

# DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

# **TIMBER SALE PROSPECTUS #4749**

SCHEDULED SALE DATE AND TIME: 3:00 p.m. (local time) on November 8, 2012. LOCATION: NAUBINWAY FIELD OFFICE, PO BOX 287 US 2, NAUBINWAY, MI 49762.

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, SAULT STE MARIE MANAGEMENT UNIT, for certain timber on the following described lands:

416 SPRUCE (45-108-12-01) / T43N, R06W, SEC. 16, SESW.

T43N, R06W, SEC. 21, NE1/4, NENW.

Mackinac County, Advertised Price \$6,509.85, 25.0 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.

BIG BLIND PINE (45-110-12-01) / T42N, R06W, SEC. 05, SWSW, SESW.

T42N, R06W, SEC. 06, SESE.

T42N, R06W, SEC. 08, N1/2NW, SWNW.

Mackinac County, Advertised Price \$21,463.75, 117.0 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.

AIM HIGH MIX (45-115-10-01) / T43N, R06W, SEC. 08, S1/2SE, N1/2SE.

T43N, R06W, SEC. 09, E1/2NW,N1/2NE,NWNE.

T44N, R06W, SEC. 04, SE1/4, SEC 5-S1/2SE, NESE.

T44N, R06W, SEC. 34, SW1/4,S1/2NE,SEC35-S1/2SW,NWSE.

Mackinac County, Advertised Price \$29,564.05, 248.0 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.

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

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

Bids must be received by the Unit Manager, NAUBINWAY OFFICE, PO BOX 287 US 2, NAUBINWAY, MI 49762, no later than 3:00 p.m. (local time) on November 8, 2012. For further information concerning this sale, contact Karen Rodock at 906-635-5281.

#### 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

#### 416 SPRUCE (45-108-12-01)

T43N, R06W, SEC. 16; T43N, R06W, SEC. 21.

Mackinac County (Advertised Price \$6,509.85)

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 | <b>ESTIMATED UNITS*</b> | <u>ADV</u> | ADVERTISED PRICE |  |  |  |
|--------------------|-------------------------|------------|------------------|--|--|--|
| Pulpwood           |                         |            |                  |  |  |  |
| Mixed Aspen        | 38.00 Cords             | \$         | 23.50 / Cord     |  |  |  |
| Mixed Hardwood     | 57.00 Cords             | \$         | 18.90 / Cord     |  |  |  |
| Mixed Softwood     | 197.00 Cords            | \$         | 19.40 / Cord     |  |  |  |
| Paper Birch        | 55.00 Cords             | \$         | 13.05 / Cord     |  |  |  |

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 12.45 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:**

PAYMENT UNIT NUMBER

- 1. A bond in the amount of \$650.00 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:

PERCENT OF TOTAL SALE VALUE 01 38% 62%

02

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 12/31/2015.

# **Sale Specific Conditions & Requirements**

**Sale Name: 416 Spruce Sale Number: 45-108-12-01** 

#### 1 - Sale Area

#### 1.2 - Boundaries

#### 1.2.1 - Painted boundaries (12/08)

The sale boundary is marked and identified by red paint. Do not cut painted boundary line trees.

# 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) #1 and 2, cut all decidoustrees 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. Also cut all conifers, except cedar, that are four (4) inches or more in diameter measured at a point four and one-half (4-1/2) feet above ground level regardless of mechantability. Do not cut any cedar trees.

# 3 - Payments

#### 3.3 - Pre-measured Sales

# 3.3.4 - Dividing payment units (12/08)

Payment unit(s) #1 and 2may 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.

#### 4.1.7 - Road closure (10/11)

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 double earthen berms at strategic locations. Stumps and brush must be placed along the remainder of the trail. These roads must be rendered impassable to cars and trucks. Contact the sale administrator for specific details of design and placement.

# 5 - Operations

# 5.1 - Notification

# 5.1.1 - Pre-sale conference (10/11)

A pre-sale conference 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.

#### 5.1.4 - Post-sale conference (6/11)

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

#### 5.2 - Conduct of Operations

# 5.2.1 - Slash

# 5.2.1.1 - Slash within sale area (2/04)

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

# 5.2.2 - Hazard Trees/Snags

# 5.2.2.1 - Den trees (2/04)

Obvious hollow and/or den trees shall be protected and left standing unless they are a safety hazard.

#### 5.2.4 - Dead and Down Creation

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

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

# 5.2.22 - Operating Caution

#### 5.2.22.1 - Operating caution (6/11)

It is recommended, but not required, that within Payment Unit(s) #1 and 2, cutting, skidding, and hauling occur during dry summer or frozen winter conditions. The reason for the recommendation is because poorly drained soils.

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

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

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

The Caffey Truck Trail 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. 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. If the trail road is to be used for hauling during the snowmobile season, then a snow covered base must be left on the trail. Maintain a 20 foot wide slash, debris, and rut free zone daily using the snowmobile trail as the centerline. No decking of forest products will be permitted along the snowmobile trail.

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

# 5.8 - Protection of Endangered Species

# 5.8.5 - Protection of raptor nests (4/09)

All trees with raptor nests will be protected if found during harvesting operations. Notification will be made to the Unit Manager or his/her representative who will notify the Wildlife Biologist so an on-site evaluation and recommendation can be made, if necessary.

# 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 the Caffey Truck Trail prior to beginning operations. The road must be posted at locations where the ORV trail enters and leaves the road to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Caffey Truck Trail must remian posted for the duration of the harvest to protect users of the ORV and snowmobile trail. 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 snowmobile trail prior to beginning operations during the snowmobile season (approximately December 1 to March 31). The trail 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

# 7.3 - Contract Modifications

# 7.3.1 - Emerald Ash Borer

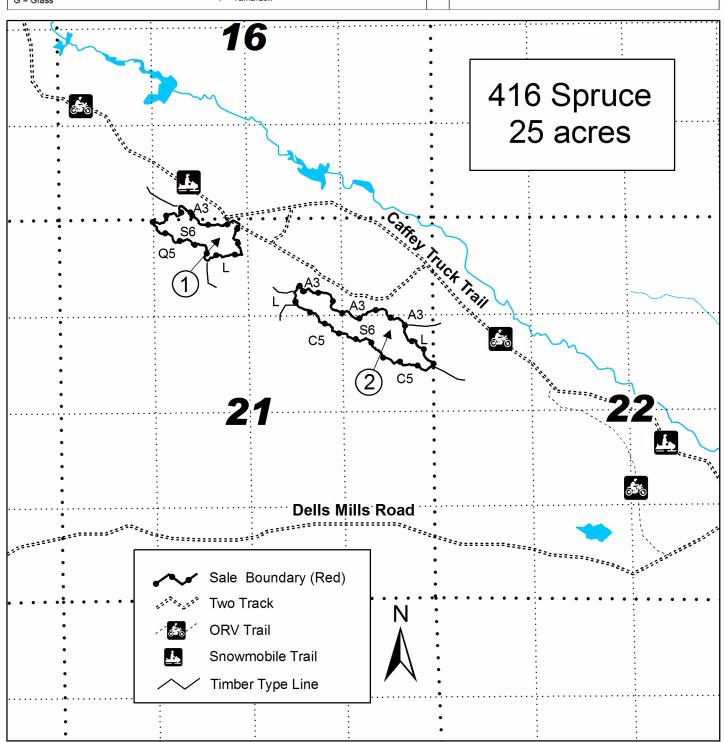
# 7.3.1.2 - Emerald ash borer, ash or firewood on sale (2/05)

There is ash and/or "firewood" in this sale and it is located within an emerald ash borer quarantined area. The Director of

the Michigan Department of Agriculture (MDA) by the authority of Act No. 72 of the Public Acts of 1945, as amended, and Quarantine Regulation No. 620, has promulgated this quarantine to prevent the further spread of this pest and sets forth: definitions, regulated articles, regulated areas, conditions of movement, violations and penalties, and special exemptions. The purchaser must comply with this quarantine. Contact the MDA for further information.

Section Name: Sale Specific Current as of 6/28/2012 8:41:47AM

| OF NATURAL   | Mich  | nigan D  | epartment of Natural Resour   | rces - Forest Managem  | ent D | ivision   |                                     | Sale Nun       | nber   |                                     | Year    |
|--|---|--|---|--|-------|---|-------------------------------------|----------------|--|-------------------------------------|---------|
| DNR DNR  | TIMBER SALE MAP  This information provided by authority of Part 525, 1994 PA 451, as amended. |  |   |  |       | 45-1  | 08-12-0                             | 1              | 2012   |                                     |         |
| Forest Managemer<br>Sault Ste. Ma  |   |  | County<br>Mackinac  | Mapped By Brinks Cruised By Brinks,  |       | oto   | dolo                                | Date 5/8/2     | 012  | Page<br>1                           | of<br>1 |
| Township<br>T43N   | Range<br>R6W  | 12 x 2 x 2 x 2 x 2 x 2 x 2 x 2 x 2 x 2 x       | on(s) and Subdivision(s)<br>Sec. 21 NE1/4, NE   | NW Sec. 16   | SE    | SW  | Scale                               | 1 inch =       | = 1/4 mile   | 1:15                                | ,840    |
|  |   | Co   | ver Type  |  |       |   |                                     | De             | ensity   |                                     |         |
| A = Aspen B = Paper Birch C = Cedar D = Treed Bog E = Swamp Hdwoods F = Spruce Fir | H = Hemlock J = Jack Pir L = Lowland LM = Lowland S M = Mpl, Bck MC = Mixed C MD = Mixed C    | ne<br>I Brush<br>I Mixed<br>n, Brch<br>Conifer | N = Marsh O = Oak P = Lowland Poplar Q = Mixed Swamp Conifer R = Red Pine S = Black Spruce T = Tamarack | U = Upland Brush UM = Upland Mixed V = Bog or Marsh W = White Pine X = Non Stocked Z = Water |       | 0 = Non Sto<br>1 = Seedling<br>2 = Seedling<br>3 = Seedling<br>4 = Pole Tin | g Sapling<br>g Sapling<br>g Sapling | Medium<br>Well | 5 = Pole Ti<br>6 = Pole Ti<br>7 = Saw Ti<br>8 = Saw Ti<br>9 = Saw Ti | mber Well<br>mber Poor<br>mber Medi |         |



# TIMBER SALE INFORMATION

#### BIG BLIND PINE (45-110-12-01)

T42N, R06W, SEC. 05; T42N, R06W, SEC. 06; T42N, R06W, SEC. 08.

Mackinac County (Advertised Price \$21,463.75)

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\* ADVERTISED PRICE

Pulpwood

Red Pine 360.00 Cords \$ 59.00 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$223.75:

PRODUCTS & SPECIES ESTIMATED UNITS\* ADVERTISED PRICE

Pulpwood

Jack Pine 5.00 Cords \$ 44.75 / Cord

#### **BOND AND PAYMENT SCHEDULE:**

- 1. A bond in the amount of **\$2,150.00** 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                  | 36%                         |
| 02                  | 18%                         |
| 03                  | 21%                         |
| 04                  | 20%                         |
| 05                  | 5%                          |

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 12/31/2015.

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 9.50 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.

# **Sale Specific Conditions & Requirements**

Sale Name: Big Blind Pine Sale Number: 45-110-12-01

#### 1 - Sale Area

#### 1.2 - Boundaries

# 1.2.1 - Painted boundaries (12/08)

The sale boundary is marked and identified by red paint, cover type changes and fire breaks.

# 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) #s 1, 2, 3, 4 and 5, all trees are designated for cutting when marked with green paint above and below stump height, regardless of merchantability. Avoid damaging and hardwood or white pine trees.

#### 2.2 - Utilization

# 2.2.3 - Stump heights (4/07)

Stump heights within the Sale Area shall not exceed 6 inches for all trees. This is in order to facilitate planting operations. A written waiver of this requirement may be obtained if wet summer weather makes winter logging necessary.

# 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) #'s 1, 2, 3 and 4may 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.

#### 4.1.7 - Road closure (10/11)

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 of stumps and logs covered with earth. Stumps and brush must be placed along the remainder of the trail. These roads must be rendered impassable to cars and trucks. Contact the sale administrator for specific details of design and placement.

# 4.2 - Maintenance

# 4.2.5 - Two wheel drive condition (2/04)

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

# 5 - Operations

#### 5.1 - Notification

#### 5.1.1 - Pre-sale conference (10/11)

A pre-sale conference 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.

# 5.1.4 - Post-sale conference (6/11)

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

# 5.2 - Conduct of Operations

#### 5.2.1 - Slash

#### 5.2.1.2 - Slash Removal

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

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

# 5.2.2 - Hazard Trees/Snags

#### 5.2.2.1 - Den trees (2/04)

Obvious hollow and/or den trees shall be protected and left standing unless they are a safety hazard.

# 5.2.3 - Operating Restrictions

# 5.2.3.3 - Bark slippage restriction (3/09)

Within Payment Unit(s) #s 1, 2, 3, 4 and 5, unless changed by written agreement, cutting and skidding are not permitted during the period of May 1 to July 1. This restriction is because of bark slippage.

# 5.2.4 - Dead and Down Creation

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

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

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

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

# 5.2.41 - Snowmobile trail protection (9/11)

The snowmobile trail 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. 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. If the trail road is to be used for hauling during the snowmobile season, then a snow covered base must be left on the trail. No decking of forest products will be permitted along the snowmobile trail.

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

# 5.8 - Protection of Endangered Species

# 5.8.5 - Protection of raptor nests (4/09)

All trees with raptor nests will be protected if found during harvesting operations. Notification will be made to the Unit Manager or his/her representative who will notify the Wildlife Biologist so an on-site evaluation and recommendation can be made, if necessary.

# 6 - Safety and Fire Prevention

#### 6.2 - Signing

# 6.2.2 - Snowmobile trail posting (8/09)

The Purchaser is responsible for posting and maintaining caution signs on the snowmobile trail prior to beginning operations during the snowmobile season (approximately December 1 to March 31). The trail 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

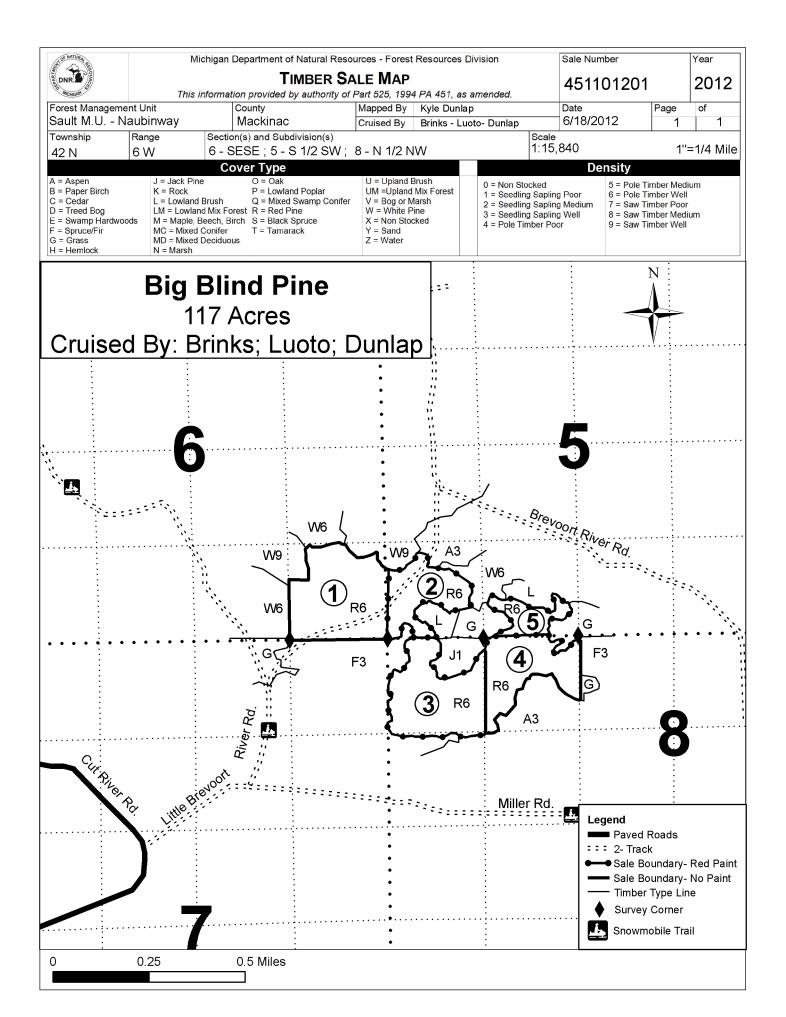
# 7.3 - Contract Modifications

# 7.3.1 - Emerald Ash Borer

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

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

Section Name: Sale Specific Current as of 7/30/2012 5:10:50PM



# TIMBER SALE INFORMATION

#### AIM HIGH MIX (45-115-10-01)

T43N, R06W, SEC. 08; T43N, R06W, SEC. 09; T44N, R06W, SEC. 04; T44N, R06W, SEC. 34.

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 | <b>ESTIMATED UNITS*</b> | <u>AD\</u> | ERTISED PRICE |
|--------------------|-------------------------|------------|---------------|
| Sawlogs            |                         |            |               |
| Sugar Maple        | 7.00 MBF                | \$         | 480.00 / MBF  |
| Pulpwood           |                         |            |               |
| Balsam Fir         | 145.00 Cords            | \$         | 18.55 / Cord  |
| Black Spruce       | 245.00 Cords            | \$         | 15.00 / Cord  |
| Misc. Sp.          | 17.00 Acres             | \$         | 25.00 / Acre  |
| Mixed Aspen        | 367.00 Cords            | \$         | 19.75 / Cord  |
| Mixed Hardwood     | 416.00 Cords            | \$         | 17.20 / Cord  |
| Paper Birch        | 307.00 Cords            | \$         | 12.55 / Cord  |

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$1,158.00:

| PRODUCTS & SPECIES | ESTIMATED UNITS* | ADVERTISED PRICE |              |  |
|--------------------|------------------|------------------|--------------|--|
| Pulpwood           |                  |                  |              |  |
| Jack Pine          | 25.00 Cords      | \$               | 27.60 / Cord |  |
| W. Spruce          | 39.00 Cords      | \$               | 12.00 / Cord |  |

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 11.68 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 \$3,000.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment 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                  | 21%                         |
| 02                  | 14%                         |
| 03                  | 15%                         |
| 04                  | 26%                         |
| 05                  | 10%                         |
| 06                  | 9%                          |
| 07                  | 2%                          |
| 08                  | 3%                          |
|                     |                             |

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 12/31/2016.

# **Sale Specific Conditions & Requirements**

Sale Name: Aim High Mix Sale Number: 45-115-10-01

#### 1 - Sale Area

#### 1.2 - Boundaries

# 1.2.1 - Painted boundaries (12/08)

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

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1, 2, 3 and 4, cut all Decidous 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. Cut all spruce and balsam that are four (4) inches or more in diameter measured at a point four and one-half (4-1/2) feet above ground level regardless of merchantability. In Units 1 and 3, do not cut White Pine or Red Pine. Also do not cut in green painted retention areas. In Unit 2, do not cut White Pine, Red Pine, Hemlock or Yellow Birch. Also do not cut green marked White Birch. In Unit 4, do not cut any cedar. In Unit 7 cut all trees 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.

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

Within Payment Unit(s) 5, 6 and 8, all trees are designated for cutting when marked with green or yellow paint above and below stump height, regardless of merchantability.

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

Note that Unit 7 is a grassy opening that has some roundwood in it. It is being sold on a per acre basis because of the limited volume of merchantable timber. The misc hardwood that is on the bid sheet are the 17 acres of the grassy opening.

# 2.2 - Utilization

# 2.2.11 - Chipping restriction (2/11)

If chipping occurs on this sale, then no woody debris present on the ground at the start of the sale may be chipped. In addition, 1/6 - 1/3 of the slash must remain onsite.

# 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. utilized or otherwise removed from the sale. 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. These requirements may be changed in an agreement between the sale administrator and the purchaser.

# 4.1.7 - Road closure (4/07)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. In general, this will require constructing a four (4') foot high berm constructed of stumps and logs covered with earth. The first fifty feet of the road will also be blocked with slash. Contact the sale administrator for specific details of design and placement.

#### 4.2 - Maintenance

# 4.2.1 - Hauling restriction (12/08)

Hauling may be restricted on forest roads by the Unit Manager or his/her representative. The restriction may occur during spring breakup.

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

#### 5.1.4 - Post-sale conference (6/11)

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

# 5.2 - Conduct of Operations

#### 5.2.2 - 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

# 5.2.3.1 - Operating restrictions (9/11)

Within Payment Unit(s) 5, 6 and 8, unless changed by written agreement, cutting, skidding, and hauling are not permitted during the period of May 1st to June 30th. This restriction is because of bark slippage.

# 5.2.3.2 - Operating restrictions (9/11)

Within Payment Unit(s) 2, 3 and 4, unless changed by written agreement, cutting, skidding, and hauling are limited to dry summer months or winter. This restriction is because of wet ground conditions.

# 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 Trout Lake - Brevort Motorcycle Trail is an ORV trail and is shown on the Timber Sale Map. Do not cut trees or damage posts with orange ORV markers. Maintain a 10 foot wide slash, debris, and rut free zone daily using the ORV trail or route as the centerline. Do not run equipment down the ORV trail or route.

# 5.2.41 - Snowmobile trail protection (9/11)

The Huckleberry Road and the Carp River Truck Trail are snowmobile trails and are 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. If the trail road is to be used for hauling during the snowmobile season, then a snow covered base must be left on the trail. No decking of forest products will be permitted along the snowmobile trail. All stumps within 10 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 and 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 Huckleberry Road and Carp River Truck 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

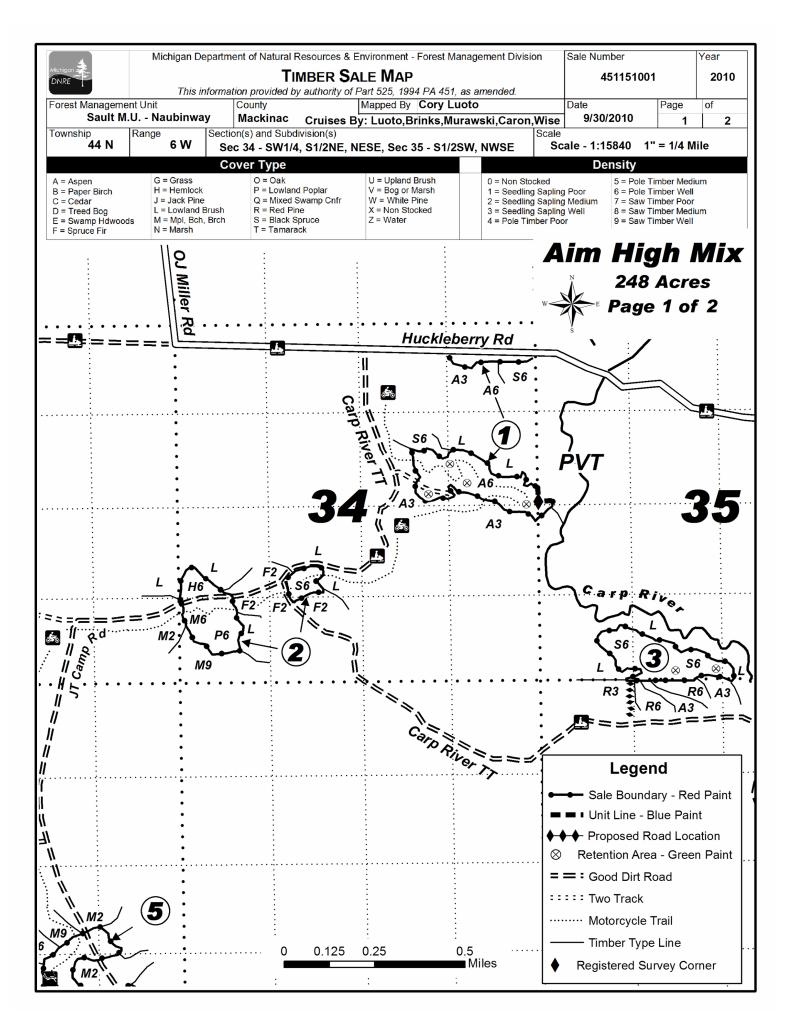
# 7.3 - Contract Modifications

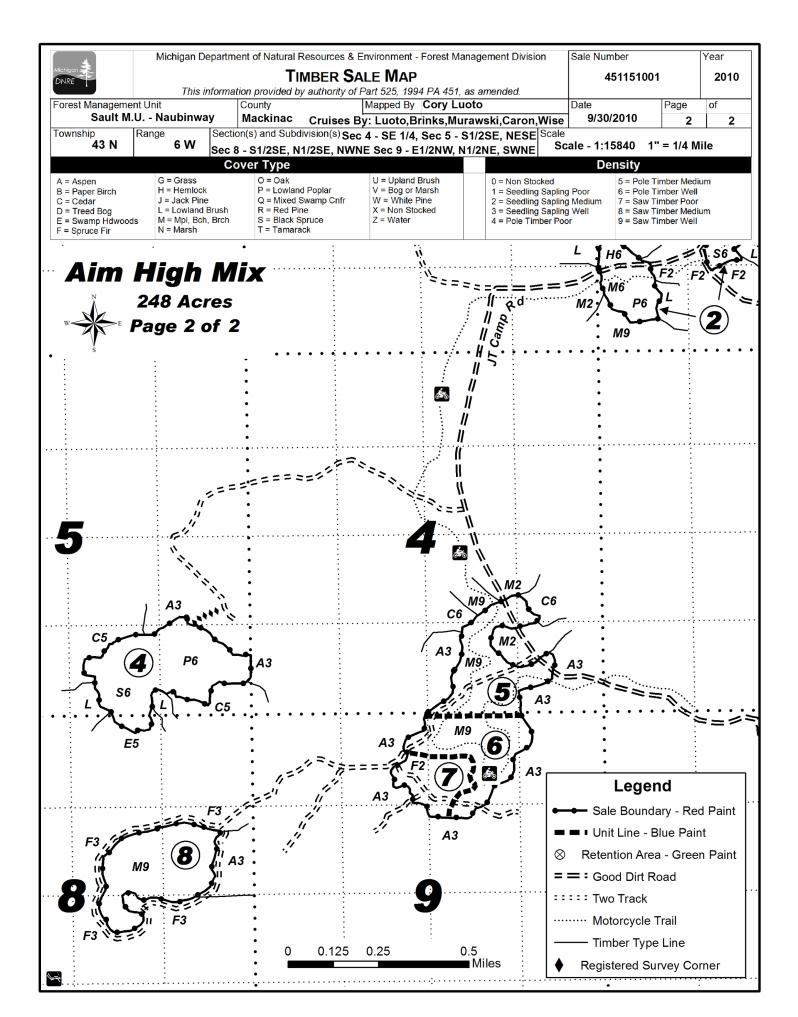
#### 7.3.1 - Emerald Ash Borer

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

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

Section Name: Sale Specific Current as of 9/14/2012 12:44:50PM





# **BID FORM**

SAULT STE MARIE MANAGEMENT UNIT NAUBINWAY OFFICE

# 416 SPRUCE (45-108-12-01) T43N, R06W, SEC. 16; T43N, R06W, SEC. 21, Mackinac County

In response to the notice of sale to be held 3:00 p.m. (local time) on November 8, 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 | <b>ESTIMATED</b> | ESTIMATED UNITS* |    | ERTISED PRICE | BID P | RICE   |
|--------------------|------------------|------------------|----|---------------|-------|--------|
| Pulpwood           |                  |                  |    |               |       |        |
| Mixed Aspen        | 38.00            | Cords            | \$ | 23.50 / Cord  | \$    | / Cord |
| Mixed Hardwood     | 57.00            | Cords            | \$ | 18.90 / Cord  | \$    | / Cord |
| Mixed Softwood     | 197.00           | Cords            | \$ | 19.40 / Cord  | \$    | / Cord |
| Paper Birch        | 55.00            | Cords            | \$ | 13.05 / Cord  | \$    | / Cord |

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 S | SECURITY NUMBE | ER: |  |  |  |  |
|--|---------------------------------|-------------|----------------|-----|--|--|--|--|
|  | Company or individua            | al 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 nu   | none number : Email (optional): |             |                |     |  |  |  |  |

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 12.45 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.



Title

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.

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

|      | VERIFICATION OF WO  | RKER'S DISABIL          | ITY COMPENS        | SATION 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 days of the contract award and prior to the  |                         |                    | tificate of Insurance must be submitted within 21 tract.                |  |  |  |  |
| •    | All Information must be typed or printed e  | except for written s    | signatures.        |   |  |  |  |  |
| Ple  | ease Check Appropriate Categories:  |                         |                    |   |  |  |  |  |
| 1.   | My business is organized as (you <b>must</b> A.   Sole Proprietorship (individual)  B.   Partnership  C.   Corporation  | check <u>one</u> of the | boxes below):      |   |  |  |  |  |
| 2.   | <ul> <li>You must check one of the boxes below:</li> <li>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.</li> <li>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).</li> <li>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.</li> </ul> |                         |                    |   |  |  |  |  |
| 3.   | If you have checked item 2(A) or 2(B), y than yourself, including family members  |                         |                    | <b>both</b> full-time and part-time employees, other u must enter "0"). |  |  |  |  |
|      | Full-time Er  | mployees                |                    | Part-time Employees   |  |  |  |  |
| Nam  | ne of Business  |                         | Federal ID (or) So | ocial Security No.  |  |  |  |  |
| Add  | ress  |                         | Telephone ( )      |   |  |  |  |  |
| City |   | State                   | ZIP                |   |  |  |  |  |
| occ  | ereby certify that the above information is<br>our in factors affecting my coverage during<br>Signature of Owner or Authorized Representative   |                         |                    | tify the Michigan DNRE of any changes that operations.                  |  |  |  |  |

Date

PRODUCTS & SPECIES

# **BID FORM**

SAULT STE MARIE MANAGEMENT UNIT **NAUBINWAY OFFICE** 

upon

**BID PRICE** 

# BIG BLIND PINE (45-110-12-01)

T42N, R06W, SEC. 05; T42N, R06W, SEC. 06; T42N, R06W, SEC. 08, Mackinac County

ADVERTISED PRICE

In response to the notice of sale to be held 3:00 p.m. (local time) on November 8, 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.

**ESTIMATED UNITS\*** 

| Pulpwood         |   |                  |                      |          |                       |                   |                          |        |
|------------------|---|------------------|----------------------|----------|-----------------------|-------------------|--------------------------|--------|
| Red              | Pine  | 360.00           | Cords                | \$       | 59.00 / Cord          | \$                | / Cord                   |        |
| n additio        | n, the successful bidder agre   | es to purchase   | the following specie | s at the | e indicated advertise | ed price for a to | otal value of \$223.75 : |        |
|                  | TS & SPECIES  | ESTIMATE         | <u>O UNITS*</u>      | ADVE     | RTISED PRICE          |                   |                          |        |
| Pulpwood<br>Jack |   | 5.00             | Cords                | \$       | 44.75 / Cord          |                   |                          |        |
|                  | I volume is statistically estim<br>ve bidders are urged to exan                                     | -                |                      | -        |                       |                   | nd not subject to adjus  | tment. |
| understar        | and that any or all bids may be<br>not that consideration and awant<br>and staffing subject to my o | arding a contrac | _                    |          |                       |                   |                          |        |
|                  | FEDERAL ID:   |                  | or SOCIAL SECUR      | ITY NU   | MBER:                 |                   |                          |        |
|                  | Company or individual bidd  | ing:             |                      |          |                       |                   |                          |        |
|                  | Company representative's r  | name:            |                      |          |                       |                   |                          |        |
|                  | Address:  |                  |                      |          |                       |                   |                          |        |
|                  | City:   |                  |                      |          |                       |                   |                          |        |
| F AVAIL          | ABLE, PLEASE PLACE THE  | PERSONALIZE      | ED LABEL FROM Y      | OUR F    | ROSPECTUS IN T        | HE ABOVE BO       | OX.                      |        |
| ndividual        | or company representative's   | s signature:     |                      |          |                       | Date:             |                          | -      |
| Phone nu         | mher ·  |                  | Email (ont           | tional). |                       |                   |                          |        |



Title

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.

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

|      | VERIFICATION OF WOR  | RKER'S DISABILI           | TY COM     | IPENSA        | TION ACT        | COMPLIA   | ANCE          |             |
|------|--|---------------------------|------------|---------------|-----------------|-----------|---------------|-------------|
| •    | 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 days of the contract award and prior to the   |                           |            |               |                 | ance must | t be submitte | d within 21 |
| •    | All Information must be typed or printed e   | xcept for written si      | gnatures.  | •             |                 |           |               |             |
| Ple  | ease Check Appropriate Categories:   |                           |            |               |                 |           |               |             |
| 1.   | My business is organized as (you <b>must</b> A.   Sole Proprietorship (individual)  B.   Partnership  C.   Corporation                       | check <u>one</u> of the I | ooxes be   | low):         |                 |           |               |             |
| 2.   | <ul> <li>A.</li></ul>  |                           |            |               |                 |           |               |             |
|      | than yourself, including family members Full-time Er   | ,                         | rs (if non | e, you m<br>— | nust enter "(   | *         | time Employe  | es          |
| Nam  | ne of Business   |                           | Federal ID | (or) Social   | al Security No. |           |               |             |
| Addı | ress   |                           | Telephone  | )             |                 |           |               |             |
| City |  | State                     | ZIP        |               |                 |           |               |             |
| occ  | ereby certify that the above information is<br>our in factors affecting my coverage durin<br>Signature of Owner or Authorized Representative |                           |            |               |                 | an DNRE   | of any chan   | iges that   |
|      |  |                           |            |               |                 |           |               |             |

Date

# **BID FORM**

# AIM HIGH MIX (45-115-10-01)

T43N, R06W, SEC. 08; T43N, R06W, SEC. 09; T44N, R06W, SEC. 04; T44N, R06W, SEC. 34, Mackinac County

In response to the notice of sale to be held 3:00 p.m. (local time) on November 8, 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 | <u>ESTIMATEI</u> | D UNITS* | AD\ | VERTISED PRICE | BID PI | RICE   |
|--------------------|------------------|----------|-----|----------------|--------|--------|
| Sawlogs            |                  |          |     |                |        |        |
| Sugar Maple        | 7.00             | MBF      | \$  | 480.00 / MBF   | \$     | / MBF  |
| Pulpwood           |                  |          |     |                |        |        |
| Balsam Fir         | 145.00           | Cords    | \$  | 18.55 / Cord   | \$     | / Cord |
| Black Spruce       | 245.00           | Cords    | \$  | 15.00 / Cord   | \$     | / Cord |
| Misc. Sp.          | 17.00            | Acres    | \$  | 25.00 / Acre   | \$     | / Acre |
| Mixed Aspen        | 367.00           | Cords    | \$  | 19.75 / Cord   | \$     | / Cord |
| Mixed Hardwood     | 416.00           | Cords    | \$  | 17.20 / Cord   | \$     | / Cord |
| Paper Birch        | 307.00           | Cords    | \$  | 12.55 / Cord   | \$     | / Cord |
|                    |                  |          |     |                |        |        |

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$1,158.00:

| PRODUCTS & SPECIES | ESTIMATED UNITS* | AD\ | /ERTISED PRICE |
|--------------------|------------------|-----|----------------|
| Pulpwood           |                  |     |                |
| Jack Pine          | 25.00 Cords      | \$  | 27.60 / Cord   |
| W. Spruce          | 39.00 Cords      | \$  | 12.00 / Cord   |

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 11.68 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:          |  |  |
| AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX. |                                |                |               |  |  |
| ndividual or company representative's signature: Date:                                |                                |                |               |  |  |
| Phone nu  | one 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.

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

|   | 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.  |   |  |  |  |
| Ple   | Please Check Appropriate Categories:   |   |  |  |  |
| 1.  | <ul> <li>My business is organized as (you must check one of the boxes below):</li> <li>A. Sole Proprietorship (individual)</li> <li>B. Partnership</li> <li>C. Corporation</li> </ul>                          |   |  |  |  |
| <ol> <li>You must check one of the boxes below:         <ul> <li>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.</li> <li>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).</li> <li>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.</li> </ul> </li> <li>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").</li> </ol> |  |   |  |  |  |
|   | Full-time Employees  | Part-time Employees                             |  |  |  |
| Nam   | Name of Business Federal I   | O (or) Social Security No.                      |  |  |  |
|   | Address Telephor (   | e<br>)  |  |  |  |
| City  | City State ZIP   |   |  |  |  |
| I he  | I hereby certify that the above information is true and correct. I agree   | to notify the Michigan DNRE of any changes that |  |  |  |

Date

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

Signature of Owner or Authorized Representative

Title