

#### DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

## TIMBER SALE PROSPECTUS #4576

#### <u>SCHEDULED SALE DATE AND TIME:</u> 3:00 p.m. (local time) on April 9, 2012. <u>LOCATION:</u> KALKASKA FIELD OFFICE, 2089 N BIRCH ST, KALKASKA, MI 49646.

PROSPECTUS NOTE: The bidder is advised to inspect the sale area and review the location, estimated volumes, operating costs and contract terms of proposed sales. Please be aware that some landowners may request 60 days or more notice for access across their land.

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

<u>CHARLIES HARDWOODS</u> (61-021-11-01) / T26N, R08W, SEC. 19, NE1/4, N1/2SE,SWSE. T26N, R08W, SEC. 20, N1/2SW,SWNW,N1/2NW. Kalkaska County, Advertised Price \$41,802.10, 159.0 Acres

SALE NOTE: No designated recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Access may be through state forest land.

LARSON RED PINE THIN (61-034-11-01) / T26N, R08W, SEC. 19, W1/2SW, W1/2NW. Kalkaska County, Advertised Price \$27,007.90, 56.0 Acres

SALE NOTE: No designated recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Access may be through state forest land.

MIDDLE OF THE ROAD MIX (61-050-11-01) / T27N, R08W, SEC. 24, SW1/4, NWSE, SWSE, SENW, NENW.

Kalkaska County, Advertised Price \$26,302.00, 147.0 Acres

SALE NOTE: A recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Certain restrictions/specifications may be applicable including time restrictions. Access may be through state forest land.

<u>GRAND KAL HARDWOOD</u> (61-052-11-01) / T26N, R08W, SEC. 19, W1/2NW. Kalkaska County, Advertised Price \$4,261.90, 19.0 Acres

SALE NOTE: No designated recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Access may be through state forest land.

## BID INSTRUCTIONS (VER. 02/13/2012):

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

Bids must be received by the Unit Manager, KALKASKA OFFICE, 2089 N BIRCH ST, KALKASKA, MI 49646, no later than 3:00 p.m. (local time) on April 9, 2012. For further information concerning this sale, contact Dave Lemmien at 231-922-5280.

## 2. Bidder's Qualifications (2/12)

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

## 3. Preparation of Sealed Bids (1/11)

Bids shall be manually signed in ink; bid prices must be entered for each species and product in the Bid Price column for all material subject to bidding; and all fill-in blanks must be completed. If erasures or other changes appear on the forms, each erasure or change must be initialed by the person signing the bid.

## 4. Submission of Sealed Bids (6/11)

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

#### 5. Public Opening of Sealed Bids (1/11)

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

#### 6. Award of Contract (1/11)

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

#### 7. Down Payment (1/11)

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

#### 8. Performance Security (1/11)

As guarantee of faithful performance, a cash bond, certificate of deposit, surety bond or irrevocable letter of credit (LOC) is required within 21 days of the sale award. The amount of the performance security is shown in the Bond and Payment Schedule of this prospectus. If an LOC or surety is used, the coverage must extend for at least 6 months beyond the contract expiration.

#### 9. Timber Sale Contract (1/11)

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 (1/11)

Before submitting this bid, the Bidder is advised and cautioned to inspect the sale area, review the requirements of the sale contract, and take other steps as may be reasonably necessary to ascertain the location, estimated volumes, construction estimates, and operating costs of the proposed sale. Failure to do so will not relieve the Bidder from responsibility for completing the contract.

The Bidder warrants that this bid is submitted solely on the basis of the Bidder's examination and inspection of the quality and quantity of the timber offered for sale and the Bidder's opinion of the value thereof and the costs of recovery. No reliance should be placed on the State of Michigan's estimates of timber quality, quantity or costs of recovery. Bidder further acknowledges that the State of Michigan: (i) expressly disclaims any warranty of fitness of timber for any purpose; (ii) offers this timber as is without any warranty of quality (merchantability) or quantity and (iii) expressly disclaims any warranty as to the quantity or quality of timber sold.

#### 11. Certification and Chain-of-Custody (10/11)

Unless otherwise indicated in the contract under section 7 – Other Conditions of the Sale Specific Conditions & Requirements, the area encompassed by this timber sale is certified to the standards of the Forest Stewardship Council (FSC) - Certificate #SCS-FM/COC-00090N and the Sustainable Forestry Initiative (SFI) - Certificate # NSF-SFIS-5Y031-S1. Forest products from this sale may be delivered to the mill as "FSC Pure 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.

RODNEY STOKES Director

## TIMBER SALE INFORMATION

### CHARLIES HARDWOODS (61-021-11-01)

T26N, R08W, SEC. 19; T26N, R08W, SEC. 20.

Kalkaska County (Advertised Price \$41,802.10)

SALE NOTE: No designated recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Access may be through state forest land.

A timber sale contract for this lump sum, sealed bid timber sale will be awarded to the responsible bidder offering the highest sealed bid price. Bids must be at or above the following advertised price for each species:

PRODUCTS & SPECIES	ESTIMATED UNITS*	<u>ADV</u>	ERTISED PRICE
Sawlogs			
Sugar Maple	103.00 MBF	\$	227.00 / MBF
Pulpwood			
Mixed Aspen	149.00 Cords	\$	14.10 / Cord
Mixed Hardwood	906.00 Cords	\$	10.45 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$6,852.50:

PRODUCTS & SPECIES	ESTIMATED UNITS*	<u>ADV</u>	ERTISED PRICE
Sawlogs			
Basswood	14.00 MBF	\$	135.00 / MBF
Beech	29.10 MBF	\$	55.00 / MBF
Black Cherry	1.70 MBF	\$	48.00 / MBF
Mixed Aspen	43.00 MBF	\$	39.00 / MBF
Red Maple	16.90 MBF	\$	86.00 / MBF
White Ash	3.00 MBF	\$	50.00 / MBF

\* The total volume is statistically estimated within plus (+) or minus (-) 17.43 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

#### BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of **\$2,300.00** 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 must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.

(c) Payment for each of the following units must be made before cutting begins in that unit: PAYMENT UNIT NUMBER PERCENT OF TOTAL SALE VALUE

01	30%
02	32%
03	33%
04	5%

4. If no cutting takes place, the 10% down payment will not be refunded.

5. Operations on the contract issued will terminate on 06/30/2015.

#### Sale Specific Conditions & Requirements

#### Sale Name: Charlies Hardwoods Sale Number: 61-021-11-01

#### 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 blue, red and yellow 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 yellow paint. Do not cut boundary trees.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1, 2, 3 and 4, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. In addition cut all aspen.

#### 2.2 - Utilization

#### 2.2.4 - Skidding length (2/11)

Skidding of unlimbed tops or lengths over 17 feet is not permissible unless approved by the Unit Manager or his/her representative.

#### 3 - Payments

#### 3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (12/08)

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

4.1.6 - 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.

#### 4.1.12 - No new roads (6/10)

No new roads will be permitted . All operations are limited to existing roads. Skid trails only will be allowed.

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

#### 5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.8 - Slash height (12/08)

No slash or tree tops may exceed 24 inches in height.

#### 5.2.3 - Operating Restrictions

5.2.3.3 - Bark slippage restriction (3/09)

Within Payment Unit(s) 1, 2, 3 and 4, unless changed by written agreement, 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.

#### 5.4 - Soil Protection

#### 5.4.6 - Wet area protection (5/10)

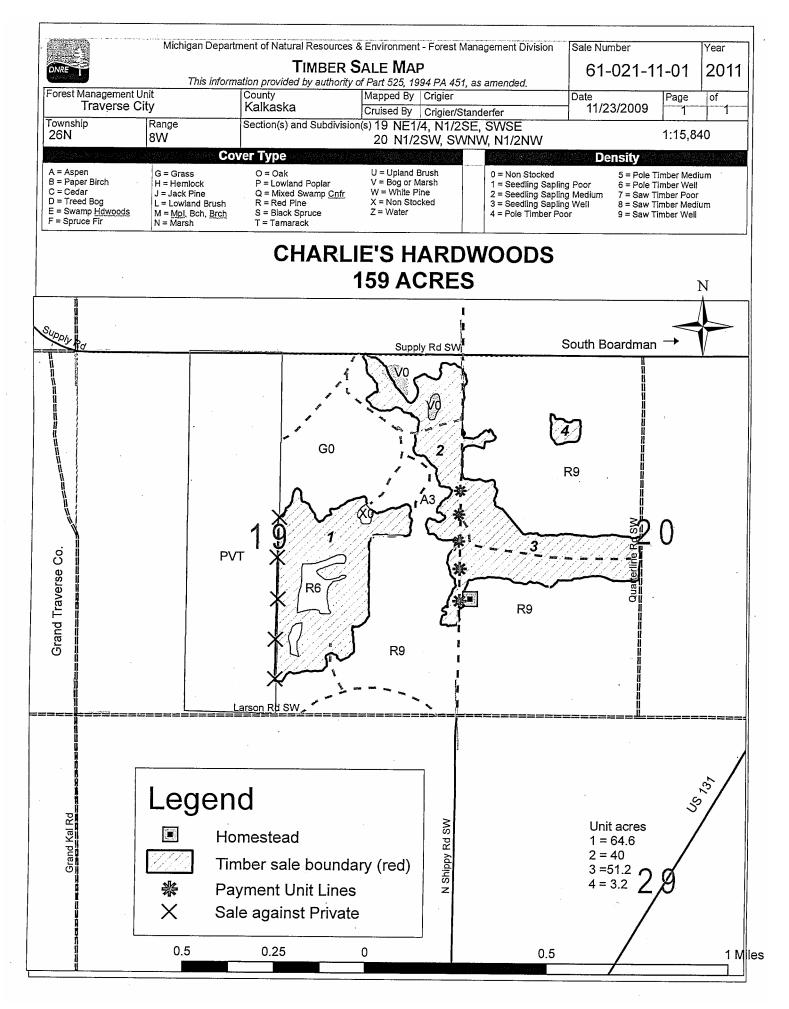
No harvesting operations, including skidding and felling, are to take place within the vernal pond areas or drainages. When harvesting occurs, there should be no disturbance to the vernal pond depression. All equipment, trees and tops should be kept out of this area. Within 100 feet of the pond, equipment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

#### **6 - Safety and Fire Prevention**

#### 6.2 - Signing

#### 6.2.1 - Road posting (9/09)

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



## TIMBER SALE INFORMATION

#### LARSON RED PINE THIN (61-034-11-01)

#### T26N, R08W, SEC. 19.

#### Kalkaska County (Advertised Price \$27,007.90)

SALE NOTE: No designated recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Access may be through state forest land.

A timber sale contract for this lump sum, sealed bid timber sale will be awarded to the responsible bidder offering the highest sealed bid price. Bids must be at or above the following advertised price for each species:

PRODUCTS & SPECIES	ESTIMATED UNITS*	<u>AD</u>	/ERTISED PRICE
Sawlogs			
Red Pine	65.50 MBF	\$	123.00 / MBF
Pulpwood			
Red Pine	448.00 Cords	\$	42.00 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$135.40:

PRODUCTS & SPECIES	ESTIMATED UNITS*	<u>ADV</u>	ERTISED PRICE
Sawlogs White Pine	2.60 MBF	\$	41.00 / MBF
Pulpwood White Pine	6.00 Cords	\$	4.80 / Cord

\* The total volume is statistically estimated within plus (+) or minus (-) 7.35 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

#### BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of **\$1,350.00** to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
  - (c) Payment for each of the following units must be made before cutting begins in that unit:

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PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
01	37%
02	26%
03	37%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2014.

#### Sale Specific Conditions & Requirements

#### Sale Name: Larson Red Pine Thin Sale Number: 61-034-11-01

#### 2 - Timber Specifications

2.1 - Included Timber

2.1.4 - Species designation unit(s) (12/08)Within Payment Unit(s) 1, 2 and 3, every forth red and white pine tree is designated for cutting.

#### 3 - Payments

#### 3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (12/08)

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. 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.

#### 5 - Operations

5.7 - Protection of Historical Sites

5.7.1 - Historical sites (2/04)

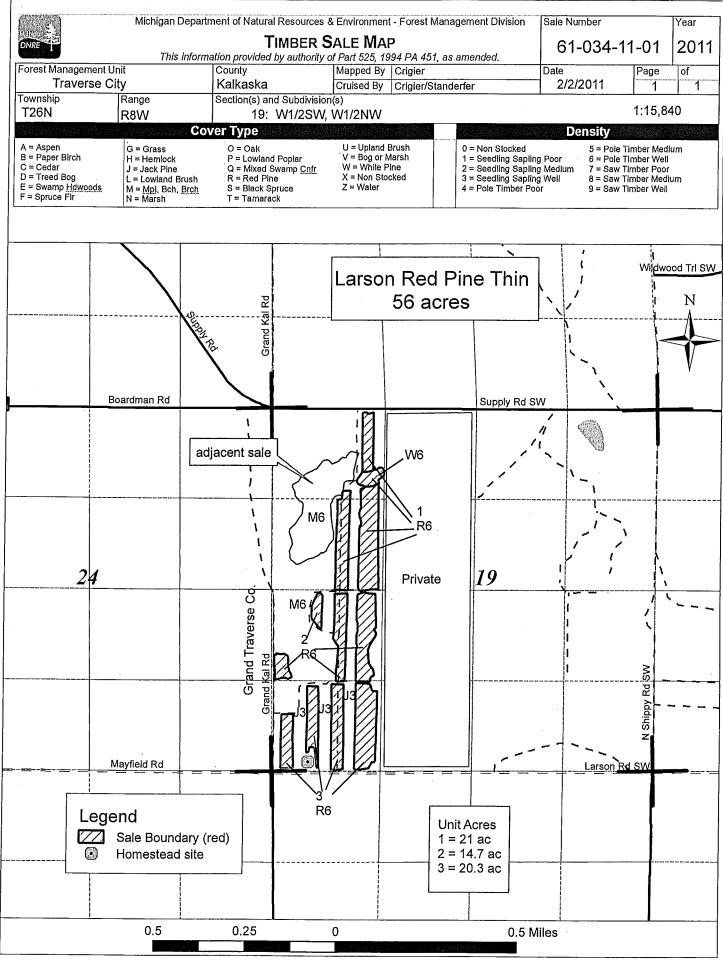
The Purchaser shall not cut live or dead trees or operate equipment within historical sites. Historical sites are designated on the sale map (homestead site). The Purchaser shall protect historical sites from damage by the Purchaser's operations. If Purchaser's operations have cut or damaged historical sites through carelessness, the Purchaser shall pay \$300 as fixed, agreed and liquidated damages for each acre or part thereof cut or damaged.

#### 6 - Safety and Fire Prevention

6.2 - Signing

6.2.1 - Road posting (9/09)

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



## TIMBER SALE INFORMATION

#### MIDDLE OF THE ROAD MIX (61-050-11-01)

T27N, R08W, SEC. 24.

#### Kalkaska County (Advertised Price \$26,302.00)

SALE NOTE: A recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Certain restrictions/specifications may be applicable including time restrictions. Access may be through state forest land.

A timber sale contract for this lump sum, sealed bid timber sale will be awarded to the responsible bidder offering the highest sealed bid price. Bids must be at or above the following advertised price for each species:

ESTIMATED UNITS*	<u>ADV</u>	ERTISED PRICE
1,139.00 Cords	\$	19.20 / Cord
61.00 Cords	\$	21.25 / Cord
106.00 Cords	\$	14.15 / Cord
29.00 Cords	\$	56.45 / Cord
	1,139.00 Cords 61.00 Cords 106.00 Cords	1,139.00 Cords \$ 61.00 Cords \$ 106.00 Cords \$

\* The total volume is statistically estimated within plus (+) or minus (-) 9.37 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

#### BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of **\$1,300.00** 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 must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
  - (c) Payment for each of the following units must be made before cutting begins in that unit:

PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
01	14%
02	32%
03	28%
04	26%
05	-%

4. If no cutting takes place, the 10% down payment will not be refunded.

5. Operations on the contract issued will terminate on 06/30/2015.

#### Sale Specific Conditions & Requirements

#### Sale Name: Middle Of The Road Mix

## Sale Number: 61-050-11-01

#### 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 yellow paint. Do not cut painted boundary line trees.

#### 2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1A, all red pine trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

#### 2.1.4 - Species designation unit(s) (12/08)

Within Payment Unit(s) 3, all jack pine, aspen, and red maple trees which meet minimum piece specifications in 2.2 Utilization are designated for cutting regardless of merchantability. Within Payment Unit 4, all jack pine trees which meet minimum piece specifications in 2.2 Utilization are designated for cutting regardless of merchantability.

#### 2.1.7 - Leave tree marked unit(s) (10/09)

Within Payment Unit(s) 1B 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. Do not cut any oak or white pine in Payment Unit 2.

#### 2.1.11 - Description of timber note (2/04)

Note that Red Pine Pulpwood contains approximately 3 MBF of red pine sawlogs and Mixed Hardwood Pulpwood contains approximately 3 MBF of red maple sawlogs.

#### 2.2 - Utilization

2.2.3 - Stump heights (4/07)

Stump heights within Payment Unit(s) 2 and 4 shall not exceed 12 inches for trees greater than 10 inches DBH and 4 inches for trees smaller than 10 inches DBH. This is in order to facilitate possible planting operations.

#### 4 - Transportation

#### 4.1 - Construction

4.1.12 - No new roads (6/10)

No new roads will be permitted in any Payment Unit. All operations are limited to existing roads. Skid trails only will be allowed.

#### 4.3 - Public Right-of-Way

#### 4.3.2 - County R-O-W (12/06)

The county must be contacted prior to crossing or harvesting in the county road R-O-W. This applies to Payment Unit 1B (Island Lake Rd), Payment Unit 2 (Smith Lake Rd), and Payment Units 3 and 4 (S River Rd).

#### 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 3 days in advance to schedule the conference.

#### 5.1.3 - Well heads and natural gas pipelines (7/07)

The Purchaser is responsible for contacting the pipeline companies prior to operating equipment in the vicinity of well heads or natural gas pipelines. Contact for the petroleum pipeline is Markwest - Michigan at (800) 482-7171 and contact for the

carbon dioxide pipeline is Merit Energy at (877) 258-3219.

#### 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.

5.2.1.9 - No Slash:pipe/powerline, oil/gas sites (2/04)

All pipelines, power lines, oil or gas storage sites and related access roads are to remain free of slash at all times.

#### 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

#### 5.2.3.4 - Oak wilt restriction (6/10)

Within Payment Unit(s) 1B, 2, 3, and 4, unless changed by written agreement, cutting, skidding, and hauling are not permitted during the period of April 15 to July 15. This is necessary to reduce the spread of oak wilt. For more information, contact the Unit Manager or his/her representative.

#### 5.2.37 - No decking areas (12/08)

No decking is allowed within 50 feet of county roads: Island Lake Rd, Smith Lake Rd, and S River Rd.

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/route protection (1/09)

The Grand Traverse to Leetsville Trail is an ORV trail and is shown on the Timber Sale Map. Do not cut trees or damage posts with orange ORV markers. 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 (8/09)

The Grand Traverse to Leetsville Trail (#55) is a snowmobile trail and is shown on the Timber Sale Map. Do not cut or damage posts with orange trail markers or traffic control signs. If the trail is used, it must be maintained and restored to a condition equal to or better than before the sale. The snowmobile trail may not be used for any timber sale operations from December 1 to March 31. In addition, all stumps within 20 feet of the snowmobile trail must be cut at ground level.

#### 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.

#### 6 - Safety and Fire Prevention

#### 6.2 - Signing

#### 6.2.1 - Road posting (9/09)

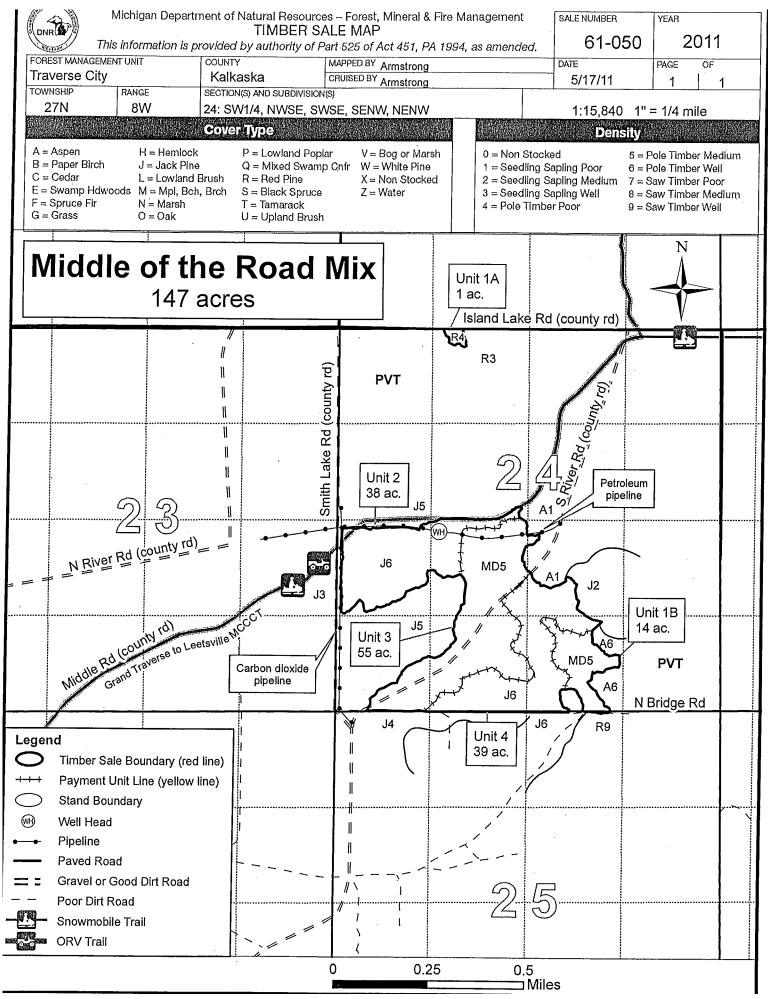
The purchaser is responsible for posting and maintaining caution signs on Island Lake Road and S River Road prior to beginning operations. The road must be posted 200 feet from both ends of the sale area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

#### 6.2.2 - Snowmobile trail posting (8/09)

The Purchaser is responsible for posting and maintaining caution signs on the Grand Traverse to Leetsville snowmobile trail (#55) prior to beginning operations during the snowmobile season (approximately December 1 to March 31). The trail must be posted 200 feet from both ends of the sale area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

### 6.2.3 - Recreational trail posting (2/10)

The Purchaser is responsible for posting and maintaining caution signs on the Grand Traverse to Leetsville motorcycle/ORV trail prior to beginning operations. The trail must be posted 200 feet from both ends of the sale area to warn of logging activity and truck traffic at both ends of the trail. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.



## TIMBER SALE INFORMATION

#### GRAND KAL HARDWOOD (61-052-11-01)

T26N, R08W, SEC. 19.

#### Kalkaska County (Advertised Price \$4,261.90)

SALE NOTE: No designated recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Access may be through state forest land.

A timber sale contract for this lump sum, sealed bid timber sale will be awarded to the responsible bidder offering the highest sealed bid price. Bids must be at or above the following advertised price for each species:

PRODUCTS & SPECIES	ESTIMATED UNITS*	AD\	/ERTISED PRICE
Sawlogs			
Beech	5.50 MBF	\$	55.00 / MBF
Red Maple	3.90 MBF	\$	85.00 / MBF
Sugar Maple	8.20 MBF	\$	225.00 / MBF
Pulpwood			
Mixed Hardwood	152.00 Cords	\$	10.20 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$232.50:

PRODUCTS & SPECIES	ESTIMATED UNITS*	<u>AD∖</u>	/ERTISED PRICE
Sawlogs			
Basswood	0.90 MBF	\$	116.00 / MBF
Black Cherry	0.10 MBF	\$	48.00 / MBF
White Ash	0.70 MBF	\$	54.00 / MBF
Pulpwood			
Mixed Aspen	6.00 Cords	\$	14.25 / Cord

\* The total volume is statistically estimated within plus (+) or minus (-) 18.56 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

#### BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of **\$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 must be paid in advance or according to the following schedule:
- (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.(b) The remainder is due before cutting begins.
- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2014.

#### Sale Specific Conditions & Requirements

#### Sale Name: Grand Kal Hardwood Sale Number: 61-052-11-01

#### 1 - Sale Area

#### 1.2 - Boundaries

1.2.1 - Painted boundaries (12/08)

The sale boundary is marked and identified by red paint. Exterior sale boundary lines against state are marked with red 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) (12/08)

Within Payment Unit(s) 1, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. In addition cut all aspen.

#### 2.2 - Utilization

#### 2.2.4 - Skidding length (2/11)

Skidding of unlimbed tops or lengths over 17 feet is not permissible unless approved by the Unit Manager or his/her representative.

#### 4 - Transportation

#### 4.1 - Construction

4.1.6 - Road construction (1/09)

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.

4.1.12 - No new roads (6/10)

No new roads will be permitted in any Payment Unit. All operations are limited to existing roads.

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

#### 5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.8 - Slash height (12/08) No slash or tree tops may exceed 24 inches in height.

5.2.3 - Operating Restrictions

5.2.3.3 - Bark slippage restriction (3/09)

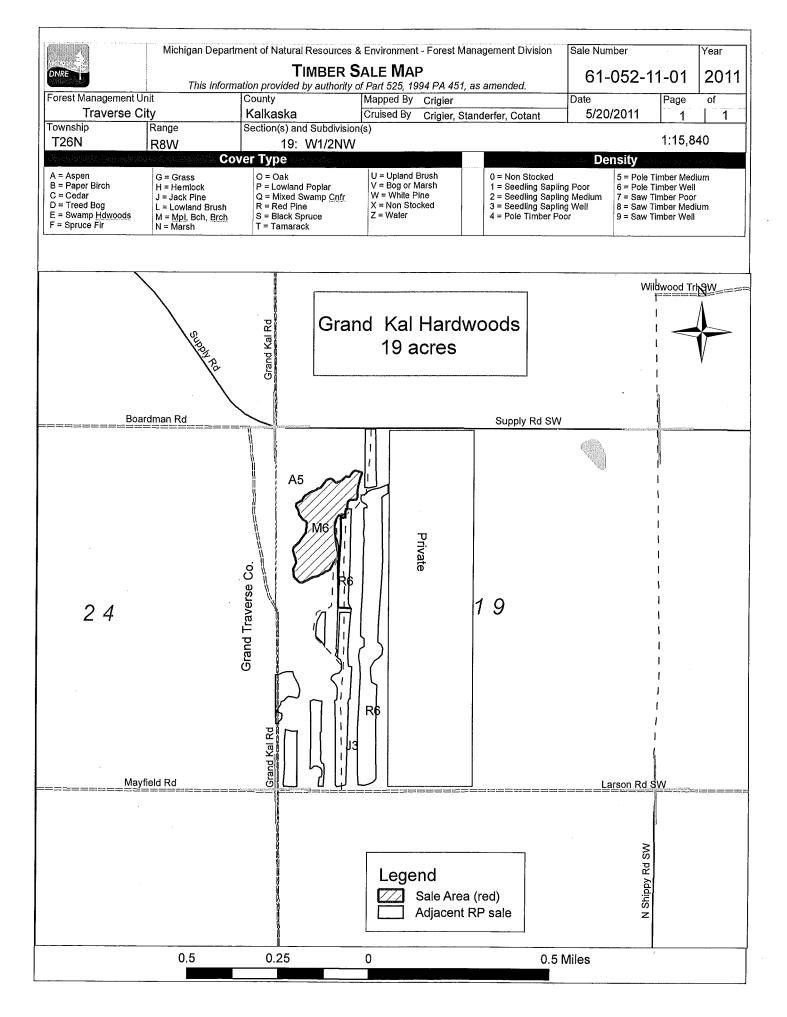
Within Payment Unit(s) 1, unless changed by written agreement, cutting and skidding are not permitted during the period of May 1st to June 30th. This restriction is because of bark slippage.

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

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

#### Section Name: Sale Specific

#### Current as of 2/3/2012 5:14:39PM



#### **BID FORM**

#### CHARLIES HARDWOODS (61-021-11-01)

#### T26N, R08W, SEC. 19; T26N, R08W, SEC. 20, Kalkaska County

In response to the notice of sale to be held 3:00 p.m. (local time) on April 9, 2012, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES Sawlogs	ESTIMATED UNITS*	ADVERTISED PRICE	
Sugar Maple	103.00 MBF	\$ 227.00 / MBF	\$ / MBF
Pulpwood Mixed Aspen	149.00 Cords	\$ 14.10 / Cord	\$ / Cord
Mixed Hardwood	906.00 Cords	\$ 10.45 / Cord	\$ / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$6,852.50 :

PRODUCTS & SPECIES	<u>ESTIMATEI</u>	<u> UNITS*</u>	ADV	<u>'ERTISED PRICE</u>
Sawlogs				
Basswood	14.00	MBF	\$	135.00 / MBF
Beech	29.10	MBF	\$	55.00 / MBF
Black Cherry	1.70	MBF	\$	48.00 / MBF
Mixed Aspen	43.00	MBF	\$	39.00 / MBF
Red Maple	16.90	MBF	\$	86.00 / MBF
White Ash	3.00	MBF	\$	50.00 / MBF

\* The total volume is statistically estimated within plus (+) or minus (-) 17.43 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

I understand that any or all bids may be rejected. All bids must be signed and all bid items must be bid or the bid form may be rejected. I also understand that consideration and awarding a contract will be based upon my past performance and ability to complete the contract based upon equipment and staffing subject to my control.

FEDERAL ID:	or SOCIAL SECU	JRITY NUMBER:	·
Company or individual bidding:			-
Company representative's name:			
Address:			_
City:	State:	Zip:	_

IF AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.

Individual or company representative's signature:

Phone number : \_\_\_\_\_ Email (optional): \_\_\_\_\_

Date:\_\_\_\_\_

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Michigan Department of Natural Resources & Environment Forest Management Division

# TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

As required by Act 317, P.A. 1969 (Worker's Compensation) and Part 525 of Act 451 of 1994, as amended.

#### 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 <u>one</u> of the boxes below):
  - A. Sole Proprietorship (individual)
  - B. D 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-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0").

Full-time Employees

Part-time Employees

Name of Business		Federal ID (or) Social Security No.		
Address		Telephone ( )		
City	State	ZIP		
I hereby certify that the above information is		I agree to notify the Michigan DNRE of any changes that		

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

Signature of Owner or Authorized Representative

Title

Date

# FOR DEPARTMENT USE ONLY

Sale Number (XX – XXX – XX – XX)

Forest Management Unit:

#### **BID FORM**

## LARSON RED PINE THIN (61-034-11-01)

T26N, R08W, SEC. 19, Kalkaska County

In response to the notice of sale to be held 3:00 p.m. (local time) on April 9, 2012, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	ESTIMATED UNITS*	ADVERTISED PRICE	
Sawlogs			
Red Pine	65.50 MBF	\$ 123.00 / MBF	\$ / MBF
Pulpwood			
Red Pine	448.00 Cords	\$ 42.00 / Cord	\$ / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$135.40 :

PRODUCTS & SPECIES	ESTIMATED UNITS*	ADVERTISED PRI	
Sawlogs			
White Pine	2.60 MBF	\$	41.00 / MBF
Pulpwood			
White Pine	6.00 Cords	\$	4.80 / Cord

\* The total volume is statistically estimated within plus (+) or minus (-) 7.35 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

I understand that any or all bids may be rejected. All bids must be signed and all bid items must be bid or the bid form may be rejected. I also understand that consideration and awarding a contract will be based upon my past performance and ability to complete the contract based upon equipment and staffing subject to my control.

FEDERAL ID:	or SOCIAL SECU	IRITY NUMBER:	
Company or individual bidding:			-
Company representative's name:			
Address:			_
City:	State:	Zip:	_

IF AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.

Individual or company representative's signature:	Date:	
Phone number :	Email (optional):	



Michigan Department of Natural Resources & Environment Forest Management Division

# TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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- 2. You must check one of the boxes below:
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  - 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-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0").

Full-time Employees

Part-time Employees

Name of Business		Federal ID (or) Social Security No.		
Address		Telephone ( )		
City	State	ZIP		
I hereby certify that the above information is	s true and correct.	I agree to notify the Michigan DNRE of any changes that		

I hereby certify that the above information is true and correct. I agree to notify the Michigan DNRE of any changes that occur in factors affecting my coverage during any of my present and future operations.

Signature of Owner or Authorized Representative

Title

Date

## Sale Number (XX – XXX – XX – XX)

FOR DEPARTMENT USE ONLY

Forest Management Unit:

#### **BID FORM**

Date:

#### MIDDLE OF THE ROAD MIX (61-050-11-01) T27N, R08W, SEC. 24, Kalkaska County

In response to the notice of sale to be held 3:00 p.m. (local time) on April 9, 2012, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	ESTIMATED UN	<u>NITS*</u> <u>AD</u>	VERTISED PRICE	
Pulpwood				
Jack Pine	1,139.00 Co	rds \$	19.20 / Cord	\$ / Cord
Mixed Aspen	61.00 Co	rds \$	21.25 / Cord	\$ / Cord
Mixed Hardwood	106.00 Co	rds \$	14.15 / Cord	\$ / Cord
Red Pine	29.00 Co	rds \$	56.45 / Cord	\$ / Cord

\* The total volume is statistically estimated within plus (+) or minus (-) 9.37 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

I understand that any or all bids may be rejected. All bids must be signed and all bid items must be bid or the bid form may be rejected. I also understand that consideration and awarding a contract will be based upon my past performance and ability to complete the contract based upon equipment and staffing subject to my control.

FEDERAL ID:	or SOCIAL SECURITY NUMBER:	
Company or individual bidding:		
Company representative's name:		
Address:		
City:	State: Zip:	

IF AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.

Individual or company representative's signature:

Phone number :\_\_\_\_\_ Email (optional):\_\_\_\_\_



Michigan Department of Natural Resources & Environment Forest Management Division

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  - 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-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0").

Full-time Employees

Part-time Employees

Name of Business		Federal ID (or) Social Security No.	
Address		Telephone ( )	
City	State	ZIP	
I hereby certify that the above information is	s true and correct.	I agree to notify the Michigan DNRE of any changes that	

I hereby certify that the above information is true and correct. I agree to notify the Michigan DNRE of any changes that occur in factors affecting my coverage during any of my present and future operations.

Signature of Owner or Authorized Representative

Title

Date

# FOR DEPARTMENT USE ONLY

Sale Number (XX – XXX – XX – XX)

Forest Management Unit:

#### **BID FORM**

Date:

#### GRAND KAL HARDWOOD (61-052-11-01) T26N, R08W, SEC. 19, Kalkaska County

In response to the notice of sale to be held 3:00 p.m. (local time) on April 9, 2012, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	ESTIMATED UNI	<u>TS*</u> <u>AD</u>	VERTISED PRICE		
Sawlogs					
Beech	5.50 MBF	\$	55.00 / MBF	\$	/ MBF
Red Maple	3.90 MBF	\$	85.00 / MBF	\$	/ MBF
Sugar Maple	8.20 MBF	\$	225.00 / MBF	\$	/ MBF
Pulpwood					
Mixed Hardwood	152.00 Cord	s \$	10.20 / Cord	\$	/ Cord
In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$232.50 :					

PRODUCTS & SPECIES	ESTIMATED UNITS* ADVERTIS		VERTISED PRICE
Sawlogs			
Basswood	0.90 MBF	\$	116.00 / MBF
Black Cherry	0.10 MBF	\$	48.00 / MBF
White Ash	0.70 MBF	\$	54.00 / MBF
Pulpwood			
Mixed Aspen	6.00 Cords	\$	14.25 / Cord

\* The total volume is statistically estimated within plus (+) or minus (-) 18.56 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

I understand that any or all bids may be rejected. All bids must be signed and all bid items must be bid or the bid form may be rejected. I also understand that consideration and awarding a contract will be based upon my past performance and ability to complete the contract based upon equipment and staffing subject to my control.

FEDERAL ID:				
Company or individual bidding:				
Company representative's name:				
Address:			_	
City:	State:	Zip:	_	

IF AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.

Individual or company representative's signature:

Phone number :\_\_\_\_\_ Email (optional):\_\_\_\_\_

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Michigan Department of Natural Resources & Environment Forest Management Division

# TIMBER SALE 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 ( )		
City	State	ZIP		
I hereby certify that the above information is true and correct. I agree to notify the Michigan DNRE of any changes that occur in factors affecting my coverage during any of my present and future operations.				

Signature of Owner or Authorized Representative

Title

Date

# FOR DEPARTMENT USE ONLY

Sale Number (XX – XXX – XX – XX)

Forest Management Unit: