



DEPARTMENT OF NATURAL RESOURCES
STATE OF MICHIGAN

TIMBER SALE PROSPECTUS

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

BLUEBERRY PINE RPP / T43N, R06W, SEC. 11, E1/2NE.
T43N, R06W, SEC. 13, W1/2NW, W1/2SW, SESW.
T43N, R06W, SEC. 14, NE1/4.
MACKINAC COUNTY (Appr. \$290,186.15)

RIDGE EDGE PINE RPP / T43N, R06W, SEC. 01, SWNW.
T43N, R06W, SEC. 02, E1/2NE.
T43N, R06W, SEC. 12, S1/2SE.
T43N, R06W, SEC. 13, E1/2NE.
MACKINAC COUNTY (Appr. \$75,723.50)

WEINE'S HEINY HARDWOOD / T44N, R11W, SEC. 12, N1/2SW, SESW, S1/2NW.
MACKINAC COUNTY (Appr. \$11,163.95)

SALE DATE AND TIME: 3:30 p.m. on July 16, 2009.

NAUBINWAY

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

1. Bid Location, Date, and Time: Bids must be received by the Unit Manager, Sault Ste Marie Management Unit, Naubinway Field Office, PO Box 287, US 2, Naubinway, MI 49762, no later than 3:30 p.m. on July 16, 2009. For further information concerning this sale, contact the Unit Manager at 906-477-6048.
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

BLUEBERRY PINE RPP (110-08-01)

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 | 1717.70 MBF | \$ 142.00/MBF |
| PULPWOOD | | |
| RED PINE | 1797.00 CORDS | \$ 25.75/CORD |

*The volumes are statistically estimated within plus (+) or minus (-) 6.78 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 \$20,500.00 to insure faithful performance of the conditions of the contract, will be deposited by the successful bidder within 21 days of the sale award.
2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
3. Total payment 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 | 23% |
| 2 | 23% |
| 3 | 23% |
| 4 | 13% |
| 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 30, 2010.



Michigan Department of Natural Resources – Forest, Mineral & Fire Management
TIMBER SALE MAP

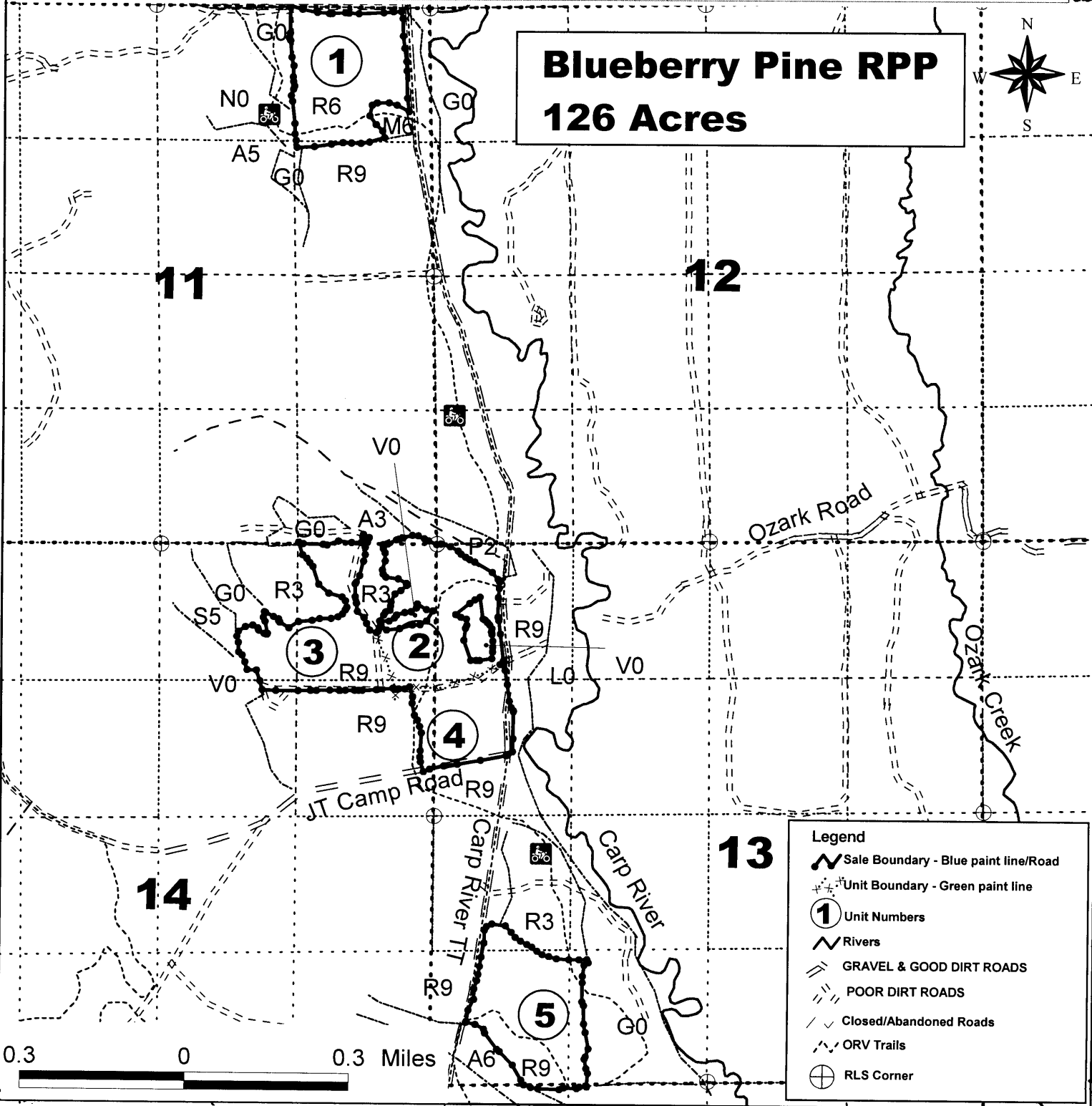
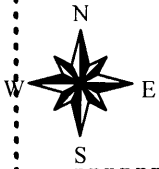
This information is provided by authority of Part 525 of Act 451, PA 1994, as amended.

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| SALE NUMBER | YEAR |
| 45-110 | 08 |
| DATE | PAGE OF |
| 9/12/2008 | 1 1 |

| | | | | | |
|------------------------|----------|---|-----------|------|----|
| FOREST MANAGEMENT UNIT | COUNTY | MAPPED BY | DATE | PAGE | OF |
| Sault - Naubinway | Mackinac | Rodock | 9/12/2008 | 1 | 1 |
| TOWNSHIP | RANGE | SECTION(S) AND SUBDIVISION(S) | | | |
| T43N | R06W | 11 - E1/2NE, 13 - W1/2NW, W1/2SW, SESW and 14 - NE1/4 | | | |

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

Blueberry Pine RPP
126 Acres



Sale Specific Conditions & Requirements

Sale Name: Blueberry Pine Rpp **Sale Number: 45-110-08-01**

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, and green paint. Exterior sale boundary lines against state are marked with blue paint. Interior Payment Unit boundaries are marked with green paint. Green 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 (2/04)

Within Payment Unit(s) 1, 2, 3, 4 and 5, cut all trees that are four (4) inches or more in diameter measured at a point of four and one-half (4-1/2) feet above ground level regardless of merchantability.

2.2 - Utilization

2.2.3 - Stump heights (4/07)

Stump heights within Payment Units 1, 2, 3, 4 and 5 shall not exceed 12 inches for trees greater than 10 inches DBH and 6 inches for trees smaller than 10 inches DBH. This is in order to facilitate planting operations.

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (7/05)

Payment unit(s) 1, 2, 3, 4 and 5 may be divided at the request of the purchaser and upon approval of the Unit Manager. Dividing payment units is a contract modification which requires a Timber Sale Contract Supplement.

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. In general, this will require constructing a four (4') foot high berm constructed of stumps and logs covered with earth. Contact the sale administrator for specific details of design and placement.

5 - Operations

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.

5.2.1.11 - Slash for reforestation (5/07)

To facilitate reforestation, Payment Unit(s) 1, 2, 3, 4 and 5 shall be left with slash evenly distributed. Bunched tops within the cutting area shall be broken up and scattered. Stumps shall be cut low to the ground. Processing sites shall not be left with a compacted layer of slash; tops from these sites shall be hauled back into the cut area and scattered.

5.2.1.12 - Slash for prescribed burning (1/05)

To facilitate prescribed burning, slash shall be moved at least 10 feet inside the sale boundary.

5.2.3 - Operating Restrictions

5.2.3.1 - Operating restrictions (3/07)

Within Payment Unit(s) 1, 2, 3, 4 and 5, unless changed by written agreement, cutting, skidding, and hauling are not permitted during the period of 12/15 to 04/15. This restriction is because of the Carp River Snowmobile Trail.

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.

5.2.39 - ORV trail protection (9/07)

The Brevort-Trout Lake Motorcycle Trail is an ORV trail and is shown on the Timber Sale Map. Do not cut or damage posts with orange ORV markers. Trees with orange ORV markers are to be left or cut off at above 6 feet to leave a visible marker. Maintain a 20 foot wide slash, debris, and rut free zone daily using the ORV trail as the centerline. Do not run equipment down the ORV trail. Skidding across the trail may only occur in locations approved by the sale administrator.

5.2.41 - Snowmobile trail protection (4/07)

The Carp River Truck Trail is a snowmobile trail and is shown on the Timber Sale Map. If the trail is used, it must be maintained throughout the sale 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. Maintain a 20 foot wide slash, debris, and rut free zone daily using the snowmobile trail as the centerline. If the trail is used for hauling, it must be graded to the satisfaction of the Unit Manager or their representative prior to December 15th. All stumps within 20 feet of the snowmobile trail must be cut at ground level. In addition, any trees cut within 5 feet of the trail must have the stumps removed and be disposed of according to the direction of the Unit Manager or their representative.

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.

6 - Safety and Fire Prevention

6.2 - Signing

6.2.3 - Recreational trail posting (7/04)

The purchaser is responsible for posting and maintaining caution signs on the Brevort-Trout Lake Motorcycle trail prior to beginning operations. The trail must be posted 200 feet from the sale area to warn of logging activity and truck traffic at both ends of the trail. The purchaser must maintain the signs when actively harvesting, skidding or hauling in the sale area.

7 - Other Conditions

7.3 - Contract Modifications

7.3.1 - Emerald Ash Borer

7.3.1.1 - Emerald ash borer, no ash or firewood on sale (2/05)

There is no ash or "firewood" in this sale, but 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,

Sale Name: Blueberry Pine Rpp Sale Number: 45-110-08-01

violations and penalties, and special exemptions. The purchaser must comply with this quarantine. Contact the MDA for further information.

RIDGE EDGE PINE RPP (111-08-01)

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 | 375.50 MBF | \$ 142.00/MBF |
| PULPWOOD | | |
| RED PINE | 870.00 CORDS | \$ 25.75/CORD |

*The volumes are statistically estimated within plus (+) or minus (-) 12.12 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 \$5,300.00 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 | 33% |
| 2 | 28% |
| 3 | 39% |
4. If no cutting takes place, the 10% down payment will not be refunded.
5. Operations on the contract issued will terminate on December 30, 2010.



Michigan Department of Natural Resources – Forest, Mineral & Fire Management
TIMBER SALE MAP

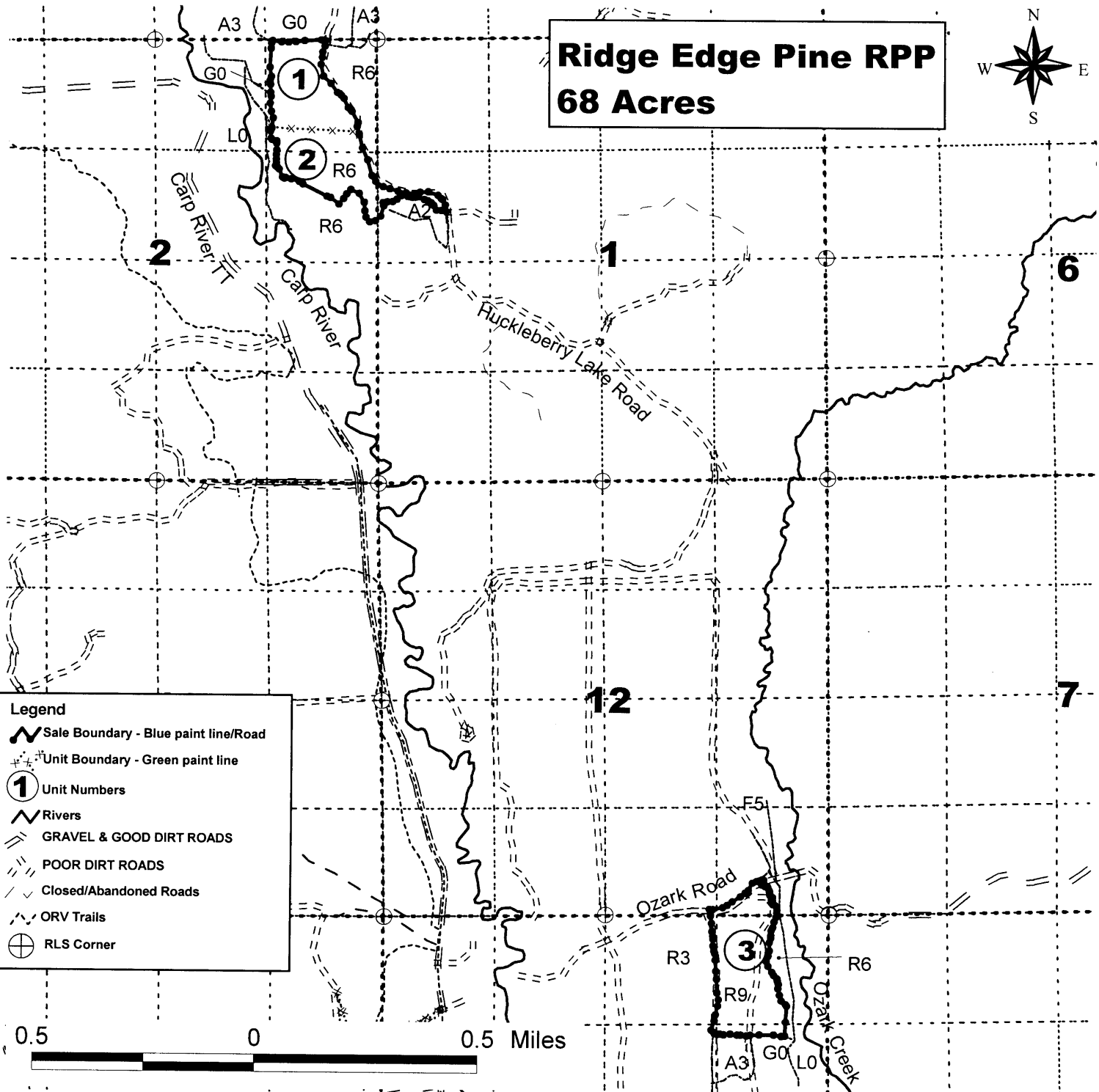
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| SALE NUMBER | YEAR |
| 45-111 | 08-01 |
| DATE | PAGE OF |
| 9/15/2008 | 1 1 |

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|------------------------|----------|--|-----------|
| FOREST MANAGEMENT UNIT | COUNTY | MAPPED BY | DATE |
| Sault - Naubinway | Mackinac | Rodock | 9/15/2008 |
| TOWNSHIP | RANGE | SECTION(S) AND SUBDIVISION(S) | PAGE OF |
| T43N | R06W | 1 - SWNW; 2 - E1/2NE; 12 - S1/2SE; and 13 - E1/2NE | 1 1 |

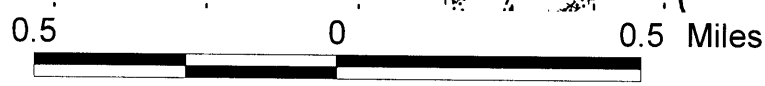
| Cover Type | | | | Density | |
|-------------------|--------------------|----------------------|------------------|-----------------------------|------------------------|
| A = Aspen | H = Hemlock | P = Lowland Poplar | V = Bog or Marsh | 0 = Non Stocked | 5 = Pole Timber Medium |
| B = Paper Birch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

Ridge Edge Pine RPP
68 Acres



Legend

- Sale Boundary - Blue paint line/Road
- Unit Boundary - Green paint line
- 1** Unit Numbers
- Rivers
- GRAVEL & GOOD DIRT ROADS
- POOR DIRT ROADS
- Closed/Abandoned Roads
- ORV Trails
- RLS Corner



Sale Specific Conditions & Requirements

Sale Name: Ridge Edge Pine Rpp Sale Number: 45-111-08-01

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 and green paint. Exterior sale boundary lines against state are marked with blue paint. Interior Payment Unit boundaries are marked with green paint. Green 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 (2/04)

Within Payment Unit(s) 1, 2 and 3, cut all trees that are four (4) inches or more in diameter measured at a point of four and one-half (4-1/2) feet above ground level regardless of merchantability.

2.2 - Utilization

2.2.2 - Chipping (5/07)

Payment Units 1, 2 and 3 must be chip harvested, to facilitate subsequent planting operations. The purchaser has the option to produce sawlogs or pulpwood bolts, but the remaining portion of the trees must be chipped and hauled to meet adequate site prep condition.

2.2.3 - Stump heights (4/07)

Stump heights within Payment Units 1, 2 and 3 shall not exceed 12 inches for trees greater than 10 inches DBH and 6 inches for trees smaller than 10 inches DBH. This is in order to facilitate planting operations.

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (7/05)

Payment unit(s) 1, 2 and 3 may be divided at the request of the purchaser and upon approval of the Unit Manager. Dividing payment units is a contract modification which requires a Timber Sale Contract Supplement.

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. In general, this will require constructing a four (4') foot high berm constructed of stumps and logs covered with earth. Contact the sale administrator for specific details of design and placement.

5 - Operations

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.

5.2.3 - Operating Restrictions

5.2.3.1 - Operating restrictions (3/07)

Within Payment Unit(s) 1, 2 and 3, unless changed by written agreement, cutting, skidding, and hauling are not permitted during the period of 12/15 to 04/15. This restriction is because of the Huckleberry Road Snowmobile Trail.

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.

5.4 - 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

Sale Name: Ridge Edge Pine Rpp Sale Number: 45-111-08-01

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.

7 - Other Conditions

7.3 - Contract Modifications

7.3.1 - Emerald Ash Borer

7.3.1.1 - Emerald ash borer, no ash or firewood on sale (2/05)

There is no ash or "firewood" in this sale, but 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.

WEINE'S HEINY HARDWOOD (122-08-01)

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 | | |
| SUG. MAPLE | 12.50 MBF | \$ 533.00/MBF |
| PULPWOOD | | |
| MIX HARDWD | 235.00 CORDS | \$ 16.80/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 | | |
| BASSWOOD | .10 MBF | \$ 134.00/MBF |
| BLK CHERRY | .10 MBF | \$ 288.00/MBF |
| PULPWOOD | | |
| BEECH | 29.00 CORDS | \$ 8.25/CORD |
| BALSAM FIR | 10.00 CORDS | \$ 9.80/CORD |
| MIX ASPEN | 10.00 CORDS | \$ 17.40/CORD |

*The volumes are statistically estimated within plus (+) or minus (-) 11.57 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 \$1,000.00 to insure faithful performance of the conditions of the contract, will be deposited by the successful bidder within 21 days of the sale award.
2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
3. Total payment 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 | 37% |
| 2 | 43% |
| 3 | 20% |
4. If no cutting takes place, the 10% down payment will not be refunded.
5. Operations on the contract issued will terminate on December 30, 2012.



TIMBER SALE MAP

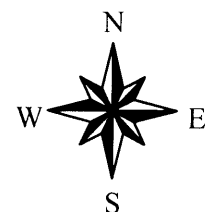
This information is provided by authority of Part 525 of Act 451, PA 1994, as amended.

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| SALE NUMBER | YEAR |
| 45-122 | 08 |
| DATE | PAGE OF |
| 9/30/2008 | 1 1 |

| | | | | | | |
|------------------------|-------|-------------------------------|------------|------------------------|------|-----------|
| FOREST MANAGEMENT UNIT | | COUNTY | MAPPED BY | RODOCK | DATE | 9/30/2008 |
| Sault - Naubinway | | Mackinac | CRUISED BY | CRIGIER, LUOTO, RODOCK | PAGE | 1 |
| TOWNSHIP | RANGE | SECTION(S) AND SUBDIVISION(S) | | Scale: 1" = 1/4 mile | | |
| 44N | 11W | 12 - N1/2SW, SESW, S1/2NW | | | | |

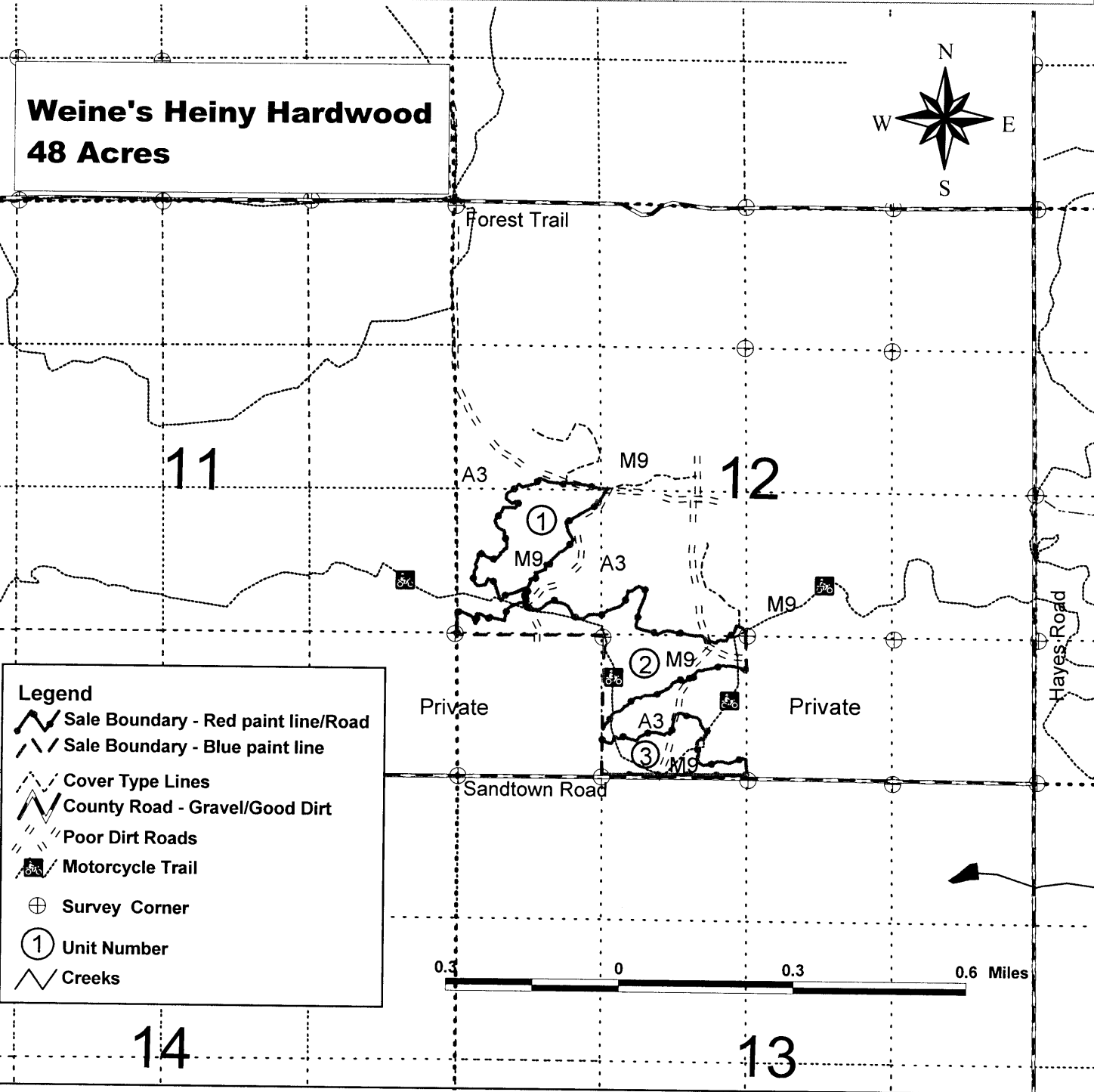
| Cover Type | | | | Density | |
|-------------------|--------------------|----------------------|------------------|-----------------------------|------------------------|
| A = Aspen | H = Hemlock | P = Lowland Poplar | V = Bog or Marsh | 0 = Non Stocked | 5 = Pole Timber Medium |
| B = Paper Birch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

Weine's Heiny Hardwood 48 Acres



Legend

- Sale Boundary - Red paint line/Road
- Sale Boundary - Blue paint line
- Cover Type Lines
- County Road - Gravel/Good Dirt
- Poor Dirt Roads
- Motorcycle Trail
- Survey Corner
- Unit Number
- Creeks



Sale Specific Conditions & Requirements

Sale Name: Weine's Heiny Hardwood Sale Number: 45-122-08-01

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 red and blue paint. Exterior sale boundary lines against state are marked with red paint. Exterior sale boundary lines against private lands are marked with blue paint.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1, 2, & 3, all trees are designated for cutting when marked with yellow paint above and below stump height, regardless of merchantability.

2.1.11 - Description of timber note (2/04)

Note that mixed hardwood pulpwood included maple, basswood, black cherry and ironwood.

2.2 - Utilization

2.2.4 - Skidding length (2/04)

Skidding of lengths over 17 feet is not permissible unless approved by the Unit Manager or their representative.

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 the placement of berms, stumps, slash and brush along 30 feet of the new road system. These roads must be rendered impassable to cars and trucks. Contact the sale administrator for specific details of design and placement.

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. to determine landing and road locations. The Unit Manager or their representative must be contacted at least 2 days in advance to schedule the conference.

5.2 - Conduct of Operations

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.

5.2.4 - 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.

5.2.12 - Bark slippage restriction (3/07)

Within Payment Unit(s) 1, 2 & 3, cutting and skidding are not permitted during the period of May 1st to June 30th This restriction is because of bark slippage.

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

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

5.2.39 - ORV trail protection (9/07)

The Sandtown Motorcycle Trail is an ORV trail and is shown on the Timber Sale Map. Do not cut trees or damage posts with orange ORV markers unless trees are marked with yellow paint. Maintain a 20 foot wide slash, debris, and rut free zone daily using the ORV trail as the centerline. Do not run equipment down the ORV trail.

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.

6 - Safety and Fire Prevention

6.2 - Signing

6.2.3 - Recreational trail posting (9/08)

The purchaser is responsible for posting and maintaining caution signs on the Sandtown Motorcycle trail prior to beginning operations. The trail must be posted 200 feet from the sale area to warn of logging activity and truck traffic at both ends of the trail. The purchaser must maintain the signs during the trail use season of April 1 to December 15. The Purchaser will provide these signs for use on State-owned land.

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.

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.

TIMBER SALE / SEALED BID
STATE OF MICHIGAN / DNR

SAULT STE. MARIE MANAGEMENT UN
NAUBINWAY OFFICE

BLUEBERRY PINE RPP (110-08-01)

T43N, R06W, SEC. 11, E1/2NE.

T43N, R06W, SEC. 13, W1/2NW, W1/2SW, SESW.

T43N, R06W, SEC. 14, NE1/4.

MACKINAC COUNTY

In response to the notice of sale to be held 3:30 p.m. on July 16, 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.

| <u>SPECIES</u> | <u>APPRAISED PRICE</u> | <u>BID PRICE</u> | <u>ESTIMATED VOLUME* = VALUE</u> |
|----------------|------------------------|------------------|----------------------------------|
| SAWLOGS | | | |
| RED PINE | \$ 142.00/MBF | \$ _____ X | 1717.70 MBF = \$ _____ |
| PULPWOOD | | | |
| RED PINE | \$ 25.75/CORD | \$ _____ X | 1797.00 CORDS = \$ _____ |
| | | | TOTAL BID VALUE \$ _____ |

*These volumes are statistically estimated within plus (+) or minus (-) 6.78%. 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

**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.*

Sale or Permit No

Year:

Type:

Forest Area:

VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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

TIMBER SALE / SEALED BID
STATE OF MICHIGAN / DNR

SAULT STE. MARIE MANAGEMENT UN
NAUBINWAY OFFICE

RIDGE EDGE PINE RPP (111-08-01)

T43N, R06W, SEC. 01, SWNW.
T43N, R06W, SEC. 02, E1/2NE.
T43N, R06W, SEC. 12, S1/2SE.
T43N, R06W, SEC. 13, E1/2NE.
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|----------------|------------------------|------------------|----------------------------------|
| SAWLOGS | | | |
| RED PINE | \$ 142.00/MBF | \$ _____ X | 375.50 MBF = \$ _____ |
| PULPWOOD | | | |
| RED PINE | \$ 25.75/CORD | \$ _____ X | 870.00 CORDS = \$ _____ |
| | | | TOTAL BID VALUE \$ _____ |

*These volumes are statistically estimated within plus (+) or minus (-) 12.12%. 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.

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(bidder's printed name)

(bidder's signature)

Address/Telephone _____

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WITHIN 21 DAYS OF SALE AWARD



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

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VERIFICATION OF WORKER'S DISABILITY
COMPENSATION ACT COMPLIANCE**

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_____ 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

TIMBER SALE / SEALED BID
STATE OF MICHIGAN / DNR

SAULT STE. MARIE MANAGEMENT UN
NAUBINWAY OFFICE

WEINE'S HEINY HARDWOOD (122-08-01)
T44N, R11W, SEC. 12, N1/2SW, SESW, S1/2NW.
MACKINAC COUNTY

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|----------------|------------------------|------------------|--------------------------|----------------|
| SAWLOGS | | | | |
| SUG. MAPLE | \$ 533.00/MBF | \$ _____ X | 12.50 MBF | = \$ _____ |
| PULPWOOD | | | | |
| MIX HARDWD | \$ 16.80/CORD | \$ _____ X | 235.00 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> |
|----------------|------------------------|--------------------------|--------------|
| SAWLOGS | | | |
| BASSWOOD | \$ 134.00/MBF | .10 MBF | = \$ 13.40 |
| BLK CHERRY | \$ 288.00/MBF | .10 MBF | = \$ 28.80 |
| PULPWOOD | | | |
| BEECH | \$ 8.25/CORD | 29.00 CORDS | = \$ 239.25 |
| BALSAM FIR | \$ 9.80/CORD | 10.00 CORDS | = \$ 98.00 |
| MIX ASPEN | \$ 17.40/CORD | 10.00 CORDS | = \$ 174.00 |
| | | SUBTOTAL 2 | \$ 553.45 |

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

*These volumes are statistically estimated within plus (+) or minus (-) 11.57%. 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.

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| | | | |
|------------------|-------|-------------------------------------|--|
| 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