

### DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

#### **TIMBER SALE PROSPECTUS #4821**

SCHEDULED SALE DATE AND TIME: 3:00 p.m. (local time) on April 2, 2013. 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:

FIRE AND ICE MIX (45-106-12-01) / T42N, R06W, SEC. 06, NW1/4,N1/2SW,SESW,W1/2E1/2. T42N, R06W, SEC. 07, N1/2NE.

Mackinac County, Advertised Price \$7,882.30, 92.0 Acres

SALE NOTE: Payment unit 2 contains very little merchantable timber. The purchaser may cut out any round wood present in the unit then the rest must be cut and chipped.

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.

SCRAMBLED GROUSE HARDWOOD (45-113-12-01) / T44N, R07W, SEC. 07, S1/2SW, SWSE.

T44N, R07W, SEC. 18, N1/2NW, SENW, NE1/4, SWSW.

T44N, R08W, SEC. 12, E1/2SW.

Mackinac County, Advertised Price \$79,485.39, 148.0 Acres

SALE NOTE: Unit 5b has little merchantable wood and is being cut to maintain an opening. It is recommended but NOT required that all the wood in this unit be cut and chipped. If chipping is not possible all trees in the unit can be cut and piled.

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.

<u>HALF ASPEN</u> (45-103-11-01) / T42N, R06W, SEC. 09, SE1/4, E1/2SW, SENW, SWNE. Mackinac County, Advertised Price \$16,236.05, 66.0 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. 10/18/2012):

#### 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 April 2, 2013. 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 (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 (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

#### FIRE AND ICE MIX (45-106-12-01)

T42N, R06W, SEC. 06; T42N, R06W, SEC. 07.

Mackinac County (Advertised Price \$7,882.30)

SALE NOTE: Payment unit 2 contains very little merchantable timber. The purchaser may cut out any round wood present in the unit then the rest must be cut and chipped.

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>	ERTISED PRICE
Sawlogs			
White Pine	19.70 MBF	\$	39.00 / MBF
Pulpwood			
Balsam Fir	37.00 Cords	\$	14.10 / Cord
Misc. Sp.	55.00 Acres	\$	10.00 / Acre
Mixed Aspen	58.00 Cords	\$	21.55 / Cord
Paper Birch	54.00 Cords	\$	13.95 / Cord
W. Spruce	106.00 Cords	\$	13.00 / Cord
White Pine	178.00 Cords	\$	14.95 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 12.54 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 \$800.00 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 93%

02 7%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2016.

#### Sale Specific Conditions & Requirements

Sale Name: Fire And Ice Mix Sale Number: 45-106-12-01

#### 1 - Sale Area

#### 1.2 - Boundaries

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

The sale boundary is marked and identified by red. Exterior sale boundary lines against state are marked with red paint.

#### 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 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 GREEN MARKED WHITE PINE OR PAPER BIRCH.

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

Note that payment unit 2 contains very little merchantable timber and is being sold on a per acre basis as miscellaneous pulp.

#### 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. 1/3 - 1/6 of the tops must be left on site.

#### 4 - Transportation

#### 4.1 - Construction

#### 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.

#### 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. Also the bridge on the sale road may not be used for trucking or equipment traffic.

#### 5 - Operations

#### 5.1 - Notification

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

A pre-sale conference on site or in the office between the Purchaser and sale administrator is required prior to beginning any operations a Payment Unit to determine landing and road locations. 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

#### 5.2.2 - 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

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

It is recommended, but not required, that within Payment Unit(s) 1, cutting, skidding, and hauling occur during dry summer or frozen winter conditions. The reason for the recommendation is because of low ground and wet 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 Prout Road 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 for hauling, it must be graded to the satisfaction of the Unit Manager or his/her representative prior to December 1st. The snowmobile trail may not be used for any timber sale operaions from December 1st to March 31st unless authorized by the unit manager or his/her representative. 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.

#### 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 snowmobile trail prior to beginning operations during the snowmobile season (approximately December 1 to March 31). The trail must be posted 200 feet 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 11/1/2012 11:00:01AM

Michigan Department of Natural Resources - Forest Management Division

TIMBER SALE MAP

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

45-106-12-01

Density

Sale Number

2012

Forest Management Unit Date County Mapped By Brinks 4/10/2012 Sault Ste. Marie/ Naubinway Mackinac Cruised By Brinks, Luoto Section(s) and Subdivision(s) Scale

U = Upland Brush

UM = Upland Mixed

Range 6W Township 42N Sec. 7 N1/2NE Sec. 6 NW1/4, N1/2SW, SESW, W1/2E1/2

1 inch = 1/4 mile 1:15,840

A = Aspen B = Paper Birch

H = Hemlock J = Jack Pine C = Cedar D = Treed Bog

L = Lowland Brush LM = Lowland Mixed M = Mpl, Bch, Brch MC = Mixed Conifer E = Swamp Hdwoods F = Spruce Fir MD = Mixed Decidious G = Grass

**Cover Type** N = Marsh O = Oak

T = Tamarack

P = Lowland Poplar Q = Mixed Swamp Conifer R = Red Pine

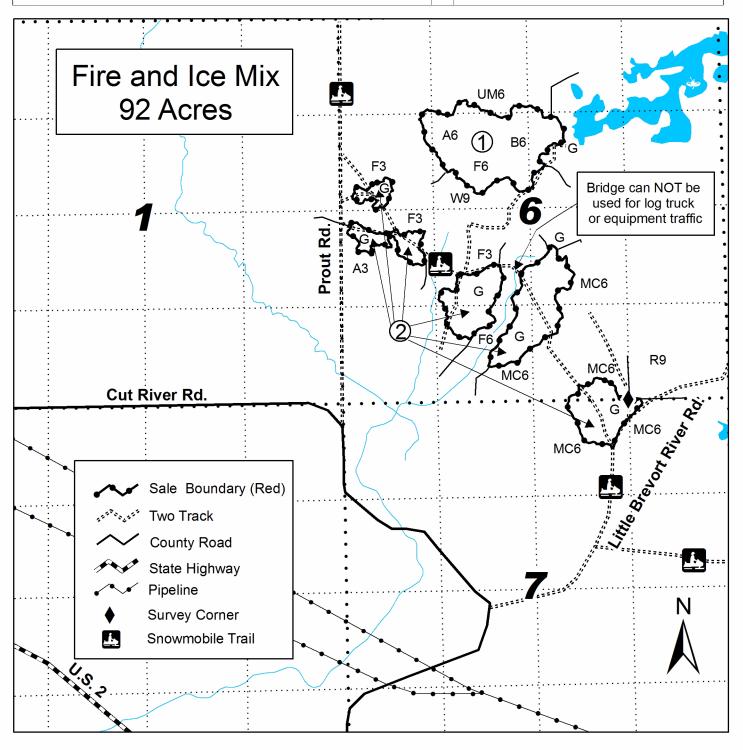
= Bog or Marsh W = White Pine = Non Stocked S = Black Spruce = Water

0 = Non Stocked

1 = Seedling Sapling Poor 2 = Seedling Sapling Medium 3 = Seedling Sapling Well 4 = Pole Timber Poor

5 = Pole Timber Medium 6 = Pole Timber Well 7 = Saw Timber Poor

8 = Saw Timber Medium 9 = Saw Timber Well



#### TIMBER SALE INFORMATION

#### SCRAMBLED GROUSE HARDWOOD (45-113-12-01)

T44N, R07W, SEC. 07; T44N, R07W, SEC. 18; T44N, R08W, SEC. 12.

Mackinac County (Advertised Price \$79,485.39)

SALE NOTE: Unit 5b has little merchantable wood and is being cut to maintain an opening. It is recommended but NOT required that all the wood in this unit be cut and chipped. If chipping is not possible all trees in the unit can be cut and piled.

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	<b>ESTIMATED UNITS*</b>	ADV	ERTISED PRICE
Sawlogs			
Sugar Maple	62.90 MBF	\$	777.00 / MBF
Pulpwood			
Mixed Hardwood	759.00 Cords	\$	30.40 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$7,538.49:

PRODUCTS & SPECIES	<b>ESTIMATED UNITS*</b>	AD\	ERTISED PRICE
Sawlogs			
Black Cherry	0.80 MBF	\$	209.00 / MBF
Red Maple	15.50 MBF	\$	141.00 / MBF
Red Pine	8.80 MBF	\$	188.00 / MBF
Pulpwood			
Misc. Sp.	21.00 Acres	\$	10.00 / Acre
Mixed Aspen	4.30 Cords	\$	30.70 / Cord
Mixed Softwood	25.00 Cords	\$	21.40 / Cord
Paper Birch	34.30 Cords	\$	19.25 / Cord
Red Pine	25.50 Cords	\$	78.20 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 10.60 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 \$8,000.00 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	11%
02	13%
03	25%
04	41%
05	10%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2016.

#### **Sale Specific Conditions & Requirements**

Sale Name: Scrambled Grouse Hardwood Sale Number: 45-113-12-01

#### 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, green and yellow paint along with forest roads. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red or green 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

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

Within Payment Unit(s) 1c and 5b, 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 unit 1c leave a scattered healty, mature aspen, white pine or birch spaced every 75 feet.

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

Within Payment Unit(s) 1, 2, 3, 4, 5, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. The northern two portions of unit 1 are marked for a selection harvest.

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

Note that payment unit 6 contains very little merchantable timber and is being sold on a per acre basis as miscellaneous pulp.

#### 2.2 - Utilization

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

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

#### 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. 1/3-1/6 of the tops must be left onsite.

#### 3 - Payments

#### 3.3 - Pre-measured Sales

#### 3.3.4 - Dividing payment units (12/08)

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

#### 4 - Transportation

#### 4.1 - Construction

#### 4.1.6 - 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. 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

#### 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 blue paint line.

#### 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 and 50 feet from the cleared right-of-way of Dinkey Line Rd.

#### 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) 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.

#### 5.4 - 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.

#### 7 - Other Conditions

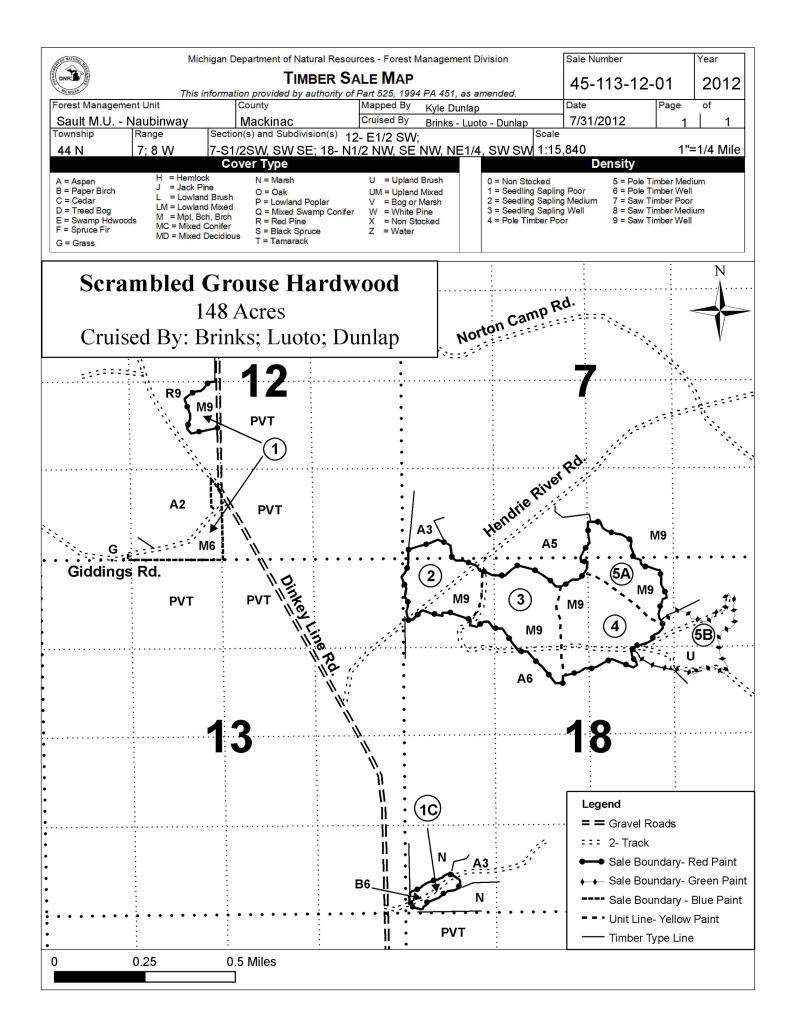
#### 7.3 - Contract Modifications

#### 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 11/8/2012 2:34:45PM



#### TIMBER SALE INFORMATION

#### HALF ASPEN (45-103-11-01)

T42N, R06W, SEC. 09.

Mackinac County (Advertised Price \$16,236.05)

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>ADVI</u>	ERTISED PRICE
Pulpwood			
Balsam Fir	64.00 Cords	\$	16.20 / Cord
Jack Pine	121.00 Cords	\$	25.05 / Cord
Mixed Aspen	233.00 Cords	\$	26.10 / Cord
Mixed Hardwood	96.00 Cords	\$	22.50 / Cord
W. Spruce	107.00 Cords	\$	23.30 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$1,433.80:

PRODUCTS & SPECIES	ESTIMATED UNITS*	AD\	/ERTISED PRICE
Sawlogs			
Paper Birch	2.90 MBF	\$	138.00 / MBF
Red Maple	1.50 MBF	\$	97.00 / MBF
Red Pine	0.80 MBF	\$	117.00 / MBF
Pulpwood			
Black Spruce	26.00 Cords	\$	20.25 / Cord
Red Pine	5.00 Cords	\$	53.60 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 9.36 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 **\$1,500.00** 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 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	35%
02	35%
03	9%
04	21%

- 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: Half Aspen Sale Number: 45-103-11-01

#### 1 - Sale Area

#### 1.2 - Boundaries

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

The sale boundary is marked and identified by red paint and blue paint along private land. Do not cut red or blue painted boundary trees.

#### 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. Do not cut White Pine, Red Pine or Red Oak. Also do not cut in green painted retention areas in Unit 4.

#### 2.2 - Utilization

#### 2.2.9 - No chipping permitted (12/08)

Within Payment Unit(s) 1, 2, 3, and 4, all wood must be removed by whole tree, tree segment, or roundwood. No chipping is permitted.

#### 2.4 - Special Protection

#### 2.4.1 - Leave trees (1/09)

Leave scattered, healthy, mature spruce, black cherry, aspen and paper birch spaced evenly every 75ft (8 inch or greater DBH).

#### 2.4.3 - Reserve areas (1/09)

The Purchaser shall protect reserve areas from damage by the Purchaser's operations. Reserve areas are marked with a green boundary line in Unit 4. The Purchaser shall not cut live or dead trees within reserve areas. If the Purchaser's operations have cut or damaged reserve areas through carelessness, the Purchaser shall pay for each acre or part thereof cut or damaged. Such payment does not constitute ownership of the undesignated timber.

#### 3 - Payments

#### 3.3 - Pre-measured Sales

#### 3.3.4 - Dividing payment units (12/08)

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

#### 4 - Transportation

#### 4.1 - Construction

#### 4.1.3 - 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.

#### 4.1.6 - 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 (4/07)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing a four (4') foot high berm constructed of

stumps and logs covered with earth and distributing slash and stumps on the road for twenty (20') feet behind the berm. These roads must be rendered impassable to cars and trucks. Contact the sale administrator for specific design and placement details.

#### 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 (12/08)

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations. The Unit Manager or his/her representative must be contacted at least 5 days in advance to schedule the conference.

#### 5.1.4 - Post-sale conference (9/09)

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

#### 5.2.1.2 - 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 and from the blue private boundary 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.

#### 5.2.3 - Operating Restrictions

#### 5.2.3.1 - Operating restrictions (12/08)

Within Payment Unit(s) 1, 2, 3 and 4, unless changed by written agreement, cutting, skidding, and hauling are limited to the period of May 1st to December 15th. This restriction is because of snowmobile trail protection.

#### 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 (8/09)

The Miller Road 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 15th. All stumps within 20 feet of the snowmobile trail must be cut at ground level.

#### 5.4 - Soil Protection

#### 5.4.1 - Rutting restriction, general (1/09)

Operations are to cease immediately if equipment and weather conditions result in rutting of roads 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.

#### 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 7/5/2012 3:03:46PM

#### Michigan Department of Natural Resources - Forest, Mineral & Fire Management SALE NUMBER YEAR TIMBER SALE MAP 2011 45-103-11-01 This information is provided by authority of Part 525 of Act 451, PA 1994, as amended. FOREST MANAGEMENT UNIT COUNTY MAPPED BY Brinks DATE PAGE 1 OF 1 Sault Sainte Marie / Naubinway Mackinac CRUISED BY Brinks, Edison, Luoto 4-4-2011 RANGE TOWNSHIP SECTION(S) AND SUBDIVISION(S) SE1/4, E1/2SW, SENW, SWNE 1 inch = 1/4 mile 1:15,840 T42N R6W Sec. 9 Cover Type Density A = Aspen H = Hemlock P = Lowland Poplar V = Bog or Marsh 0 = Non Stocked 5 = Pole Timber Medium B = Paper Birch J = Jack Pine Q = Mixed Swamp Cnfr W = White Pine 1 = Seedling Sapling Poor 6 = Pole Timber Well C = Cedar L = Lowland Brush R = Red Pine X = Non Stocked 2 = Seedling Sapling Medium 7 = Saw Timber Poor E = Swamp Hdwoods M = Mpl, Bch, Brch S = Black Spruce Z = Water 3 = Seedling Sapling Well 8 = Saw Timber Medium F = Spruce Fir N = Marsh T = Tamarack 4 = Pole Timber Poor 9 = Saw Timber Well G = Grass O = Oak U = Upland Brush R6 Miller Rd. М6 **A3** J5 Α6 М9 Schoolhouse Rd Half Aspen 66 Acres Sale Boundary (Red) Reserve Area (Green) Dump Rd. Property Line (Blue) **Gravel Road** County Road Gas line Survey Corner Snowmobile Trail Worth Rd. U.S. 2

#### **BID FORM**

SAULT STE MARIE MANAGEMENT UNIT NAUBINWAY OFFICE

## FIRE AND ICE MIX (45-106-12-01) T42N, R06W, SEC. 06; T42N, R06W, SEC. 07, Mackinac County

In response to the notice of sale to be held 3:00 p.m. (local time) on April 2, 2013, 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>ESTIMATED</u>	ESTIMATED UNITS*		ERTISED PRICE	BID PI	RICE
Sawlogs						
White Pine	19.70	MBF	\$	39.00 / MBF	\$	/ MBF
Pulpwood						
Balsam Fir	37.00	Cords	\$	14.10 / Cord	\$	/ Cord
Misc. Sp.	55.00	Acres	\$	10.00 / Acre	\$	/ Acre
Mixed Aspen	58.00	Cords	\$	21.55 / Cord	\$	/ Cord
Paper Birch	54.00	Cords	\$	13.95 / Cord	\$	/ Cord
W. Spruce	106.00	Cords	\$	13.00 / Cord	\$	/ Cord
White Pine	178.00	Cords	\$	14.95 / Cord	\$	/ Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 12.54 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 SI	ECURITY NUMBER:	<u>-</u>				
	Company or individual bidding:							
	Company representative's name:							
	Address:							
	City:	State:	Zip:					
F AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.								
Individual	or company representative's signat	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.

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

•	This verification must be completed and submitted within 21 sale contract.	days of contract award and prior to the issuance of the timber
•	In addition, if boxes 2B or 2C are checked, then Notice of Exc days of the contract award and prior to the issuance of the tir	clusion or Certificate of Insurance must be submitted within 21 mber sale contract.
•	All Information must be typed or printed except for written sig	natures.
Ple	ease Check Appropriate Categories:	
1.	My business is organized as (you <b>must</b> check <u>one</u> of the b  A. ☐ Sole Proprietorship (individual)  B. ☐ Partnership  C. ☐ Corporation	oxes below):
2.	You must check one of the boxes below:	
	<ul> <li>I certify that my business is a sole proprietorship and it is Worker's Compensation Laws.</li> </ul>	nas no employees but the sole proprietor. I am not subject to the
	Notice of Exclusion (BWC-337, Rev. 5/96). I will provide	the Worker's Compensation Act through the use of an approved a copy of the Notice of Exclusion within 21 days of the contract call the Worker's Compensation Bureau at 517-322-1195).
	C.   I certify that my business has a Worker's Compensation days of the contract award.	Policy. I will provide an original Certificate of Insurance within 21
3.	If you have checked item 2(A) or 2(B), you <b>must</b> indicate than yourself, including family members and active partner	ne number of <b>both</b> full-time and part-time employees, other s (if none, you must enter "0").
	Full-time Employees	Part-time Employees
Nam	ne of Business	Federal ID (or) Social Security No.
Addr	iress	Telephone ( )
City	State	ZIP
I he	ereby certify that the above information is true and correct.	I agree to notify the Michigan DNRE of any changes that

VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

Date

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

Signature of Owner or Authorized Representative

Title

SAULT STE MARIE MANAGEMENT UNIT NAUBINWAY OFFICE

#### SCRAMBLED GROUSE HARDWOOD (45-113-12-01)

T44N, R07W, SEC. 07; T44N, R07W, SEC. 18; T44N, R08W, SEC. 12, Mackinac County

In response to the notice of sale to be held 3:00 p.m. (local time) on April 2, 2013, 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.

rejected.								
PRODUC Sawlogs	TS & SPECIES	<u>ESTIMATEI</u>	O UNITS*	AD\	/ERTISED PRICE	BID PRIC	<u>E</u>	
Suga	r Maple	62.90	MBF	\$	777.00 / MBF	\$	/ MBF	
Pulpwood								
Mixed	d Hardwood	759.00	Cords	\$	30.40 / Cord	\$	/ Cord	
n additior	n, the successful bidder agre	es to purchase	the following specie	es at t	he indicated advertis	sed price for a total	value of \$7,538.49 :	
PRODUC	TS & SPECIES	<u>ESTIMATEI</u>	<u>O UNITS*</u>	AD\	/ERTISED PRICE			
Sawlogs								
	Cherry		MBF	\$	209.00 / MBF			
	Maple	15.50		\$	141.00 / MBF			
Red I		8.80	MBF	\$	188.00 / MBF			
Pulpwood								
Misc.	•		Acres	\$	10.00 / Acre			
	d Aspen		Cords	\$	30.70 / Cord			
Mixed	d Softwood	25.00	Cords	\$	21.40 / Cord			
	r Birch	34.30	Cords	\$	19.25 / Cord			
Red I	Pine	25.50	Cords	\$	78.20 / Cord			
Prospectiv understa understan	I volume is statistically estimate bidders are urged to examind that any or all bids may be that consideration and away that staffing subject to my or and staffing subject su	nine this timber be rejected. All larding a contrac	and to make their o	wn es	stimates of quantity a	and quality. bid or the bid form	n may be rejected. I also	)
	FEDERAL ID: Company or individual bidd Company representative's i	ing:						
	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 (ontional):		



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 CO	VIPE	ENSATION 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.				
PΙε	ease Check Appropriate Categories:				
1.	<ol> <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> </ol>				
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				er of <b>both</b> full-time and part-time employees, other you must enter "0").
	Full-time Er	mployees			Part-time Employees
Nam	ne of Business		Federal I	D (or)	or) Social Security No.
Address		Telephor	Telephone ( )		
City		State	ZIP		
000	ereby certify that the above information is our in factors affecting my coverage during Signature of Owner or Authorized Representative				notify the Michigan DNRE of any changes that ure operations.

Date

EEDEDAI ID:

#### **BID FORM**

SAULT STE MARIE MANAGEMENT UNIT
NAUBINWAY OFFICE

## HALF ASPEN (45-103-11-01) T42N, R06W, SEC. 09, Mackinac County

In response to the notice of sale to be held 3:00 p.m. (local time) on April 2, 2013, 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*	ADVERTISED PRICE		BID PI	RICE
Pulpwood						
Balsam Fir	64.00	Cords	\$	16.20 / Cord	\$	/ Cord
Jack Pine	121.00	Cords	\$	25.05 / Cord	\$	/ Cord
Mixed Aspen	233.00	Cords	\$	26.10 / Cord	\$	/ Cord
Mixed Hardwood	96.00	Cords	\$	22.50 / Cord	\$	/ Cord
W. Spruce	107.00	Cords	\$	23.30 / Cord	\$	/ Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$1,433.80:

PRODUCTS & SPECIES	<u>ESTIMATEI</u>	ESTIMATED UNITS*		ADVERTISED PRICE		
Sawlogs						
Paper Birch	2.90	MBF	\$	138.00 / MBF		
Red Maple	1.50	MBF	\$	97.00 / MBF		
Red Pine	0.80	MBF	\$	117.00 / MBF		
Pulpwood						
Black Spruce	26.00	Cords	\$	20.25 / Cord		
Red Pine	5.00	Cords	\$	53.60 / Cord		

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 9.36 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.

OF SOCIAL SECURITY NUMBER

		0, 000, 12 020		
	Company or individual bidding:			
	Company representative's name:			
	Address:			
	City:	State:	Zip:	
F AVAIL	ABLE, PLEASE PLACE THE PERSOI	NALIZED LABEL FROM	I YOUR PROSPECTUS IN T	THE ABOVE BOX.
ndividual	or company representative's signatur	e:		Date:
Phone nu	mber:	Email (	optional):	



Address

Title

City

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:	

•	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	ease Check Appropriate Categories:				
1.	My business is organized as (you <b>must</b> check <u>one</u> of the boxes below):  A.   Sole Proprietorship (individual)  B.   Partnership  C.   Corporation				
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), you <b>must</b> indicate the number of <b>both</b> 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				
Nam	e of Business Federal ID (or) Social Security No.				

VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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.

Telephone

ZIP

Signature of Owner or Authorized Representative

State

Date