197.00/MBF
PULPWOOD		
WHITE PINE	272.00 CORDS	\$ 11.80/CORD
RED PINE	209.00 CORDS	\$ 34.15/CORD

In addition, the successful bidder agrees to purchase the following species at the indicated appraised price:

SPECIES	ESTIMATED VOLUME*	APF	RAISED PRICE
PULPWOOD			
P. BIRCH	25.00 CORDS	\$	15.60/CORD
JACK PINE	53.00 CORDS	\$	27.25/CORD
MIX ASPEN	80.00 CORDS	\$	18.35/CORD

^{*}The volumes are statistically estimated within plus (+) or minus (-) 19.74 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.

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 may 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:

III Cliac	unit.					
PAYMENT	UNIT NUMBER	PERCENT	OF	TOTAL	SALE	VALUE
	1			11%		
	2			12%		
	3			07%		
	4			27%		
	5			21%		
	6			15%		
	7			07%		

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on December 31, 2011.



Michigan Department of Natural 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

 042-08-01
 2008

Forest Management Unit County Date Page Clark of Mapped By 8/25/08 Shingleton Schoolcraft Cruised By Burnham, Clar SEC 13 NEW, NWSE Burnham, Clark, Dover 1 Township Range Section(s) and Subdivision(s)

Scale: |... 4| = 1 mile 14W SEC 24 SENN, NWSE, E1/2SW1/4, S1/2SE1/4, &Sec 25 NENE 47N Density Cover Type 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 E = Swamp Hdwoods L = Lowland Brush R = Red Pine X = Non Stocked 2 = Seedling Sapling Medium 7 = Saw Timber Poor M = Mpl, Bch, Brch S = Black Spruce Z = Water 3 = Seedling Sapling Well 8 = Saw Timber Medium N = Marsh 4 = Pole Timber Poor 9 = Saw Timber Well F = Spruce Fir T = Tamarack G = Grass O = Oak U = Upland Brush 73 Outch Fred LAKE 87 13 46,45417 RT 28

Sale Specific Conditions & Requirements

Sale Name: Blueberry Pine Sale Number: 41-042-08-01

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (6/05)

The sale boundary and Payment Unit boundaries are marked and identified by blue, red and green paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with green paint.

2 - Timber Specifications

2.1 - Included Timber

2.1.3 - Cut tree marked unit(s) (8/04)

Within Payment Unit(s) 1-6 red pine and white pine are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. In addition, cut all other trees except red maple and trees marked with blue paint.

2.1.7 - Leave tree marked unit(s) (8/04)

Within Payment Unit(s) 7, all trees, which meet minimum piece specifications in 2.2 Utilization, are designated for cutting except trees marked with blue paint above and below stump height.

2.1.12 - Reserve trees (2/04)

The Purchaser shall not cut live or dead reserve trees within cutting units or clearings. Reserve trees are oak and hemlock. The Purchaser shall protect reserve trees from damage by the Purchaser's operations. If the Purchaser's operations have cut or damaged reserve trees through carelessness, the Purchaser shall pay \$50.00 as fixed, agreed and liquidated damages for each reserve tree cut or damaged. Such payment does not constitute ownership of the undesignated timber.

2.2 - Utilization

2.2.3 - Stump heights (4/07)

Stump heights within the Sale Area shall not exceed 8 inches for trees greater than 12 inches DBH and 4 inches for trees smaller than 12 inches DBH. This is in order to facilitate planting operations.

4 - Transportation

4.1 - Construction

Sale Name: Blueberry Pine Sale Number: 41-042-08-01

4.1.6 - Road construction (6/07)

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.

4.1.7 - Road closure (4/07)

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 constructed 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.

4.2 - Maintenance

4.2.2 - Fill material (4/07)

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

4.2.4 - Grading (5/08)

Roads must be graded after the sale is completed. In general, this will require a road grader or bull dozer to shape up the roads after forest products have been hauled off site. The grading equipment to be used must be approved by the Unit Manager or their representative.

5 - Operations

5.1 - Notification

5.1.1 - Pre-sale conference (2/08)

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations. The Unit Manager or their representative must be contacted at least 5 days in advance to schedule the conference.

5.1.4 - Post-sale conference (2/04)

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

5.2.1.11 - 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.

Sale Name: Blueberry Pine Sale Number: 41-042-08-01

5.2.2 - 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.

5.2.15 - Bark beetle restriction (2/04)

In the event drought creates a high risk of pine bark beetle infestation, pine is not to be cut during the period March 1 through July 1, unless all portions of trees greater than two inches in diameter are removed from the sale area, reduced to chips, or treated to the satisfaction of the Unit Manager or their representative, within fifteen days of being severed from the stump. Pine logs, pulpwood piles and treetop piles for chipping that are decked in the fall or winter within a 1/4 mile of susceptible sites must be removed before March 15. Residual slash must not be placed in piles or rows and must be spread over the site for quick drying. The Department of Natural Resources will exercise this option if the risk of damage warrants.

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

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

5.8 - Protection of Habitat of Endangered Species

5.8.5 - Protection of raptor nests (9/05)

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

DRIGGS LAKE HARDWOOD (049-08-01)

A timber sale contract for this <u>LUMP SUM SEALED</u> timber sale will be awarded the responsible bidder offering the highest sealed bid price. Bids must be at or above the following appraised price for each species:

SPECIES	ESTIMATED VOLUME*	APP	RAISED PRICE
PULPWOOD			
MIX ASPEN	165.00 CORDS	\$	22.40/CORD
MIX HARDWD	557.00 CORDS	\$	23.55/CORD

In addition, the successful bidder agrees to purchase the following species at the indicated appraised price:

SPECIES	ESTIMATED VOLUME*	APPRAISED PRICE
SAWLOGS		
SUG. MAPLE	.20 MBF	\$ 533.00/MBF
RED MAPLE	4.70 MBF	\$ 143.00/MBF
YEL. BIRCH	.20 MBF	\$ 179.00/MBF
BEECH	.50 MBF	\$ 138.00/MBF
WHITE PINE	.90 MBF	\$ 60.00/MBF
PULPWOOD		
MIX SOFTWD	67.00 CORDS	\$ 24.70/CORD

^{*}The volumes are statistically estimated within plus (+) or minus (-) 13.96 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.

BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of \$970.00 to insure faithful performance of the conditions of the contract, will be deposited by the successful bidder within 21 days of the sale award.
- Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment may 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:

3 16 D W

PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
1	14%
2	44%
3	20%
4	22%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on December 31, 2011.



Michigan Department of Natural 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

 41-049-08-01
 2008

Forest Management Unit County Mapped By J. Durbin Date Page Of Shingleton Schoolcraft Cruised By Shingleton Crew 09/30/2008 1 1

Township Range Section(s) and Subdivision(s)

Township Range Section(s) and Subdivision T47N R15W 22, NE1/4, NENW

Cover Type Density

A = Aspen G = Grass O = Oak U = Upland Brush 0 = Non Stocked 5 = Pole Timber Medium P = Paper Birch H = Hemlock P = Lowland Poplar V = Bog or Marsh 1 = Seedling Sapling Poor 6 = Pole Timber Well

C = Cedar J = Jack Pine Q = Mixed Swamp Cnfr W = White Pine 2 = Seedling Sapling Medium 7 = Saw Timber Poor D = Treed Bog L = Lowland Brush R = Red Pine X = Non Stocked 3 = Seedling Sapling Well 8 = Saw Timber Medi

D = Treed Bog L = Lowland Brush R = Red Pine X = Non Stocked E = Swamp Hdwoods M = Mpl, Bch, Brch S = Black Spruce T = Tamarack S = Seedling Sapling Well 8 = Saw Timber Medium 4 = Pole Timber Poor 9 = Saw Timber Well

Driggs Lake Hardwood Sale 89 Acres Ø Lake 3 Legend County Road Poor Dirt Road Sale Boundary blue paint

Sale Boundary red paint

xxxxxx Unit Boundary green paint

Unit Numbers CR-450 CR-4 Delgous (C. Lake M6 Covertupe 46°27'29

* GPS point -86°10'14

Survey Corner Sale Area Fox River Road Seney M-28 0 Miles 0:5 0.25

Sale Specific Conditions & Requirements

Sale Name: Driggs Lake Hardwood Sale Number: 41-049-08-01

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (6/05)

The sale boundary and payment unit boundaries are marked and identified by blue, red and green paint.

2 - Timber Specifications

2.1 - Included Timber

2.1.3 - Cut tree marked unit(s) (8/04)

Within Payment Unit(s) 3 and 4, all trees are designated for cutting when marked with yellow paint above and below stump height, regardless of merchantability. In addition, cut all aspen and balsam fir in Payment Unit 4 which meet minimum piece specification in 2.2 Utilization.

2.1.7 - Leave tree marked unit(s) (8/04)

Within Payment Unit(s) 1 and 2, all trees, which meet minimum piece specifications in 2.2 Utilization, are designated for cutting except red pine, white pine, yellow birch, and beech trees marked with green paint above and below stump height. Reserve trees identified in accordance with 2.1.12 - Reserve trees, within leave tree marked unit boundaries, are not Included Timber and are to be protected.

2.1.12 - Reserve trees (2/04)

The Purchaser shall not cut live or dead reserve trees within cutting units or clearings. Reserve trees are hemlock, cedar, and oak. The Purchaser shall protect reserve trees from damage by the Purchaser's operations. If the Purchaser's operations have cut or damaged reserve trees through carelessness, the Purchaser shall pay \$50.00 as fixed, agreed and liquidated damages for each reserve tree cut or damaged. Such payment does not constitute ownership of the undesignated timber.

4 - Transportation

4.1 - Construction

4.1.4 - Timber removed for construction (2/04)

Trees cut or damaged in the process of a pre-approved road, landing or skid trail construction will be decked in an area separate from wood removed from the timber sale until such time as it is scaled and paid for.

Sale Name: Driggs Lake Hardwood Sale Number: 41-049-08-01

4.1.6 - Road construction (6/07)

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.

4.1.7 - Road closure (4/07)

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 constructed 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.

4.4 - Access

4.4.1 - Private property access (8/04)

Permission for access across private land is the responsibility of the purchaser. Should the purchaser desire to cross private land, a copy of the written permission from the private land-owner may be required by the DNR. Permission to cross private land must include access for DNR representatives to inspect the sale at any time. If crossing Heartwood Forestland Fund IV property a license agreement must be obtained from the Forestland Group. Please allow 60 days for license processing.

5 - Operations

5.1 - Notification

5.1.1 - Pre-sale conference (2/08)

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations The Unit Manager or their representative must be contacted at least 5 days in advance to schedule the conference.

5.1.4 - Post-sale conference (2/04)

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

5.2.1.1 - Slash within sale area (2/04)

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

1.

5.2.1.2 - Slash Removal

Sale Name: Driggs Lake Hardwood Sale Number: 41-049-08-01

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

5.2.1.7 - Slash must be scattered (2/04)

Unless otherwise directed, slash and logging debris shall be uniformly scattered over the sale area and not left in piles or windrows. Slash shall not be allowed to accumulate at the landings. All slash work shall be done concurrently with harvesting.

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

5.2.3.9 - Beech hauling restriction (9/08)

American beech wood products with bark still attached, other than chips, are not to be transported from stands infested with beech bark disease to or through uninfested beech areas from July 15 to November 15. Beech scale is mobile at this time of year and can move from infested wood to live beech. (See Map of current beech scale distribution on the DNR Forest Health Website, www.michigan.gov/dnr.)

5.2.12 - Bark slippage restriction (3/07)

Within Payment Unit(s) 3 and 4, unless changed by written agreement, cutting, skidding, and hauling are not permitted during the period of May 15 to July 15. This restriction is because of bark slippage.

5.2.37 - No decking areas (10/04)

No decking is allowed within 50 feet of County Rd. 450 without permission of the Schoolcraft County Road Commission and the Unit Manager.

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 (5/08)

Operations are to cease immediately if equipment and weather conditions result in rutting of roads which is 12 inches or greater in depth and 50 feet in length. In addition, operations are to cease immediately if equipment and weather conditions result in rutting on skid trails which is 12 inches or greater in depth and 50 feet in length. The Unit Manager or their representative may restrict hauling and/or skidding if ruts exceed the specified depth. With the Unit Manager or their representative's approval, the Purchaser may return to the area when the weather conditions have changed and/or the risk of rutting has decreased.

5.4.6 - Wet area protection (9/05)

No harvesting operations, including skidding and felling, are to take place within any vernal pond areas or drainages. Care must be taken by the purchaser to identify and avoid operating in these areas of the timber sale.

5.8 - Protection of Endangered Species

Sale Name: Driggs Lake Hardwood Sale Number: 41-049-08-01

5.8.5 - Protection of raptor nests (9/05)

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

SHINGLETON MANAGEMENT UNIT SHINGLETON

GM HILLTOP HARDWOOD (040-08-01) T49N, R13W, SEC. 12, S1/2SE, NESE. T49N, R13W, SEC. 13, E1/2NE. T49N, R13W, SEC. 36, NE1/4. ALGER COUNTY

In response to the notice of sale to be held 10:00 a.m. on May 20, 2009, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species and total bid value must be at or above the appraised price. All non-responsive bid forms may be rejected.

SPECIES	AP	PRAISED PRICE		BID PRICE	ESTIMAT	ED VOLUM	E* =	VALUE
SAWLOGS								
SUG. MAPLE	\$	526.00/MBF	\$	x	5.30	MBF	=	Ś
PULPWOOD			-					·
MIX ASPEN	\$	18.35/CORD	\$	х	215.00	CORDS	=	S
MIX HARDWD	\$	19.90/CORD	\$_	x	282.00	CORDS	=	\$
					SUBTOTAL	L 1 \$_		

In addition, the successful bidder agrees to purchase the following species at the appraised price:

SPECIES	APPRAISED PRICE	ECHTMAND HOLD OF	
SAWLOGS	APPRAISED PRICE	ESTIMATED VOLUME* VAL	<u>UE</u>
RED MAPLE	\$ 156.00/MBF	4.30 MBF = \$	670.80
MIX HARDWD	\$ 196.00/MBF	1.10 MBF = \$	215.60
PULPWOOD		•	
BALSAM FIR	\$ 11.60/CORD	20.00 CORDS = \$	232.00
W. SPRUCE	\$ 15.70/CORD	43.00 CORDS = \$	675.10
WHITE PINE	\$ 11.80/CORD	16.00 CORDS = \$	188.80
		SUBTOTAL 2 \$ 1,	<u>982.30</u>
	SUBTOTAL 1 + SUB	TOTAL 2 = TOTAL BID VALUE \$_	

^{*}These volumes are statistically estimated within plus (+) or minus (-) 16.14%. 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, and that the individual unit bid price will be the basis to determine total bid value. 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 manpower subject to my control.

(bidder's printed name)			(bido	ler's	sig	natu	ıre)			
Address/Tele	oho	one					•				
I	ΉE	WINNING	BIDDER	MUST	COMPLETE	THE	FORM	ON	THE	REVERSE	SIDE



Michigan Department of Natural Resources Forest, Mineral and Fire Management

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

FOR	DEPARTMENT USE ONLY
Sale or Permit No	
Year:	Type:
Forest Area:	

	COMPENSATION AC	T COMPLIANCE		rear.	Турс.			
	As required by Act 317, P.A. 1969 (Work of Act 451 of 1994,	ker's Compensation) and F as amended.	Part 525	Forest Area:				
	VERIFICATION O	F WORKER'S DISABIL	ITY COMPENS	ATION ACT COMI	PLIANCE			
	is verification must be completed a le contract.	nd submitted within 2	1 days of contr	act award and pri	or to the issuance of the t	imber		
	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 printe	ed except for written s	ignatures.					
Please	Check Appropriate Categories:							
A. B.	business is organized as (you must on Sole Proprietorship (individual) Partnership Corporation	check <u>one</u> of the boxes	below):					
2. You A.	u must check <u>one</u> of the boxes below: ☐ I certify that my business is a so Worker's Compensation Laws.		has no employ	ees but the sole p	roprietor. I am not subject	to the		
	 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. 							
	ou have checked item 2(A) or 2(B), uding family members and active part			h full and part time	e employees other than yo	ourself		
	Full Time	e Employees			Part Time Employees			
lame of	Business		Federal ID (or) S	ocial Security No.				
Address			Telephone No.					
ity		State		Zip + 4				
	certify that the above information is treed during any of my present and future		to notify the DN	R of any changes	that occur in factors affecting	ig my		
Signa	ture of Owner or Authorized Represer	ntative						
Title			Date			-		

SHINGLETON MANAGEMENT UNIT SHINGLETON

BLUEBERRY PINE (042-08-01)
T47N, R14W, SEC. 25, NE1/4 NE1/4.
T47N, R14W, SEC. 13, NE1/4,NWSE.
T47N, R14W, SEC. 24, E1/2 SW,S1/2 SE1/4,SENW,NWSE.
SCHOOLCRAFT COUNTY

In response to the notice of sale to be held 10:00 a.m. on May 20, 2009, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species and total bid value must be at or above the appraised price. All non-responsive bid forms may be rejected.

SPECIES SAWLOGS	APPRAISED PRICE	BID PRICE	ESTIMATED VOLUME*	= VALUE
WHITE PINE	\$ 60.00/MBF	\$ x	79.30 MBF	= \$
RED PINE	\$ 197.00/MBF	\$ x	33.50 MBF	= \$
PULPWOOD		***************************************		
WHITE PINE	\$ 11.80/CORD	\$x	272.00 CORDS	= \$
RED PINE	\$ 34.15/CORD	\$x	209.00 CORDS	= \$
			SUBTOTAL 1 \$	

In addition, the successful bidder agrees to purchase the following species at the appraised price:

ECIES LPWOOD	APPRAISED PRICE	ESTIMATED VOLUME*	VALUE
P. BIRCH	\$ 15.60/CORD	25.00 CORDS = \$	390.00
JACK PINE	\$ 27.25/CORD	53.00 CORDS = 3	1,444.25
MIX ASPEN	\$ 18.35/CORD	80.00 CORDS = 8	1,468.00
		SUBTOTAL 2	3,302.25
	SUBTOTAL 1 + SUB	TOTAL 2 = TOTAL BID VALU	JE Ŝ

^{*}These volumes are statistically estimated within plus (+) or minus (-) 19.74%. 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, and that the individual unit bid price will be the basis to determine total bid value. 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 manpower subject to my control.

(bidder's printed name)	(bidder's signature)
Address/Telephone	



Michigan Department of Natural Resources Forest, Mineral and Fire Management

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

FOR DEPARTMENT USE ONLY				
Sale or Permit No				
Year:	Type:			
Forest Area:				

	As required by Act 317, P.A. 1969 (Worker's Compensation) and Part of Act 451 of 1994, as amended.	525	Forest Area:				
	VERIFICATION OF WORKER'S DISABILIT	Y COMPENS	SATION ACT COMPLIANCE				
•	This verification must be completed and submitted within 21 d sale contract.	ays of contr	act award and prior to the issuance of the timber				
•	In addition, if boxes 2B or 2C are checked, then Notice of Excludays of the contract award and prior to the issuance of the tim						
•	All Information must be typed or printed except for written sign	natures.					
PΙε	Please Check Appropriate Categories:	*					
1.	 My business is organized as (you must check <u>one</u> of the boxes bel A. Sole Proprietorship (individual) B. Partnership C. Corporation 	ow):					
2.	 You must check one of the boxes below: A. I certify that my business is a sole proprietorship and it has Worker's Compensation Laws. 	as no employ	rees but the sole proprietor. I am not subject to the				
	B. I certify that my business has satisfied its obligation to the Notice of Exclusion (BWC-337, Rev. 5/96). I will provide award. (For questions or a copy of the BWC-337, please cannot be a support of the BWC-337.	 B.					
3.	If you have checked item 2(A) or 2(B), you must indicate the nu including family members and active partners (if none, you must en		h full and part time employees other than yourself				
	Full Time Employees		Part Time Employees				
Van	lame of Business	ederal ID (or) S	Social Security No.				
۸dd	ddress Te	elephone No.					
City	ity State		Zip + 4				
ov.	hereby certify that the above information is true and correct. I agree to overage during any of my present and future operations. Signature of Owner or Authorized Representative	notify the DN	IR of any changes that occur in factors affecting my				
_	Till						
	Title	Date	;				

SHINGLETON MANAGEMENT UNIT SHINGLETON

DRIGGS LAKE HARDWOOD (049-08-01) T47N, R15W, SEC. 22, NE1/4, NENW. SCHOOLCRAFT COUNTY

In response to the notice of sale to be held 10:00 a.m. on May 20, 2009, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species and total bid value must be at or above the appraised price. All non-responsive bid forms may be rejected.

			T .				
SPECIES	<u>AP</u>	PRAISED PRICE	BID PRICE	ESTIMATE	O VOLUM	E* = VALUE	
PULPWOOD							
MIX ASPEN	\$	22.40/CORD	\$X	165.00	CORDS	= \$	
MIX HARDWD	\$	23.55/CORD	\$X	557.00	CORDS	= \$	
				SUBTOTAL	1 \$		
In addition, the stappraised price:	uccessful	bidder agrees	to purchase the	following	specie	s at the	
SPECIES	APPR	AISED PRICE	ESTIMATED	VOLUME *	VA	LUE	
SAWLOGS		-					
SUG. MAPLE	\$	533.00/MBF	.20	MBF	= \$	106.60	
RED MAPLE	\$	143.00/MBF	4.70	MBF	= \$	672.10	
YEL. BIRCH	\$	179.00/MBF	.20	MBF	= \$	35.80	
BEECH	\$	138.00/MBF	.50	MBF	= \$	69.00	
WHITE PINE	\$	60.00/MBF	. 90	MBF	= \$	54.00	
PULPWOOD							
MIX SOFTWD	\$	24.70/CORD	67.00	CORDS	= \$	1,654.90	
			sı	UBTOTAL 2	\$	2,592.40	
	S	UBTOTAL 1 +	SUBTOTAL 2 =	TOTAL BID V	VALUE \$		
*These volumes are estimated volumes to examine this ti	are fina	l and not subj	ect to adjustment	. Prospec	ctive bi	dders are	
I understand that a	any or al	l bids may be	rejected, and the	at the indi	ividual	unit bid p	price

(bidder's printed name) (bidder's signature)

Address/Telephone

contract based upon equipment and manpower subject to my control.

will be the basis to determine total bid value. 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



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:							

	OI ACL 451 OI 1994, E	is 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 21 days of the contract award and prior to the issuance of the timber sale contract.							
•	All Information must be typed or printe	d except for written si	ignatures.					
Ple	ase 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. 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). 							
3.	 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. If you have checked item 2(A) or 2(B), you must indicate the number of both full 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							
Van	ne of Business		Federal ID (or) S	Social Security No.	_			
Address			Telephone No.					
City		State	, ,	Zip + 4				
ov.	reby certify that the above information is truerage during any of my present and future of the second secon	operations.	to notify the DN	NR of any changes that occur in factors affecting my				
ī	itle		Date	е				