

#### DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

# TIMBER SALE PROSPECTUS #4740

#### <u>SCHEDULED SALE DATE AND TIME:</u> 2:00 p.m. (local time) on September 18, 2012. <u>LOCATION:</u> TRAVERSE CITY MGMT UNIT, 970 EMERSON, TRAVERSE CITY, MI 49696.

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>HAPPY TRAILS PINE</u> (61-039-12-01) / T25N, R14W, SEC. 21, NENE. T28N, R14W, SEC. 36, E1/2SW, W1/2SE. Leelanau County, Advertised Price \$13,105.60, 57.0 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>TOMBSTONE PINE</u> (61-049-12-01) / T28N, R14W, SEC. 34, S1/2 SE. T28N, R14W, SEC. 35, N1/2 SE. Leelanau County, Advertised Price \$28,680.20, 75.6 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>BIG SNOW PINE SALVAGE</u> (61-052-12-01) / T26N, R14W, SEC. 11, S1/2NE. T27N, R13W, SEC. 08, SW1/4. Benzie County, Advertised Price \$35,500.40, 106.9 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, TRAVERSE CITY OFFICE, 970 EMERSON, TRAVERSE CITY, MI 49696, no later than 2:00 p.m. (local time) on September 18, 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.

KEITH CREAGH Director

# TIMBER SALE INFORMATION

#### HAPPY TRAILS PINE (61-039-12-01)

T25N, R14W, SEC. 21; T28N, R14W, SEC. 36. Leelanau County (Advertised Price \$13,105.60)

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:

PRODUCTS & SPECIES	ESTIMATED UNITS*	ADVE	RTISED PRICE
Sawlogs			
Red Pine	58.10 MBF	\$	82.00 / MBF
Pulpwood			
Jack Pine	771.00 Cords	\$	1.20 / Cord
Red Pine	232.00 Cords	\$	29.95 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$467.80:

ESTIMATED UNITS*	<u>ADV</u>	<u>/ERTISED PRICE</u>
2.10 MBF	\$	133.00 / MBF
29.00 Cords	\$	6.50 / Cord
	2.10 MBF	2.10 MBF \$

\* The total volume is statistically estimated within plus (+) or minus (-) 9.91 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

#### BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of **\$1,090.00** 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	39%
02	54%
03	3%
04	4%

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

5. Operations on the contract issued will terminate on 03/31/2013.

#### Sale Specific Conditions & Requirements

#### Sale Name: Happy Trails Pine Sale Number: 61-039-12-01

#### 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 land are marked with red paint. Pettengill Road is the south boundary of Payment Unit 1. Interior Payment Unit boundaries are marked with yellow paint. Do not cut painted boundary line trees unless also marked with orange paint.

#### 2 - Timber Specifications

2.1 - Included Timber

#### 2.1.1 - Clearcut unit(s) with unmerchantable trees (8/11)

Within Payment Unit(s) 2, 3, and 4, cut all trees that are two (2) inches or more in diameter measured at a point four and one-half (4-1/2) feet above ground level regardless of merchantability. In addition, all broken or fallen trees and limbs (predominantly from a March 2012 snowstorm) may be utilized. DO NOT cut any trees marked with green paint and DO NOT cut any red pine or white pine trees within Payment Units 3 and 4.

#### 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 jack pine regardless of merchantability. All broken or fallen trees and limbs (predominantly from a March 2012 snowstorm) may also be utilized.

2.1.11 - Description of timber note (2/04)

Note that mixed hardwood pulp includes black cherry, aspen, and red maple.

#### 2.2 - Utilization

2.2.2 - Chipping required (1/11)

Payment Units 2, 3, and 4 must be chip harvested to facilitate future silvicultural activities. The purchaser has the option to produce sawlogs or pulpwood bolts, but the remaining portion of the trees must be chipped and hauled. The requirement to retain approximately 1/6 to 1/3 or tree tops and limbs less than four inches in diameter does not apply (G. C. & R. 2.2) because these units will be site prepped and replanted to red pine.

2.2.3 - Stump heights (4/07)

Stump heights within Payment Units 2, 3, 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 planting operations.

#### 4 - Transportation

4.1 - Construction

4.1.3 - Slash and earthen piles (8/04)

Piles or windrows of earth along roads and landings that have been widened or constructed shall be leveled. Slash from road maintenance or construction, including stumps, shall be chipped or dispersed throughout the sale.

4.1.7 - Road closure (10/11)

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 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

5.2.1.8 - Slash height (12/08)

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

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.

#### 5.2.40 - Pathway protection (10/10)

The Shore-to-Shore Trail is shown on the Timber Sale Map for units 1 & 2. Do not cut trees or damage posts with blue pathway markers. Maintain a 30-foot wide slash, debris, and rut free zone daily, using the pathway as the centerline.

#### 5.2.41 - Snowmobile trail protection (9/11)

Snowmobile trails are shown on the Timber Sale Maps abutting units 3 and 4. 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. If the trail is used for hauling, it must be graded to the satisfaction of the Unit Manager or his/her representative prior to December 1st. No decking of forest products will be permitted along the snowmobile trail.

#### 5.4 - Soil Protection

5.4.2 - Skid trails (2/04)

Skid trails up and down slopes should be avoided. If however this is unavoidable, these trails will be left in a non-erodible condition using water bars, logs, and slash. Placing of slash on these skid trails while logging is ongoing may alleviate need for any further action. At the direction of the sale administrator, seed, fertilizer, and mulch may also be required.

#### 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 Pettengill Road and on the Shore-to-Shore Trail 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.

#### 7 - Other Conditions

#### 7.2 - Extensions

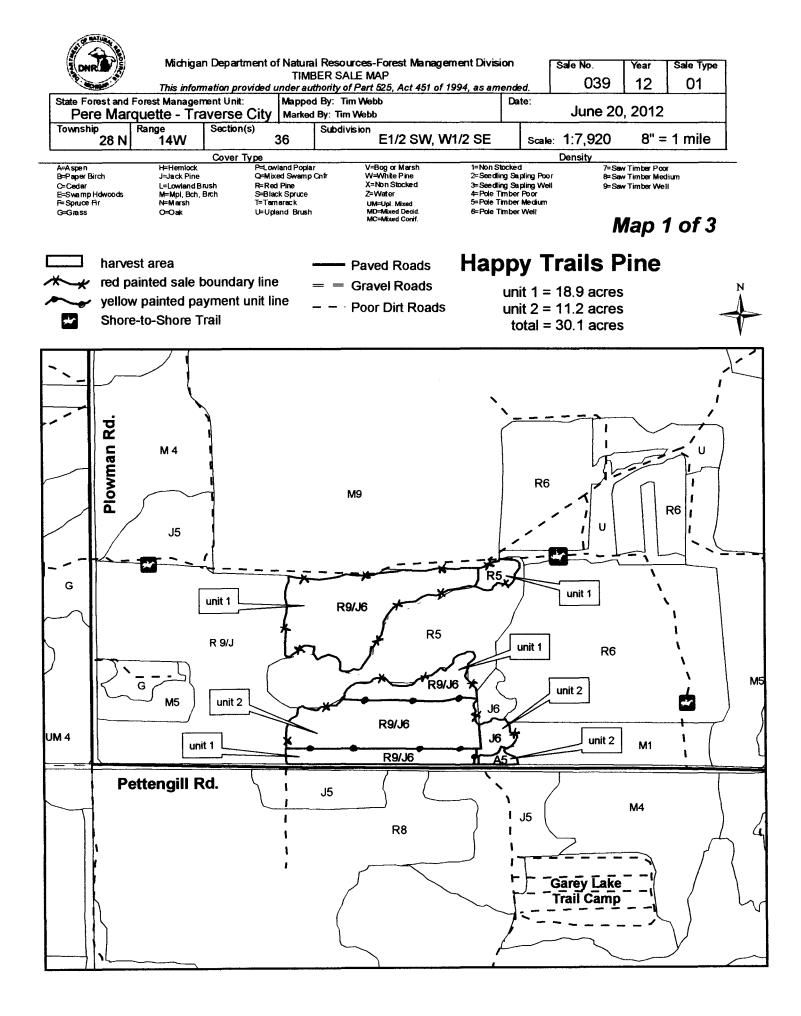
#### 7.2.3 - Salvage extension (1/11)

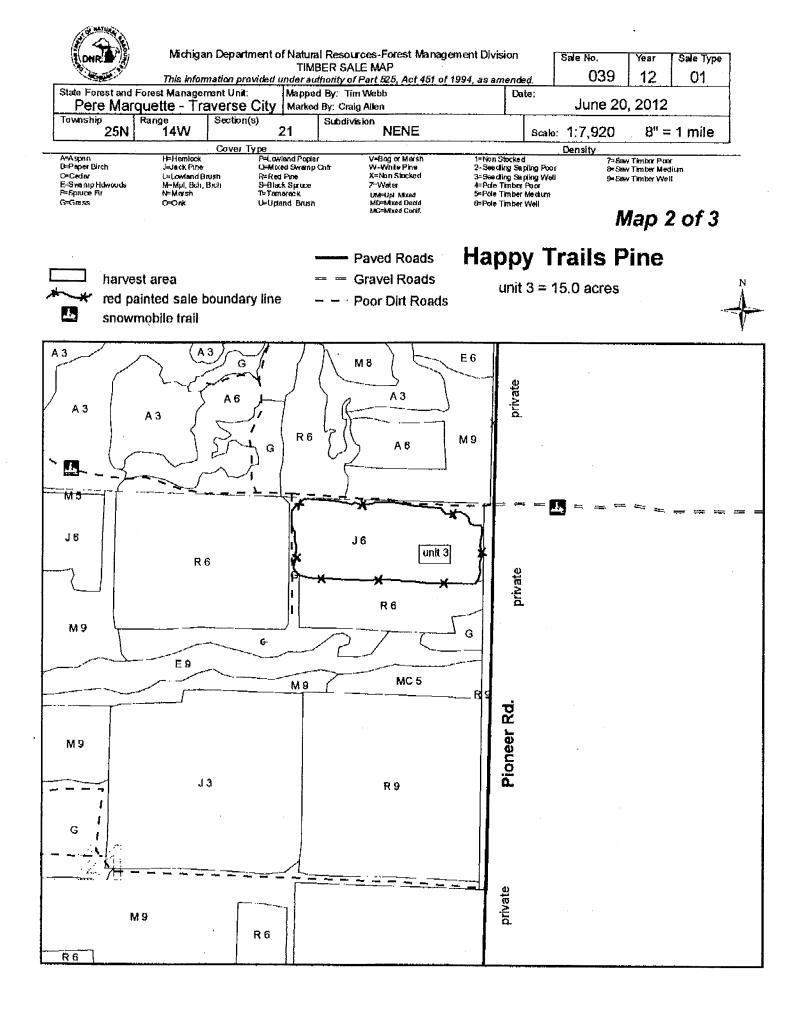
This is a salvage sale with a short contract length. One (1), twelve (12) month extension can be applied to one (1) other State Forest Timber Sale Contract owned by the purchaser and expiring within twelve (12) months from the date of this contract, to permit expediting the harvest of this sale. The free extension must be used before this contract is closed-out. This specification does not alleviate the purchaser from any contractual obligations of the extended State Forest Timber Sale Contract. Per General Condition & Requirement 7.2, extensions are at the sole discretion of the DNR.

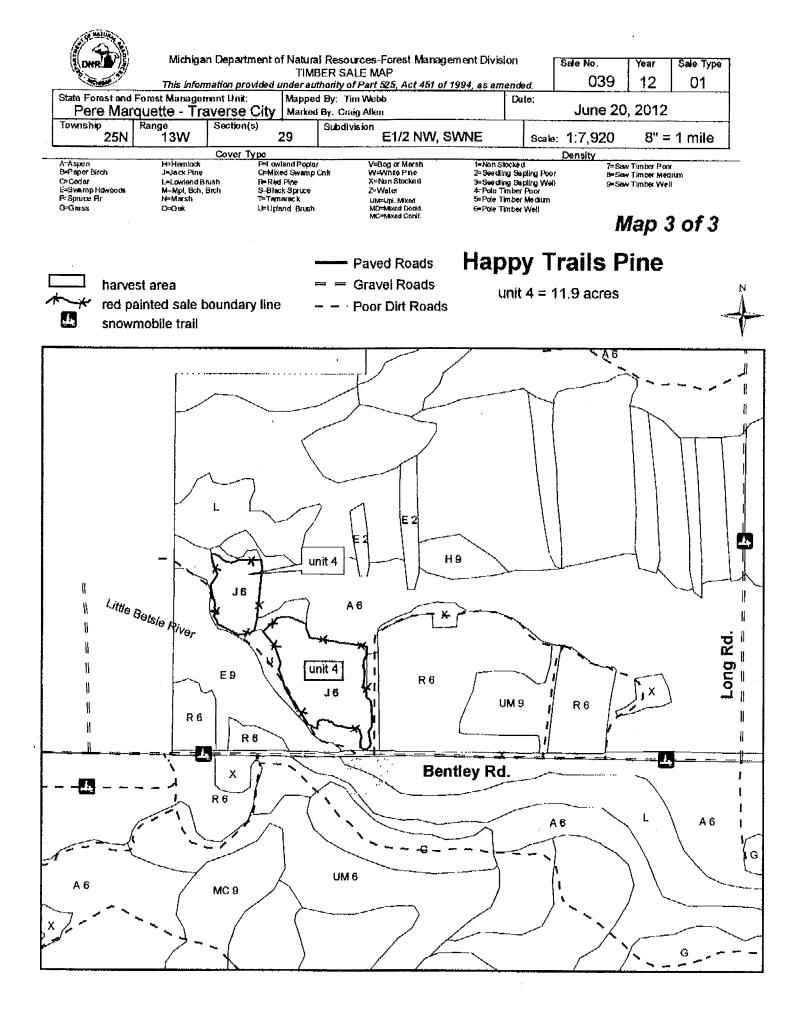
#### 7.5 - Loss

#### 7.5.1 - Deteriorating timber (7/09)

The sale area has received damage from a March 2012 snowstorm. 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 INFORMATION

#### TOMBSTONE PINE (61-049-12-01)

T28N, R14W, SEC. 34; T28N, R14W, SEC. 35. Leelanau County (Advertised Price \$28,680.20)

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:

PRODUCTS & SPECIES	ESTIMATED UNITS*	<u>ADVE</u>	ERTISED PRICE
Sawlogs			
Red Pine	82.70 MBF	\$	68.00 / MBF
Pulpwood			
Jack Pine	525.00 Cords	\$	6.30 / Cord
Red Pine	623.00 Cords	\$	31.70 / Cord

\* The total volume is statistically estimated within plus (+) or minus (-) 7.41 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 **\$2,388.00** 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	24%
02	18%
03	10%
04	35%
05	13%

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

5. Operations on the contract issued will terminate on 03/31/2013.

#### Sale Specific Conditions & Requirements

#### Sale Name: Tombstone Pine Sale Number: 61-049-12-01

#### 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 land are marked with red paint. Interior Payment Unit boundaries are marked with yellow 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, 2, 3, 4, and 5, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. In addition, within units 1 and 2 only, cut all jack pine greater than 2 inches in diameter at breast height. All broken or fallen pine trees and limbs (predominantly from a March 2012 snowstorm) may be utilized.

#### 2.2 - Utilization

2.2.4 - Skidding length (2/11)

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

#### 4 - Transportation

#### 4.1 - Construction

4.1.3 - Slash and earthen piles (8/04)

Piles or windrows of earth along roads and landings that have been widened or constructed shall be leveled. Slash from road maintenance or construction, including stumps, shall be dispersed throughout the sale.

4.1.7 - Road closure (10/11)

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 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

5.2.1.8 - Slash height (12/08)

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

#### 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.

#### 5.2.40 - Pathway protection (10/10)

The Shore-to-Shore riding/hiking trail is shown on the Timber Sale Map. Do not cut trees or damage posts with blue pathway markers. Maintain a 20-foot wide slash, debris, and rut free zone daily, using the pathway as the centerline.

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 noted on the map as "Bland Cemetery", adjacent to the southwest corner of Payment Unit 2. 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

# 6.2.3 - Recreational trail posting (2/10)

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

# 7 - Other Conditions

#### 7.2 - Extensions

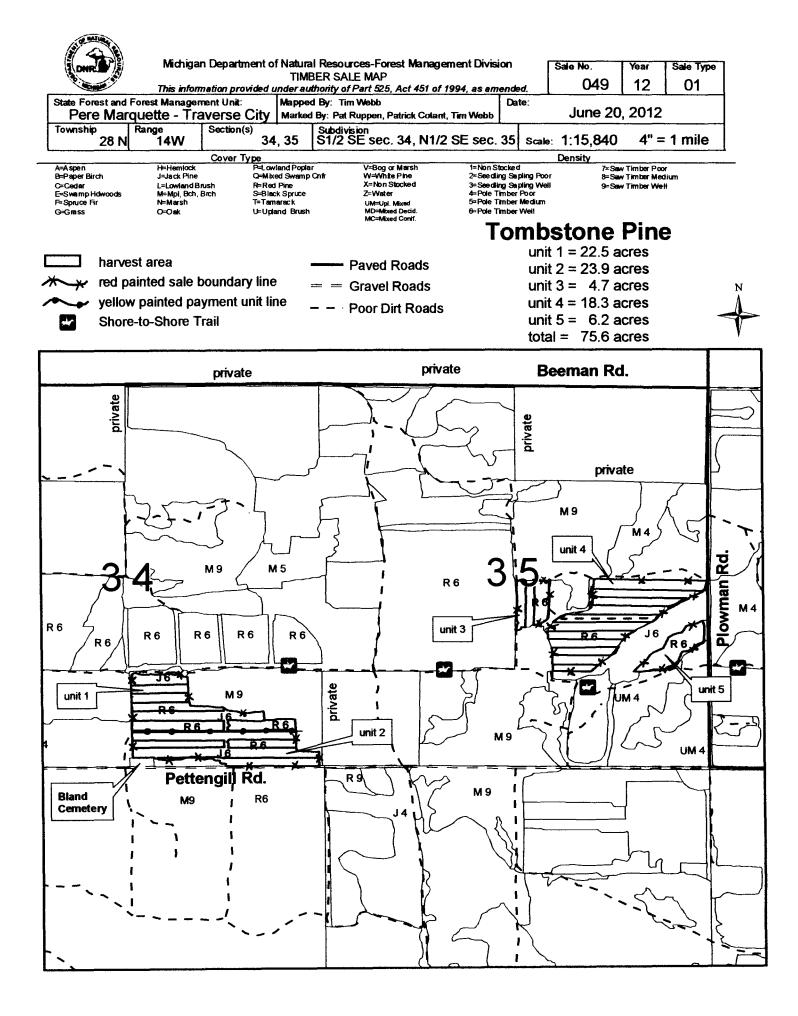
# 7.2.3 - Salvage extension (1/11)

This is a salvage sale with a short contract length. One (1), twelve (12) month extension can be applied to one (1) other State Forest Timber Sale Contract owned by the purchaser and expiring within twelve (12) months from the date of this contract, to permit expediting the harvest of this sale. The free extension must be used before this contract is closed-out. This specification does not alleviate the purchaser from any contractual obligations of the extended State Forest Timber Sale Contract. Per General Condition & Requirement 7.2, extensions are at the sole discretion of the DNR.

#### 7.5 - Loss

#### 7.5.1 - Deteriorating timber (7/09)

The sale area has received damage from a March 2012 snowstorm. 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 INFORMATION

#### BIG SNOW PINE SALVAGE (61-052-12-01) T26N, R14W, SEC. 11; T27N, R13W, SEC. 08. Benzie County (Advertised Price \$35,500.40)

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*	ADVE	RTISED PRICE
Sawlogs			
Red Pine	115.60 MBF	\$	59.00 / MBF
Pulpwood			
Red Pine	1,342.00 Cords	\$	21.00 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$498.00:

PRODUCTS & SPECIES	ESTIMATED UNITS*	<u>ADV</u>	ERTISED PRICE
Sawlogs			
Red Maple	0.60 MBF	\$	65.00 / MBF
White Pine	1.00 MBF	\$	33.00 / MBF
Pulpwood			
Jack Pine	42.00 Cords	\$	6.70 / Cord
Red Oak	10.00 Cords	\$	7.20 / Cord
White Pine	22.00 Cords	\$	3.30 / Cord

\* The total volume is statistically estimated within plus (+) or minus (-) 11.24 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 **\$2,953.00** 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
	TERCENT OF TOTAL GALL VALUE
01	9%
02	15%
03	21%
04	5%
05	22%
06	4%
07	14%
08	10%

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

5. Operations on the contract issued will terminate on 03/31/2013.

#### Sale Specific Conditions & Requirements

#### Sale Name: Big Snow Pine Salvage Sale Number: 61-052-12-01

#### 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, purple 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. Most interior Payment Unit boundaries are marked with yellow paint; purple paint divides payment units 3 and 5. Also, State Road serves as a partial payment unit boundary for several units (see Map 1). Do not cut painted boundary line trees unless also marked with orange paint.

#### 2 - Timber Specifications

2.1 - Included Timber

2.1.1 - Clearcut unit(s) with unmerchantable trees (8/11)

Within Payment Unit(s) 2, 3, 5, and 7, cut all pine trees that are two (2) inches or more in diameter measured at a point four and one-half (4-1/2) feet above ground level regardless of merchantability. Do not cut any other species. In addition, all broken or fallen pine trees and limbs (predominantly from a March 2012 snowstorm) may be utilized.

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

Within Payment Unit(s) 1, 4, 6 and 8, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. In addition, cut all jack pine. All broken or fallen pine trees and limbs (predominantly from a March 2012 snowstorm) may be utilized.

#### 2.2 - Utilization

2.2.4 - Skidding length (2/11)

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

#### 3 - Payments

3.6 - Payment Unit Cutting Schedule

3.6.3 - Operating schedule (12/08)

Unless changed by written agreement, only 2 Payment Unit(s) may be operated at any one time. All contractual requirements on a Payment Unit shall be completed and accepted by the Unit Manager or his/her representative prior to the opening of an additional Payment Unit.

#### 4 - Transportation

#### 4.1 - Construction

4.1.3 - Slash and earthen piles (8/04)

Piles or windrows of earth along roads and landings that have been widened or constructed shall be leveled. Slash from road maintenance or construction, including stumps, shall be dispersed throughout the sale.

4.1.7 - Road closure (10/11)

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 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

5.2.1.1 - Slash within sale area (2/04)

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

5.2.1.8 - Slash height (12/08)

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

#### 5.2.3 - Operating Restrictions

#### 5.2.3.6 - 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.

#### 5.4 - Soil Protection

#### 5.4.3 - Erosion control (12/08)

Skid trails or haul roads may require erosion control structures or berms per direction of the Unit Manager or his/her representative.

#### 7 - Other Conditions

#### 7.2 - Extensions

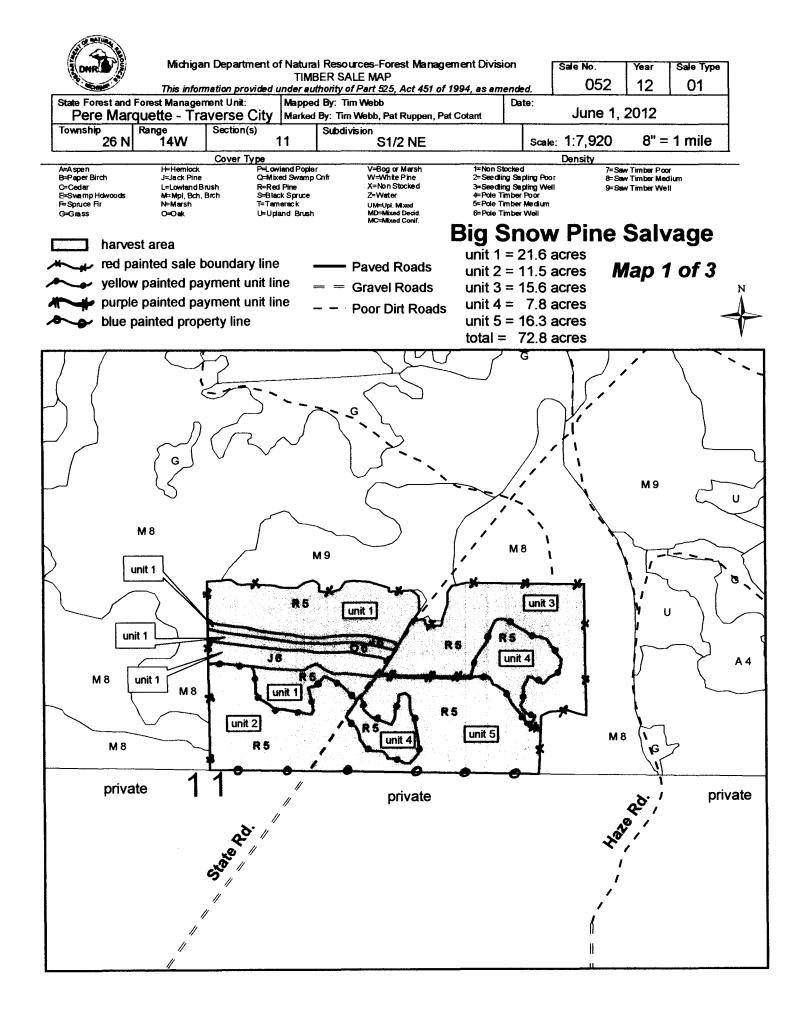
#### 7.2.3 - Salvage extension (1/11)

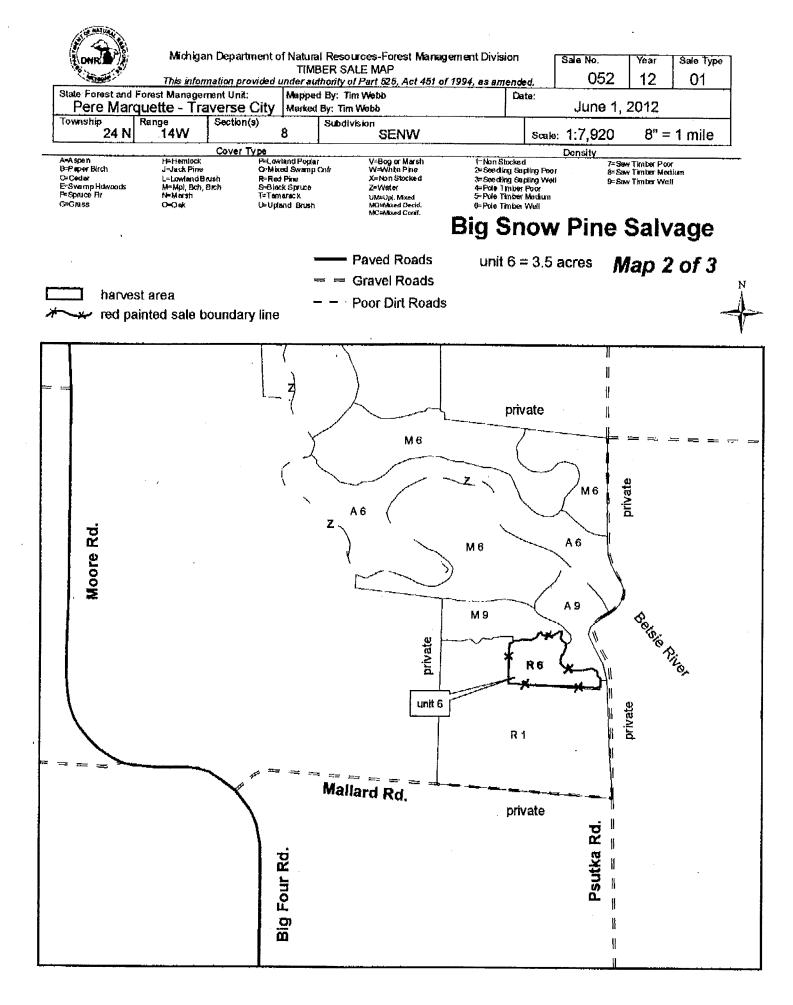
This is a salvage sale with a short contract length. One (1), twelve (12) month extension can be applied to one (1) other State Forest Timber Sale Contract owned by the purchaser and expiring within twelve (12) months from the date of this contract, to permit expediting the harvest of this sale. The free extension must be used before this contract is closed-out. This specification does not alleviate the purchaser from any contractual obligations of the extended State Forest Timber Sale Contract. Per General Condition & Requirement 7.2, extensions are at the sole discretion of the DNR.

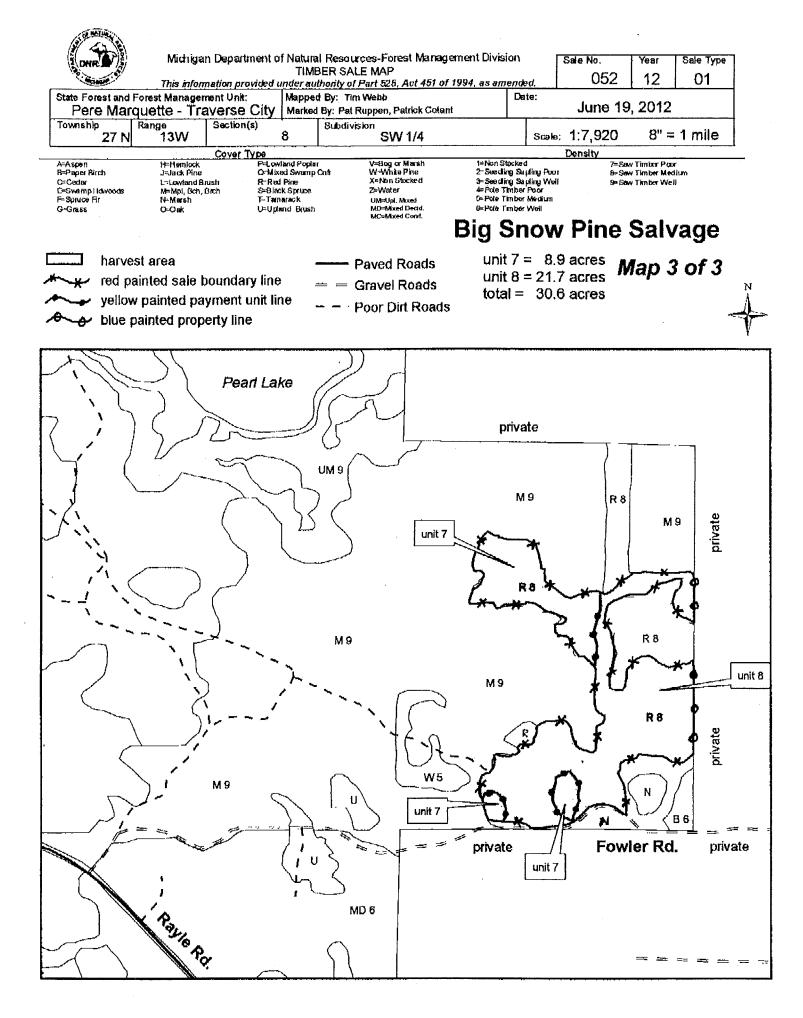
#### 7.5 - Loss

#### 7.5.1 - Deteriorating timber (7/09)

The sale area has received damage from a March 2012 snowstorm. 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.







In

#### **BID FORM**

#### HAPPY TRAILS PINE (61-039-12-01)

#### T25N, R14W, SEC. 21; T28N, R14W, SEC. 36, Leelanau County

In response to the notice of sale to be held 2:00 p.m. (local time) on September 18, 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	<u>ESTIMATED</u>	UNITS*	ADVE	RTISED PRICE	BID PRICE	
Red Pine	58.10 I	MBF	\$	82.00 / MBF	\$	/ MBF
Pulpwood Jack Pine	771.00	Cords	\$	1.20 / Cord	\$	/ Cord
Red Pine	232.00	Cords	\$	29.95 / Cord	\$	/ Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$467.80 :

PRODUCTS & SPECIES	ESTIMATED UNITS*	AD	VERTISED PRICE
Sawlogs			
Black Cherry	2.10 MBF	\$	133.00 / MBF
Pulpwood			
Mixed Hardwood	29.00 Cords	\$	6.50 / Cord

\* The total volume is statistically estimated within plus (+) or minus (-) 9.91 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

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 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**

#### TOMBSTONE PINE (61-049-12-01)

#### T28N, R14W, SEC. 34; T28N, R14W, SEC. 35, Leelanau County

In response to the notice of sale to be held 2:00 p.m. (local time) on September 18, 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*	ADV	ERTISED PRICE	<b>BID PRICE</b>	
Red Pine	82.70 MBF	\$	68.00 / MBF	\$	/ MBF
Pulpwood Jack Pine Red Pine	525.00 Cords 623.00 Cords	\$ \$	6.30 / Cord 31.70 / Cord	\$ \$	_ / Cord _ / Cord

\* The total volume is statistically estimated within plus (+) or minus (-) 7.41 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	RITY 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:\_\_\_\_\_



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 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**

# BIG SNOW PINE SALVAGE (61-052-12-01)

#### T26N, R14W, SEC. 11; T27N, R13W, SEC. 08, Benzie County

In response to the notice of sale to be held 2:00 p.m. (local time) on September 18, 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	BID PRICE
Red Pine	115.60 MBF	\$ 59.00 / MBF	\$ / MBF
Pulpwood Red Pine	1,342.00 Cords	\$ 21.00 / Cord	\$ / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$498.00:

PRODUCTS & SPECIES	<u>ESTIMATE</u>	D UNITS*	AD\	<u>/ERTISED PRICE</u>
Sawlogs				
Red Maple	0.60	MBF	\$	65.00 / MBF
White Pine	1.00	MBF	\$	33.00 / MBF
Pulpwood				
Jack Pine	42.00	Cords	\$	6.70 / Cord
Red Oak	10.00	Cords	\$	7.20 / Cord
White Pine	22.00	Cords	\$	3.30 / Cord

\* The total volume is statistically estimated within plus (+) or minus (-) 11.24 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 SECURI	TY NUMBER:	
Company or individual bidding:			
Company representative's name:			
Address:			_
City:	State: Z	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):\_\_\_\_\_

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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 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

Date

FOR DEPARTMENT USE ONLY

Forest Management Unit: