

DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

TIMBER SALE PROSPECTUS #4987

SCHEDULED SALE DATE AND TIME: 9:00 a.m. (local time) on October 8, 2013. LOCATION: ALLEGAN STATE GAME AREA, 4590 118TH AVE, ALLEGAN, MI 49010.

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 Game Area Manager, ALLEGAN SGA, for certain timber on the following described lands:

BRAVO STORM SALVAGE (19-025-13-01) / T02N, R15W, SEC. 27, SE SW.

Allegan County, Advertised Price \$1.00, 1.0 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 other public land.

OLD ALLEGAN RD SALVAGE (19-026-13-01) / T03N, R15W, SEC. 27, SE SE.

Allegan County, Advertised Price \$1.00, 1.0 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 other public land.

EAST ON-CALL (19-027-13-01) / T02N, R14W, SEC. 20.

Allegan County, Advertised Price \$20.00, 2.0 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 other public land.

WEST ON-CALL (19-028-13-01) / T02N, R14W, SEC. 19.

Allegan County, Advertised Price \$20.00, 2.0 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 other public land.

FARM ON-CALL (19-029-13-01) / T02N, R15W, SEC. 18.

Allegan County, Advertised Price \$2.00, 2.0 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 other public land.

BID INSTRUCTIONS (VER. 06/06/2013):

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

Bidding will begin at the ALLEGAN OFFICE, 4590 118TH AVE, ALLEGAN, MI 49010 at 9:00 a.m. (local time) on October 8, 2013. For further information concerning this sale, contact Maria Albright at 269-673-2430.

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)

This item does not apply to oral auctions.

4. Submission of Sealed Bids (6/11)

This item does not apply to oral auctions.

5. Public Opening of Sealed Bids (6/13)

This item does not apply to oral auctions.

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 (10/12)

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/timber. 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 (3/13)

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 100% 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

BRAVO STORM SALVAGE (19-025-13-01)

T02N, R15W, SEC. 27.

Allegan County (Advertised Price \$1.00)

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 other public land.

A timber sale contract for this lump sum, oral bid timber sale will be awarded to the responsible bidder offering the highest bid price. Any or all bids may be rejected. Consideration and awarding of a contract will be based upon the bidder's past performance and ability to complete the contract based on equipment and manpower subject to his/her control. Bidding will begin at the advertised price.

PRODUCTS & SPECIES ESTIMATED UNITS* ADVERTISED PRICE
Pulpwood

Mixed Oak 1.00 Acres \$ 1.00 / Acre

- 1. A bond in the amount of \$500.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment 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 04/01/2014.

^{*} 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.

Sale Name: Bravo Storm Salvage Sale Number: 19-025-13-01

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (10/12)

The sale boundary is not painted. Sale area encompases all State-owned lands within 20' of the cleared portion of west side access trails and refuge boundary trail for the Bravo managed hunt area. Sale area also includes the State-owned lands of the gas pipeline ROW from 113th Avenue northeast to the stump barriers.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1, all storm damaged trees wholly on State Land and within the sale area are designated for cutting. Storm damaged trees include trees that are fully on the ground and trees that are still attached but partially broken and leaning.

5 - Operations

5.2 - Conduct of Operations

5.2.31 - Landing locations (10/09)

Any decking/landing areas must have pre-approval of the Area Wildlife Technician.

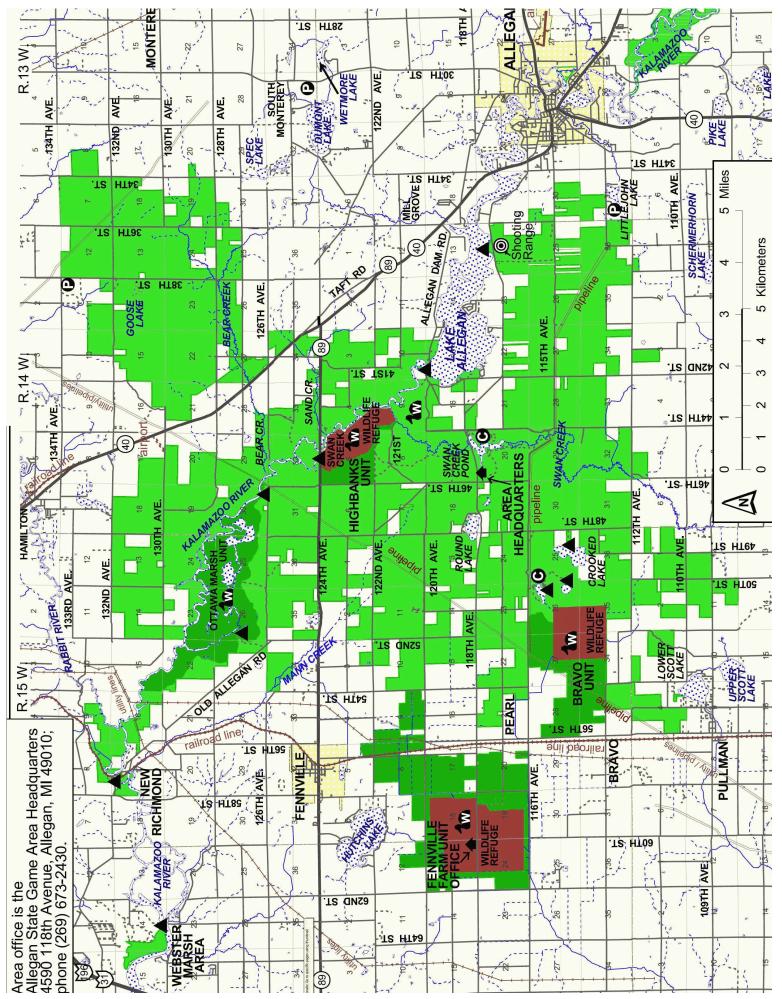
7 - Other Conditions

7.10 - Certified Timber

7.10.1 - Non-certified timber (12/05)

The area encompassed by this timber sale is not certified to the standards of the Forest Stewardship Council (FSC) or the Sustainable Forestry Initiative (SFI). Forest products from this sale may not be delivered to the mill as "FSC and / or SFI certified". The lands within this sale are managed as a State Game Area.

Section Name: Sale Specific Current as of 9/6/2013 9:47:44AM



Page 7 of 24

OLD ALLEGAN RD SALVAGE (19-026-13-01)

T03N, R15W, SEC. 27.

Allegan County (Advertised Price \$1.00)

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 other public land.

A timber sale contract for this lump sum, oral bid timber sale will be awarded to the responsible bidder offering the highest bid price. Any or all bids may be rejected. Consideration and awarding of a contract will be based upon the bidder's past performance and ability to complete the contract based on equipment and manpower subject to his/her control. Bidding will begin at the advertised price.

PRODUCTS & SPECIES ESTIMATED UNITS* ADVERTISED PRICE
Pulpwood

uipwood

Mixed Oak 1.00 Acres \$ 1.00 / Acre

- 1. A bond in the amount of \$500.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment 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 04/01/2014.

^{*} 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.

Sale Name: Old Allegan Rd Salvage Sale Number: 19-026-13-01

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (10/12)

The sale boundary is not painted. Sale area encompases all State-owned lands within 50' of the cleared portion of Old Allegan Road extending from 126th Avenue to 128th Avenue.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1, all down trees wholly on State Land and within the sale area are designated for cutting. Trees were removed during road maintenance work.

4 - Transportation

4.3 - Public Right-of-Way

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

The county must be contacted prior to any operations in the county road R-O-W. A R-O-W permit must be obtained from the Allegan County Road Commission (ACRC).

5 - Operations

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.2 - Slash Removal

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

All slash must be removed at least 50 feet from the cleared right-of-way of all county roads.

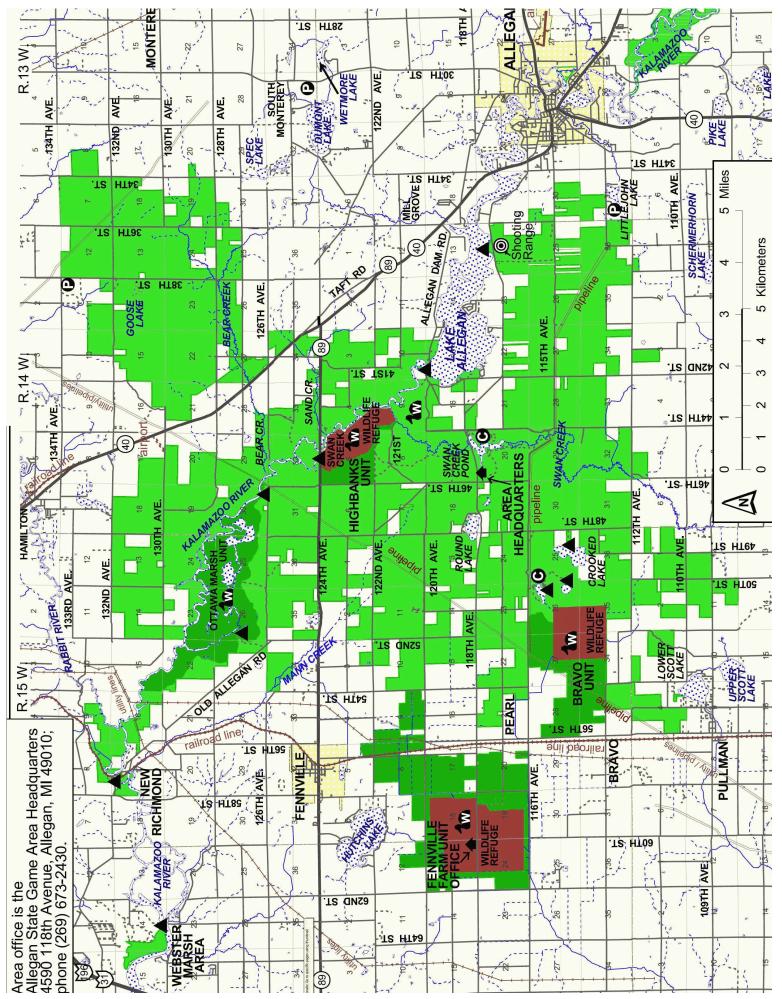
7 - Other Conditions

7.10 - Certified Timber

7.10.1 - Non-certified timber (12/05)

The area encompassed by this timber sale is not certified to the standards of the Forest Stewardship Council (FSC) or the Sustainable Forestry Initiative (SFI). Forest products from this sale may not be delivered to the mill as "FSC and / or SFI certified". The lands within this sale are managed as a State Game Area.

Section Name: Sale Specific Current as of 9/6/2013 9:53:02AM



Page 11 of 24

EAST ON-CALL (19-027-13-01)

T02N, R14W, SEC. 20.

Allegan County (Advertised Price \$20.00)

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 other public land.

A timber sale contract for this lump sum, oral bid timber sale will be awarded to the responsible bidder offering the highest bid price. Any or all bids may be rejected. Consideration and awarding of a contract will be based upon the bidder's past performance and ability to complete the contract based on equipment and manpower subject to his/her control. Bidding will begin at the advertised price.

PRODUCTS & SPECIES ESTIMATED UNITS* ADVERTISED PRICE

Pulpwood

Mixed Oak 2.00 Cords \$ 10.00 / Cord

- 1. A bond in the amount of \$100.00 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 10/01/2014.

^{*} 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.

Sale Name: East On-call Sale Number: 19-027-13-01

1 - Sale Area

1.2 - Boundaries

1.2.2 - On-Call sale boundaries (1/09)

Includes all Allegan SGA lands east of 46th Street.

2 - Timber Specifications

2.1 - Included Timber

2.1.16 - On-Call sale timber specification (4/07)

Cut trees designated by the Area Wildlife Technician. The State reserves the right to hold from sale any and all trees. Contractor will be required to accept no more than a cumulative total of 20 cords of wood during the contract period. The Area Wildlife Technician will guarantee at least 1/3 cord, but not more than 5 cords, whenever the contractor is contacted to remove trees. There is no other guarantee as to species or amount. Trees to be cut will be within 50 feet of a road or trail.

3 - Payments

3.2 - Scaled Sales

3.2.2 - On-Call sale timber scaling and payment (4/07)

When trees are to be cut, the contractor will be contacted either by mail or telephone. The contractor will have 14 days from the date of contact to pay for the wood and remove the wood products as designated by the Area Wildlife Technician. Advance full payment will be required for each job awarded during the contract period. Each contact will constitute a job. Wood volumes will be determined by Area Wildlife Technician. Alternatively, an independent estimate of wood volume by a Registered Forester secured by the contractor will be acceptable.

7 - Other Conditions

7.10 - Certified Timber

7.10.1 - Non-certified timber (12/05)

The area encompassed by this timber sale is not certified to the standards of the Forest Stewardship Council (FSC) or the Sustainable Forestry Initiative (SFI). Forest products from this sale may not be delivered to the mill as "FSC and / or SFI certified". The lands within this sale are managed as a State Game Area.

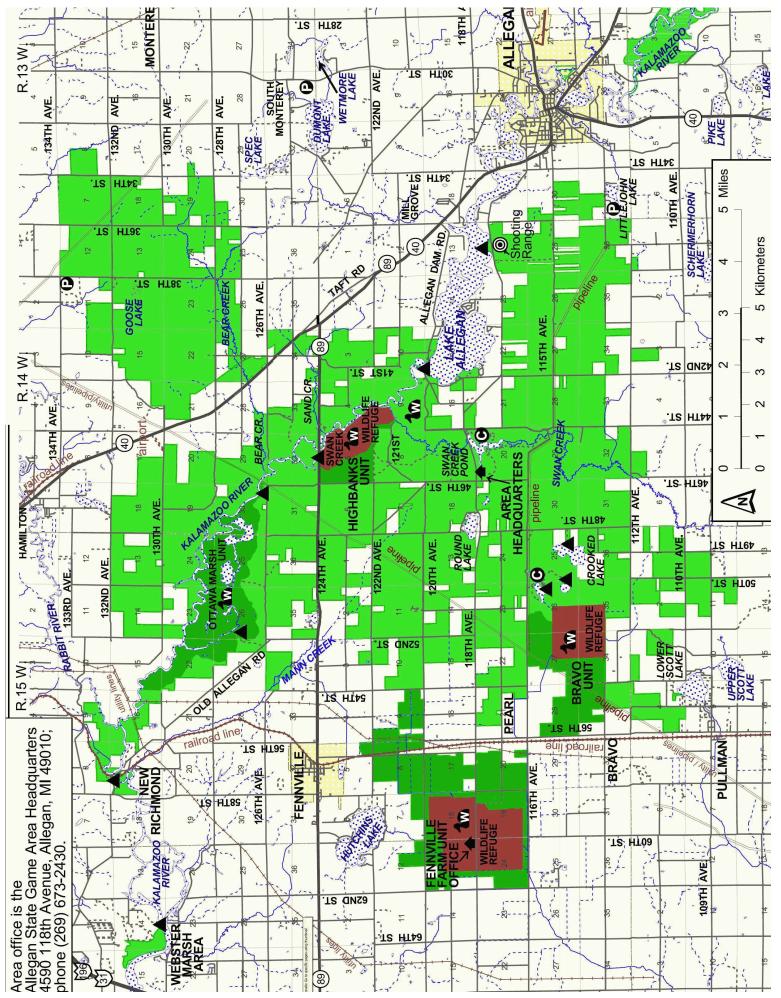
8 - Performance and Settlement

8.4 - Performance Record

8.4.1 - On-Call sale performance (12/05)

If notification or wood is refused three times in a contract period, the contractor will be ineligible to bid in the following year. Failure to satisfactorily complete the terms of the contract will result in the contractor being ineligible to bid on On-Call sales for a period of one year.

Section Name: Sale Specific Current as of 9/6/2013 10:08:38AM



Page 15 of 24

WEST ON-CALL (19-028-13-01)

T02N, R14W, SEC. 19.

Allegan County (Advertised Price \$20.00)

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 other public land.

A timber sale contract for this lump sum, oral bid timber sale will be awarded to the responsible bidder offering the highest bid price. Any or all bids may be rejected. Consideration and awarding of a contract will be based upon the bidder's past performance and ability to complete the contract based on equipment and manpower subject to his/her control. Bidding will begin at the advertised price.

PRODUCTS & SPECIES ESTIMATED UNITS* ADVERTISED PRICE

Pulpwood

Mixed Oak 2.00 Cords \$ 10.00 / Cord

- 1. A bond in the amount of \$100.00 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 10/01/2014.

^{*} 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.

Sale Name: West On-call Sale Number: 19-028-13-01

1 - Sale Area

1.2 - Boundaries

1.2.2 - On-Call sale boundaries (1/09)

Includes all Allegan SGA lands west of 46th Street, except the Fennville Farm Unit.

2 - Timber Specifications

2.1 - Included Timber

2.1.16 - On-Call sale timber specification (4/07)

Cut trees designated by the Area Wildlife Technician. The State reserves the right to hold from sale any and all trees. Contractor will be required to accept no more than a cumulative total of 20 cords of wood during the contract period. The Area Wildlife Technician will guarantee at least 1/3 cord, but not more than 5 cords, whenever the contractor is contacted to remove trees. There is no other guarantee as to species or amount. Trees to be cut will be within 50 feet of a road or trail.

3 - Payments

3.2 - Scaled Sales

3.2.2 - On-Call sale timber scaling and payment (4/07)

When trees are to be cut, the contractor will be contacted either by mail or telephone. The contractor will have 14 days from the date of contact to pay for the wood and remove the wood products as designated by the Area Wildlife Technician. Advance full payment will be required for each job awarded during the contract period. Each contact will constitute a job. Wood volumes will be determined by Area Wildlife Technician. Alternatively, an independent estimate of wood volume by a Registered Forester secured by the contractor will be acceptable.

7 - Other Conditions

7.10 - Certified Timber

7.10.1 - Non-certified timber (12/05)

The area encompassed by this timber sale is not certified to the standards of the Forest Stewardship Council (FSC) or the Sustainable Forestry Initiative (SFI). Forest products from this sale may not be delivered to the mill as "FSC and / or SFI certified". The lands within this sale are managed as a State Game Area.

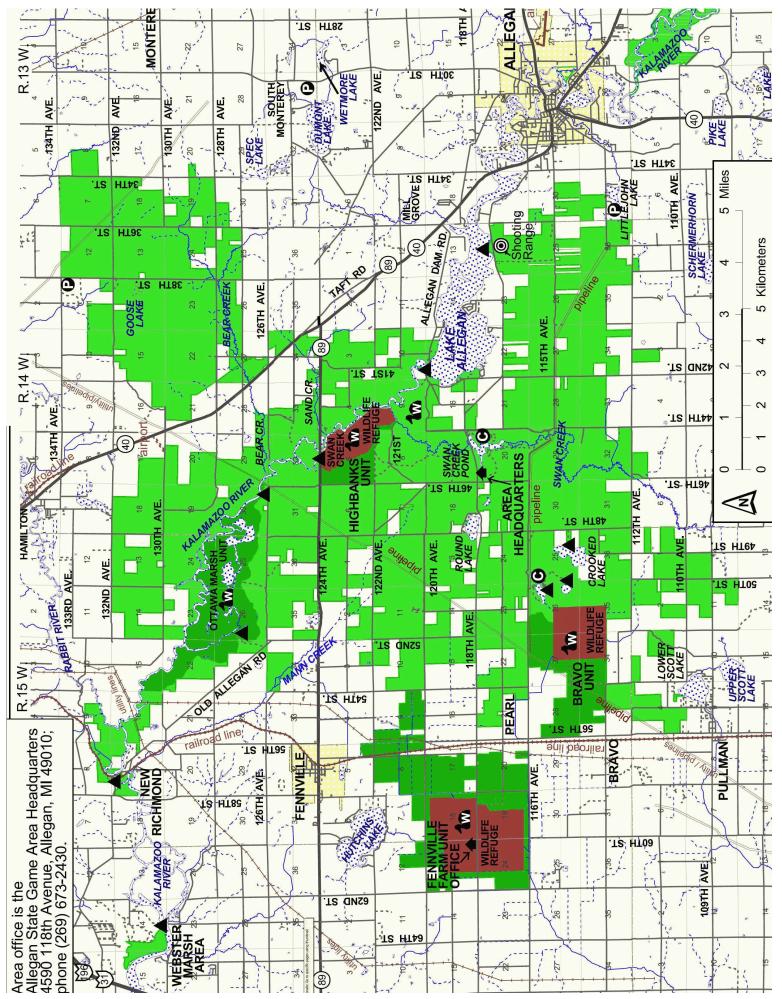
8 - Performance and Settlement

8.4 - Performance Record

8.4.1 - On-Call sale performance (12/05)

If notification or wood is refused three times in a contract period, the contractor will be ineligible to bid in the following year. Failure to satisfactorily complete the terms of the contract will result in the contractor being ineligible to bid on On-Call sales for a period of one year.

Section Name: Sale Specific Current as of 9/6/2013 10:23:08AM



Page 19 of 24

FARM ON-CALL (19-029-13-01)

T02N, R15W, SEC. 18.

Allegan County (Advertised Price \$2.00)

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 other public land.

A timber sale contract for this lump sum, oral bid timber sale will be awarded to the responsible bidder offering the highest bid price. Any or all bids may be rejected. Consideration and awarding of a contract will be based upon the bidder's past performance and ability to complete the contract based on equipment and manpower subject to his/her control. Bidding will begin at the advertised price.

PRODUCTS & SPECIES ESTIMATED UNITS* ADVERTISED PRICE
Pulpwood

Mixed Oak 2.00 Cords \$ 1.00 / Cord

- 1. A bond in the amount of \$100.00 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 10/01/2014.

^{*} 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.

Sale Name: Farm On-call Sale Number: 19-029-13-01

1 - Sale Area

1.2 - Boundaries

1.2.2 - On-Call sale boundaries (1/09)

Includes all Allegan SGA lands of the Fennville Farm Unit.

2 - Timber Specifications

2.1 - Included Timber

2.1.16 - On-Call sale timber specification (4/07)

Cut trees designated by the Area Wildlife Technician. The State reserves the right to hold from sale any and all trees. Contractor will be required to accept no more than a cumulative total of 20 cords of wood during the contract period. The Area Wildlife Technician will guarantee at least 1/3 cord, but not more than 5 cords, whenever the contractor is contacted to remove trees. There is no other guarantee as to species or amount. Trees to be cut will be within 50 feet of a road or trail.

3 - Payments

3.2 - Scaled Sales

3.2.2 - On-Call sale timber scaling and payment (4/07)

When trees are to be cut, the contractor will be contacted either by mail or telephone. The contractor will have 14 days from the date of contact to pay for the wood and remove the wood products as designated by the Area Wildlife Technician. Advance full payment will be required for each job awarded during the contract period. Each contact will constitute a job. Wood volumes will be determined by Area Wildlife Technician. Alternatively, an independent estimate of wood volume by a Registered Forester secured by the contractor will be acceptable.

7 - Other Conditions

7.10 - Certified Timber

7.10.1 - Non-certified timber (12/05)

The area encompassed by this timber sale is not certified to the standards of the Forest Stewardship Council (FSC) or the Sustainable Forestry Initiative (SFI). Forest products from this sale may not be delivered to the mill as "FSC and / or SFI certified". The lands within this sale are managed as a State Game Area.

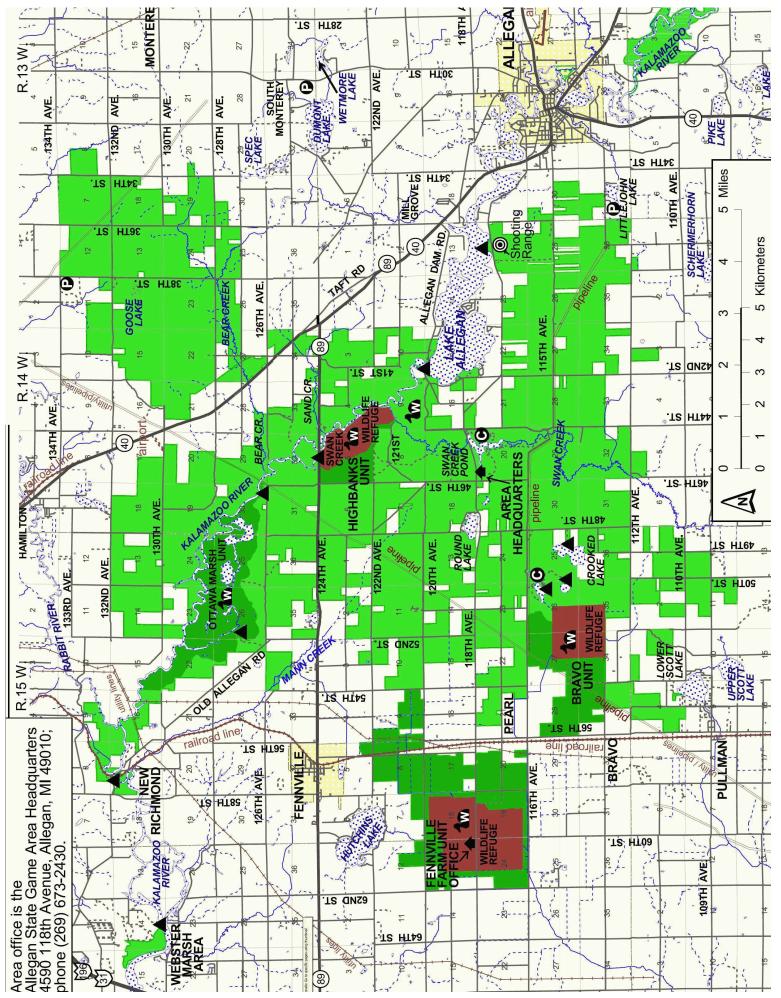
8 - Performance and Settlement

8.4 - Performance Record

8.4.1 - On-Call sale performance (12/05)

If notification or wood is refused three times in a contract period, the contractor will be ineligible to bid in the following year. Failure to satisfactorily complete the terms of the contract will result in the contractor being ineligible to bid on On-Call sales for a period of one year.

Section Name: Sale Specific Current as of 9/6/2013 10:37:22AM



Page 23 of 24



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.

days of the contract award.

FOR DEPARTMENT USE ONLY Sale Number (XX – XXX – XX – XX) Forest Management Unit:

Part-time Employees

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

C. I certify that my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within 21

Name of Business

Federal ID (or) Social Security No.

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