



DEPARTMENT OF NATURAL RESOURCES & ENVIRONMENT
STATE OF MICHIGAN

TIMBER SALE PROSPECTUS

SALE TIME, DATE AND LOCATION
10:00 a.m. on September 21, 2010
SHINGLETON

Notice is hereby given that bids will be received by the Unit Manager, SHINGLETON MANAGEMENT UNIT, for certain timber on the following described lands. The Bidder is advised to inspect the sale area and review the location, estimated volumes, operating costs, and sale contract terms of the proposed sale.

BEAR BAIT / T46N, R13W, SEC. 31, NENW, S1/2NW, SWNE, NWNE.

SCHOOLCRAFT COUNTY (Appr. \$15,955.00)

SALE ACRES: 25

No designated recreation site such as a trail, pathway, or campground is within the sale area.

Access may be through private land.

BIRDS REHAB PINE / T47N, R14W, SEC. 34, ENTIRE SECTION.

T47N, R14W, SEC. 27, SESW.

SCHOOLCRAFT COUNTY (Appr. \$46,707.85)

SALE ACRES: 301

No designated recreation site such as a trail, pathway, or campground is within the sale area.

Access may be through state forest land.

Please be aware that some landowners may request 60 days or more notice for forest harvesting access across their land.

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

1. Bid Location, Date, and Time: 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 September 21, 2010. For further information concerning this sale, contact the Unit Manager at 906-452-6227.
2. Bidder's Qualifications: 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/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. Submission of Sealed Bids: 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) 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. Down Payment: 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: 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

BEAR BAIT (031-09-01)

A timber sale contract for this LUMP SUM SEALED 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:

| <u>SPECIES</u> | <u>ESTIMATED VOLUME*</u> | <u>APPRAISED PRICE</u> |
|----------------|--------------------------|------------------------|
| SAWLOGS | | |
| RED PINE | 106.20 MBF | \$ 112.00/MBF |
| PULPWOOD | | |
| RED PINE | 135.00 CORDS | \$ 22.25/CORD |

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

| <u>SPECIES</u> | <u>ESTIMATED VOLUME*</u> | <u>APPRAISED PRICE</u> |
|----------------|--------------------------|------------------------|
| SAWLOGS | | |
| WHITE PINE | 3.10 MBF | \$ 50.00/MBF |
| PULPWOOD | | |
| WHITE PINE | 34.00 CORDS | \$ 13.75/CORD |
| JACK PINE | 14.00 CORDS | \$ 17.85/CORD |
| MIX ASPEN | 17.00 CORDS | \$ 10.85/CORD |

*The volumes are statistically estimated within plus (+) or minus (-) 18.81 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 \$798.00, 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:

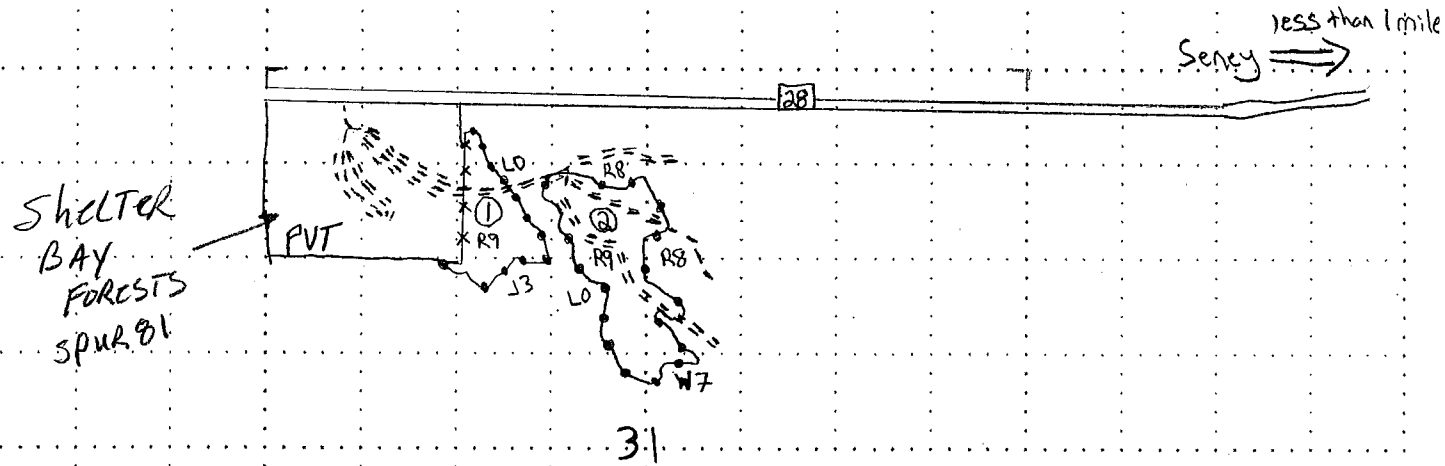
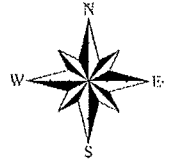
| <u>PAYMENT UNIT NUMBER</u> | <u>PERCENT OF TOTAL SALE VALUE</u> |
|----------------------------|------------------------------------|
| 1 | 64% |
| 2 | 36% |
4. If no cutting takes place, the 10% down payment will not be refunded.
5. Operations on the contract issued will terminate on December 31, 2012.



| | | | | | |
|--------------------------------------|-----------------------|--|--------------------|-----------|---------|
| Forest Management Unit Shingleton | County Schoolcraft | Mapped By Jesse Bramer | Date 09/25/2009 | Page 1 | of 1 |
| Township T46N | Range R13W | Section(s) and Subdivision(s) Sec. 31 - NE NW, S 1/2 NW, SW NE, NW NE | | | |

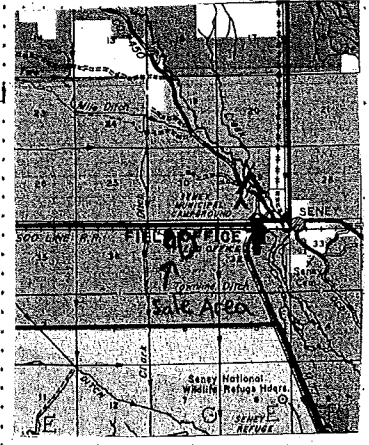
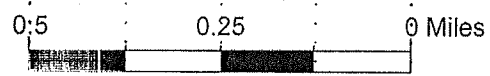
| Cover Type | | | | Density | | | |
|-------------------|--------------------|----------------------|------------------|-----------------------------|------------------------|--|--|
| A = Aspen | G = Grass | O = Oak | U = Upland Brush | 0 = Non Stocked | 5 = Pole Timber Medium | | |
| B = Paper Birch | 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 = Tread Bog | L = Lowland Brush | R = Red Pine | X = Non Stocked | 3 = Seedling Sapling Well | 8 = Saw Timber Medium | | |
| E = Swamp Hdwoods | M = Mpl, Bch, Brch | S = Black Spruce | Z = Water | 4 = Pole Timber Poor | 9 = Saw Timber Well | | |
| F = Spruce Fir | N = Marsh | T = Tamarack | | | | | |

BEAR BAIT
 25 Acres
 Total



LEGEND

- ① P.U. Number
- 31 Section Number
- Sale Boundary - Red Paint
- *—*— Sale Boundary - Blue Paint
- R9 Covertype
- ==== M-28
- ==== Woods Road



Sale Specific Conditions & Requirements

Sale Name: Bear Bait Sale Number: 41-031-09-01

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (12/08)

The sale boundary is marked and identified by blue and red paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint.

2 - Timber Specifications

2.1 - Included Timber

2.1.7 - Leave tree marked unit(s) (12/08)

Within Payment Unit(s) 1 and 2, all trees, which meet minimum piece specifications in 2.2 Utilization, are designated for cutting except trees marked with green paint above and below stump height.

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.

3 - Payments

3.4 - Damaged Timber

3.4.1 - Damaged timber (6/05)

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured. In addition, extreme care should be taken to avoid damage to tree seedlings and saplings. Damage to residual trees (defined as breaking of the cambium layer, broken tops or bending of trees from their natural position) is not acceptable.

Within the sale area, if more than 25% of the tree seedlings or saplings (1/4" to 4.5" DBH) within a specified portion of the sale area are damaged, liquidated damages will be assessed at \$300.00 per acre for all acreage within that specified portion of the sale area that was damaged.

4 - Transportation

4.1 - Construction

Sale Name: Bear Bait Sale Number: 41-031-09-01

4.1.4 - Timber removed for construction (1/09)

Trees cut or damaged in the process of pre-approved road, landing or skid trail construction will be decked in an area separate from other designated timber and not removed until measured by the sale administrator. Payment will be made at the specified Purchase Unit Price.

4.1.6 - Road construction (1/09)

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

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. In general, this will require constructing double earthen berms at strategic locations. 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 (12/08)

Permission for access across private land is the responsibility of the purchaser. If crossing Heartwood Forest Fund IV (Shelter Bay Forests) property, a permit from The Forestland Group is required. Please advise them when the sale is purchased of the need to cross their property. Allow 30-60 days for permit processing. A copy of the permit should be provided to the Unit Manager by the presale conference. Permission to cross private land must include access for DNR representatives to inspect the sale at any time.

5 - Operations

5.1 - Notification

5.1.1 - Pre-sale conference (12/08)

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning to determine landing and road locations. The Unit Manager or his/her representative must be contacted at least 5 days in advance to schedule the conference.

5.1.4 - Post-sale conference (9/09)

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)

Sale Name: Bear Bait Sale Number: 41-031-09-01

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

5.2.1.2 - Slash Removal

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

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

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

5.2.3.6 - Bark beetle restriction (12/08)

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 his/her representative, within fifteen days of being severed from the stump. Pine log decks, pulpwood piles and treetops that are piled for chipping 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 specification 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.

5.4 - Soil Protection

5.4.1 - Rutting restriction, general (1/09)

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

5.8 - Protection of Endangered Species

5.8.5 - Protection of raptor nests (4/09)

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.

7 - Other Conditions

7.3 - Contract Modifications

7.3.1 - Emerald Ash Borer

Sale Name: Bear Bait Sale Number: 41-031-09-01

There is ash and/or "firewood" in this sale and it is located within an emerald ash borer quarantined area. The Director of the Michigan Department of Agriculture (MDA) by the authority of Act No. 72 of the Public Acts of 1945, as amended, and Quarantine Regulation No. 620, has promulgated this quarantine to prevent the further spread of this pest and sets forth: definitions, regulated articles, regulated areas, conditions of movement, violations and penalties, and special exemptions. The purchaser must comply with this quarantine. Contact the MDA for further information.

BIRDS REHAB PINE (034-09-01)

A timber sale contract for this LUMP SUM SEALED 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:

| <u>SPECIES</u> | <u>ESTIMATED VOLUME*</u> | <u>APPRAISED PRICE</u> |
|----------------|--------------------------|------------------------|
| SAWLOGS | | |
| RED PINE | 86.10 MBF | \$ 104.00/MBF |
| PULPWOOD | | |
| WHITE PINE | 445.00 CORDS | \$ 16.90/CORD |
| RED PINE | 704.00 CORDS | \$ 25.95/CORD |
| JACK PINE | 233.00 CORDS | \$ 28.45/CORD |

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

| <u>SPECIES</u> | <u>ESTIMATED VOLUME*</u> | <u>APPRAISED PRICE</u> |
|----------------|--------------------------|------------------------|
| SAWLOGS | | |
| P. BIRCH | 2.40 MBF | \$ 34.00/MBF |
| WHITE PINE | 11.10 MBF | \$ 50.00/MBF |
| PULPWOOD | | |
| P. BIRCH | 4.00 CORDS | \$ 11.10/CORD |
| Q. ASPEN | 155.00 CORDS | \$ 12.95/CORD |
| BALSAM FIR | 3.00 CORDS | \$ 11.95/CORD |
| MIX HARDWD | 192.00 CORDS | \$ 13.60/CORD |

*The volumes are statistically estimated within plus (+) or minus (-) 14.16 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 \$2,335.00, 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:

| <u>PAYMENT UNIT NUMBER</u> | <u>PERCENT OF TOTAL SALE VALUE</u> |
|----------------------------|------------------------------------|
| 1 | 04% |
| 2 | 01% |
| 3 | 18% |
| 4 | 14% |
| 5 | 31% |
| 6 | 10% |
| 7 | 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, 2013.

Michigan Department of Natural Resources-Forest Management Division
TIMBER SALE MAP

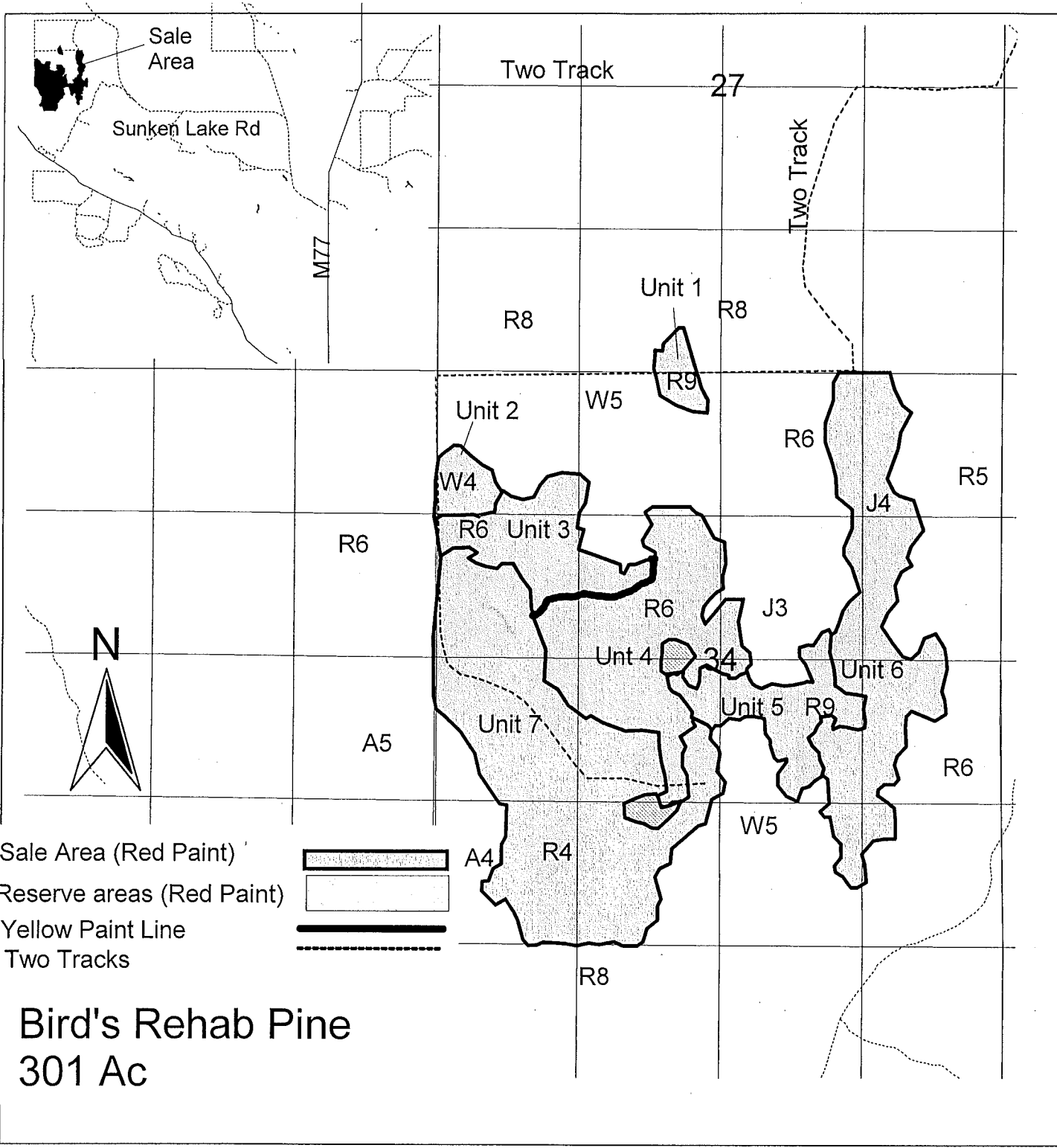
This information provided under authority of Part 525, Act 451 of 1994, as amended.

| | | |
|----------|------|-----------|
| Sale No. | Year | Sale Type |
| 034 | 09 | 01 |

| | | | | |
|---|---------------------|---------------------------|--|---------------------------|
| State Forest and Forest Management Unit: Shingleton FMU | | Mapped By: Hill | Cruised By: Hill & Petrelus | Date: 10/5/2009 |
| Township 47N | Range 14W | Section(s) 34 | Subdivision All of sec. 34 and SESW of sec. 27 | Scale: 1:15840 |

Cover Type Density

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



Bird's Rehab Pine
301 Ac

Sale Specific Conditions & Requirements

Sale Name: Birds Rehab Pine Sale Number: 41-034-09-01

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (12/08)

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 either yellow or red paint. Do not cut painted boundary or payment unit trees.

2 - Timber Specifications

2.1 - Included Timber

2.1.2 - Clearcut unit(s) w/o unmerchantable trees (12/08)

Within Payment Unit(s) 2, 6 and 7, cut all trees which meet minimum piece specifications in 2.2 Utilization. Reserve trees identified in accordance with 2.4.2 - Reserve trees, within clearcutting unit boundaries, are not Included Timber and are to be protected.

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

Within Payment Unit(s) 1, 3, 4 and 5, cut all trees except unmarked red and white pine and reserve trees identified in accordance with 2.4.2. Within payment units 1, 3, and 4, red and white pine are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. Within Payment Unit 5, red and white pine are designated for cutting when marked in blue paint.

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 reforestation operations.

2.4 - Special Protection

2.4.2 - Reserve trees (1/09)

The Purchaser shall not cut live or dead reserve trees within cutting units or clearings. Reserve trees are hemlock and oak, if present. 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

4.1.3 - 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.

4.1.4 - Timber removed for construction (1/09)

Trees cut or damaged in the process of pre-approved road, landing or skid trail construction will be decked in an area separate from other designated timber and not removed until measured by the sale administrator. Payment will be made at the specified Purchase Unit Price.

4.1.6 - Road construction (1/09)

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

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. Stumps and brush must be placed along the remainder of the trail. 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

4.2.1 - Hauling restriction (12/08)

Hauling may be restricted on forest roads by the Unit Manager or his/her representative. The restriction may occur during dry periods to prevent road blowout.

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 (12/08)

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, and may only apply to the Sunken Lake and Reservoir Dam Roads. The grading equipment to be used must be approved by the Unit Manager or his/her representative.

4.2.5 - Two wheel drive condition (2/04)

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

5 - Operations

5.1 - Notification

5.1.1 - Pre-sale conference (12/08)

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

5.1.4 - Post-sale conference (9/09)

A post-sale conference on site between the Purchaser and sale administrator is required 5 days prior to the completion of active logging operations to determine clean-up and repair of landings, road edges, and the fulfillment of other contract specifications.

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.2 - Slash Removal

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

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

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

5.2.3.6 - Bark beetle restriction (12/08)

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 his/her representative, within fifteen days of being severed from the stump. Pine log decks, pulpwood piles and treetops that are piled for chipping 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 specification if the risk of damage warrants.

5.2.4 - Dead and Down Creation

5.2.4.3 - Dead and down creation, dead trees (6/07)

Except as provided for in General Condition and Requirement 5.2.2, no dead trees, standing or down, are to be cut, skidded, or processed.

Sale Name: Birds Rehab Pine Sale Number: 41-034-09-01

5.2.29 - Shrub protection (9/07)

Do not cut or damage hawthorn, witch-hazel, dogwood or juneberry. These woody-shrub plants are highly beneficial to various wildlife species.

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 Endangered Species

5.8.5 - Protection of raptor nests (4/09)

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.

7 - Other Conditions

7.3 - Contract Modifications

7.3.1 - Emerald Ash Borer

7.3.1.2 - Emerald ash borer, ash or firewood on sale (2/05)

There is ash and/or "firewood" in this sale and it is located within an emerald ash borer quarantined area. The Director of the Michigan Department of Agriculture (MDA) by the authority of Act No. 72 of the Public Acts of 1945, as amended, and Quarantine Regulation No. 620, has promulgated this quarantine to prevent the further spread of this pest and sets forth: definitions, regulated articles, regulated areas, conditions of movement, violations and penalties, and special exemptions. The purchaser must comply with this quarantine. Contact the MDA for further information.

BEAR BAIT (031-09-01)
 T46N, R13W, SEC. 31, NENW, S1/2NW, SWNE, NWNE.
 SCHOOLCRAFT COUNTY

In response to the notice of sale to be held 10:00 a.m. on September 21, 2010, 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.

| <u>SPECIES</u> | <u>APPRAISED PRICE</u> | <u>BID PRICE</u> | <u>ESTIMATED VOLUME*</u> | <u>= VALUE</u> |
|-----------------|------------------------|------------------|--------------------------|----------------|
| <u>SAWLOGS</u> | | | | |
| RED PINE | \$ 112.00/MBF | \$ _____ X | 106.20 MBF | = \$ _____ |
| <u>PULPWOOD</u> | | | | |
| RED PINE | \$ 22.25/CORD | \$ _____ X | 135.00 CORDS | = \$ _____ |
| SUBTOTAL 1 | | | | \$ _____ |

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

| <u>SPECIES</u> | <u>APPRAISED PRICE</u> | <u>ESTIMATED VOLUME*</u> | <u>VALUE</u> |
|-----------------|------------------------|--------------------------|--------------------|
| <u>SAWLOGS</u> | | | |
| WHITE PINE | \$ 50.00/MBF | 3.10 MBF | = \$ 155.00 |
| <u>PULPWOOD</u> | | | |
| WHITE PINE | \$ 13.75/CORD | 34.00 CORDS | = \$ 467.50 |
| JACK PINE | \$ 17.85/CORD | 14.00 CORDS | = \$ 249.90 |
| MIX ASPEN | \$ 10.85/CORD | 17.00 CORDS | = \$ 184.45 |
| SUBTOTAL 2 | | | \$ <u>1,056.85</u> |

SUBTOTAL 1 + SUBTOTAL 2 = TOTAL BID VALUE \$ _____

*These volumes are statistically estimated within plus (+) or minus (-) 18.81%. 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 _____

THE WINNING BIDDER MUST COMPLETE THE FORM ON THE REVERSE SIDE
 WITHIN 21 DAYS OF SALE AWARD



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

**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.*

VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

- This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.
- In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within 21 days of the contract award and prior to the issuance of the timber sale contract.
- All Information must be typed or printed except for written signatures.

Please Check Appropriate Categories:

1. My business is organized as (you must check one of the boxes below):
 - A. Sole Proprietorship (individual)
 - B. Partnership
 - C. Corporation
2. You must check one of the boxes below:
 - A. I certify that my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.
 - B. I certify that my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).
 - C. I certify that my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within 21 days of the contract award.
3. If you have checked item 2(A) or 2(B), you must indicate the number of both full 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 No. () | |
| City | State | Zip + 4 | |

I hereby certify that the above information is true and correct. I agree to notify the 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

Title

Date

BIRDS REHAB PINE (034-09-01)
 T47N, R14W, SEC. 34, ENTIRE SECTION.
 T47N, R14W, SEC. 27, SESW.
 SCHOOLCRAFT COUNTY

In response to the notice of sale to be held 10:00 a.m. on September 21, 2010, 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.

| <u>SPECIES</u> | <u>APPRAISED PRICE</u> | <u>BID PRICE</u> | <u>ESTIMATED VOLUME*</u> | <u>= VALUE</u> |
|-----------------|------------------------|------------------|--------------------------|----------------|
| <u>SAWLOGS</u> | | | | |
| RED PINE | \$ 104.00/MBF | \$ _____ X | 86.10 MBF | = \$ _____ |
| <u>PULPWOOD</u> | | | | |
| WHITE PINE | \$ 16.90/CORD | \$ _____ X | 445.00 CORDS | = \$ _____ |
| RED PINE | \$ 25.95/CORD | \$ _____ X | 704.00 CORDS | = \$ _____ |
| JACK PINE | \$ 28.45/CORD | \$ _____ X | 233.00 CORDS | = \$ _____ |
| SUBTOTAL 1 | | | | \$ _____ |

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

| <u>SPECIES</u> | <u>APPRAISED PRICE</u> | <u>ESTIMATED VOLUME*</u> | <u>VALUE</u> |
|-----------------|------------------------|--------------------------|--------------------|
| <u>SAWLOGS</u> | | | |
| P. BIRCH | \$ 34.00/MBF | 2.40 MBF | = \$ 81.60 |
| WHITE PINE | \$ 50.00/MBF | 11.10 MBF | = \$ 555.00 |
| <u>PULPWOOD</u> | | | |
| P. BIRCH | \$ 11.10/CORD | 4.00 CORDS | = \$ 44.40 |
| Q. ASPEN | \$ 12.95/CORD | 155.00 CORDS | = \$ 2,007.25 |
| BALSAM FIR | \$ 11.95/CORD | 3.00 CORDS | = \$ 35.85 |
| MIX HARDWD | \$ 13.60/CORD | 192.00 CORDS | = \$ 2,611.20 |
| SUBTOTAL 2 | | | \$ <u>5,335.30</u> |

SUBTOTAL 1 + SUBTOTAL 2 = TOTAL BID VALUE \$ _____

*These volumes are statistically estimated within plus (+) or minus (-) 14.16%. 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 _____

THE WINNING BIDDER MUST COMPLETE THE FORM ON THE REVERSE SIDE
 WITHIN 21 DAYS OF SALE AWARD



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

**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.

VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

- This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.
- In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within 21 days of the contract award and prior to the issuance of the timber sale contract.
- All information must be typed or printed except for written signatures.

Please Check Appropriate Categories:

1. My business is organized as (you **must** check one of the boxes below):
 - A. Sole Proprietorship (individual)
 - B. Partnership
 - C. Corporation
2. You **must** check one of the boxes below:
 - A. I certify that my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.
 - B. I certify that my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).
 - C. I certify that my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within 21 days of the contract award.
3. If you have checked item 2(A) or 2(B), you **must** indicate the number of **both** full 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 No. () | |
| City | State | Zip + 4 | |

I hereby certify that the above information is true and correct. I agree to notify the 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

Title

Date