

## DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

#### **TIMBER SALE PROSPECTUS #5424**

SCHEDULED SALE DATE AND TIME: 3:00 p.m. (local time) on July 9, 2015.
LOCATION: NEWBERRY MGMT UNIT, PO BOX 428, 5666 STATE HWY M-123, NEWBERRY, MI 49868.

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, NEWBERRY MANAGEMENT UNIT, for certain timber on the following described lands:

CHUCKS PLACE JACK PINE (42-008-15-01) / T47N, R09W, SEC. 29, SWSW.

T47N, R09W, SEC. 30, E1/2SE.

T47N, R09W, SEC. 31, NENE.

T47N, R09W, SEC. 32, W1/2 OF SECTION, NWSE, S1/2SE.

Luce County, Advertised Price \$81,516.25, 154.0 Acres

SALE NOTE: Access to the sale is through private land. Permission for access is the responsibility of the Purchaser and will need to be provided in writing and accompany the bid AT THE BID OPENING.

The creek crossing between Payment Units 3 and 5 may require the installation of a portable bridge. See sale specification 4.1.2.

Harvesting is limited to the period of April 15 to December 15 due to low ground nature. However, this condition may be waived if sale specification 2.2.3 can be followed.

Access may be through private land.

RIGHT ON THE SKYLINE (42-013-15-01) / T47N, R09W, SEC. 27, W1/2SW.

T47N, R09W, SEC. 28, SE1/4.

T47N, R09W, SEC. 33, NE1/4.

Luce County, Advertised Price \$44,574.50, 115.0 Acres

SALE NOTE: Within Payment Units 2 and 3, harvesting is limited to the period of December 15 to March 15 due to low ground and wet soil types.

<u>HUNTERS TRAIL LOWLAND</u> (42-017-15-01) / T47N, R09W, SEC. 31, W1/2NW, SENW, W1/2SW, NESW. T47N, R10W, SEC. 36, E1/2 OF SECTION.

Luce County, Advertised Price \$147,076.15, 328.0 Acres

SALE NOTE: Access to the sale is through private land. Permission for access is the responsibility of the Purchaser and will need to be provided in writing and accompany the bid AT THE BID OPENING.

Harvesting is limited to the period of December 15 to April 1 due to low ground nature.

Access may be through private land.

#### BID INSTRUCTIONS (VER. 10/01/2014):

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

Bids must be received by the Unit Manager, NEWBERRY OFFICE, PO BOX 428 5666 STATE HWY M-123, NEWBERRY, MI 49868, no later than 3:00 p.m. (local time) on July 9, 2015. For further information concerning this sale, contact Keith Magnusson at 906-293-3293 extension 4740.

#### 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 (6/13)

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

If a bidder, present at a bid opening, has submitted bids on more than one sale, that bidder may withdraw their unopened bid envelopes after being declared the successful bidder on one sale.

#### 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 (9/14)

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 expiration 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 (10/14)

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-SF5. Forest products from this sale may be delivered to the mill as "FSC 100% and / or SFI certified" as long as the contractor hauling the forest products is chain-of-custody (COC) certified or covered under a COC certificate from the destination mill. The purchaser is responsible for maintaining COC after leaving the sale area.

KEITH CREAGH Director

#### TIMBER SALE INFORMATION

#### CHUCKS PLACE JACK PINE (42-008-15-01)

T47N, R09W, SEC. 29; T47N, R09W, SEC. 30; T47N, R09W, SEC. 31; T47N, R09W. SEC. 32.

SALE NOTE: Access to the sale is through private land. Permission for access is the responsibility of the Purchaser and will need to be provided in writing and accompany the bid AT THE BID OPENING.

The creek crossing between Payment Units 3 and 5 may require the installation of a portable bridge. See sale specification 4.1.2.

Harvesting is limited to the period of April 15 to December 15 due to low ground nature. However, this condition may be waived if sale specification 2.2.3 can be followed.

Access may be through private land.

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

| PRODUCTS & SPECIES | ESTIMATED UNITS* | <u>ADV</u> | ERTISED PRICE |
|--------------------|------------------|------------|---------------|
| Pulpwood           |                  |            |               |
| Black Spruce       | 1,026.00 Cords   | \$         | 25.65 / Cord  |
| Jack Pine          | 957.00 Cords     | \$         | 53.45 / Cord  |

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$4,047.70:

| PRODUCTS & SPECIES | <b>ESTIMATED UNITS*</b> | <u>ADV</u> | ERTISED PRICE |
|--------------------|-------------------------|------------|---------------|
| Pulpwood           |                         |            |               |
| Mixed Aspen        | 43.00 Cords             | \$         | 28.95 / Cord  |
| Mixed Hardwood     | 22.00 Cords             | \$         | 26.95 / Cord  |
| Mixed Softwood     | 9.00 Cords              | \$         | 25.05 / Cord  |
| Tamarack           | 90.00 Cords             | \$         | 22.05 / Cord  |

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 12.97 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 **\$4,100.00** to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 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                  | 17%                         |
| 02                  | 16%                         |
| 03                  | 16%                         |
| 04                  | 17%                         |
| 05                  | 3%                          |
| 06                  | 14%                         |
| 07                  | 13%                         |
| 08                  | 4%                          |

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 12/31/2018.

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

Sale Name: Chucks Place Jack Pine Sale Number: 42-008-15-01

#### 1 - Sale Area

#### 1.2 - Boundaries

#### 1.2.1 - Painted boundaries (1/14)

The sale boundary and Payment Unit boundaries are marked and identified by blue, red, and green paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with green paint. Green painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid.

Payment Unit 1 has green painted leave trees throughout the unit. DO NOT cut any trees marked with green paint withing Payment Unit 1.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

#### 2.1.2 - Clearcut unit(s) w/o unmerchantable trees (8/11)

Within Payment Unit(s) 1 - 8, cut all jack pine, black spruce, tamarack, aspen, mixed softwood, and mixed hardwood trees which meet minimum piece specifications in 2.2 Utilization. DO NOT CUT any white pine, red pine, hemlock, or oak.

In Payment Unit 1, DO NOT cut any trees marked with green paint.

In Payment Unit 6, there are pockets of dense red pine with white pine. In the areas of red pine and white pine, leave one (1) mature red pine or white pine spaced every 30 feet. All harvested red pine and white pine will be decked separately and scaled by the sale administrator prior to hauling from Payment Unit. These volumes will be paid for at the current average district price at the time of harvest. This will be further discussed at the pre-sale conference.

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

Note that mixed aspen includes quaking and big tooth. Mixed hardwood pulp includes red maple and white birch. Mixed softwood pulp includes balsam and cedar.

#### 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 scarification/reforestation operations. A written waiver of this requirement may be obtained if wet summer weather makes winter logging necessary.

#### 3 - Payments

#### 3.3 - Pre-measured Sales

#### 3.3.4 - Dividing payment units (7/14)

Payment Unit(s) 1 - 4, 6, and 7 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. There will be only one division per Payment Unit.

#### 4 - Transportation

#### 4.1 - Construction

#### 4.1.2 - Stream crossings, specific (3/11)

The creek crossing between Payment Units 3 and 5 may require the installation of a portable bridge, over the top of the existing bridge, in order to provide ample reinforcement for hauling. The portable bridge may be borrowed from the DNR. This installation will be performed in accordance with the specifications on the appropriate permits which shall be provided by the DNR.

#### 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.

Road construction may be limited within certain Payment Units due to topography (narrow ridges). Some increased skidding lengths may be required in these Payment Units. All road construction must be pre-approved by the sale administrator.

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

All new roads built into the sale must be blocked to vehicle traffic within 30 days of completion of hauling. Overgrown and/or abandoned 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 at the beginning of any new road course. Stumps and brush must be placed along the road course for a minimum of 200 feet, effectively obliterating it. These roads must be rendered completely impassable to cars, trucks, and ORV's. Stumps from road building and landing construction can be reserved to meet the above road closure specifications. 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 at any time that the weather is not conducive to hauling without excessive damage to the roads or sale area.

#### 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.

#### 4.4 - Access

#### 4.4.1 - Private property access (3/11)

Permission for access across private land is the responsibility of the Purchaser. A copy of the written permission from the private landowner(s) adjacent to the sale must be given to the Unit Manager on the day of the bid opening. Permission to cross private land must include access for DNR representatives to inspect the sale at any time as well as for regeneration activities following the harvest and sale closure.

#### 4.4.3 - Access gate (12/08)

The access gate through private land must be locked at the completion of each day unless otherwise approved by the landowner.

#### 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 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. It is recommended that this meeting take place prior to equipment being moved from the site.

#### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

#### 5.2.1.2 - Slash Removal

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

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

#### 5.2.1.8 - Slash height (12/08)

No slash or tree tops may exceed 36 inches in height.

#### 5.2.1.11 - Slash for reforestation (5/07)

To facilitate reforestation, the sale area shall be left with slash evenly distributed. Bunched tops within the cutting area shall be broken up and scattered. Stumps shall be cut low to the ground. Processing sites shall not be left with a compacted layer of slash; tops from these sites shall be hauled back into the cut area and scattered.

#### 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) 1 - 7, unless changed by written agreement, cutting and skidding is limited to the period of April 15 to December 15. This restriction is due to stump height requirements.

Within Payment Unit 8, unless changed by written agreement, cutting and skidding is limited to the period of December 15 to April 1. This restriction is due to low ground nature of the payment unit.

#### 5.2.3.6 - Bark beetle restriction (12/08)

In the event drought creates a high risk of pine bark beetle infestation, pine is not to be cut during the period March 1 through July 1, unless all portions of trees greater than two inches in diameter are removed from the sale area, reduced to chips, or treated to the satisfaction of the Unit Manager or his/her representative, within fifteen days of being severed from the stump. Pine log decks, pulpwood piles and treetops that are piled for chipping in the fall or winter within a 1/4 mile of susceptible sites must be removed before March 15. Residual slash must not be placed in piles or rows and must be spread over the site for quick drying. The Department of Natural Resources will exercise this specification if the risk of damage warrants.

#### 5.2.32 - Decking/landing restoration (9/13)

All decking and landing areas must have the surface area restored to a condition equal to or better than before. This is to ensure the proper regeneration of the stand.

#### 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.

#### 5.4.4 - Slope protection (2/04)

Skid trails and roads on slopes shall be water barred with slash, stumps, and/or hay bales as soon as use is complete to prevent erosion.

#### 5.4.5 - Soil caution (11/04)

Care must be taken to minimize soil damage due to the sandy soils. Roads in the sale area deteriorate quickly in dry conditions and may require extra maintenance. Late fall and early winter may be optimal times to harvest this sale.

#### 5.8 - Protection of Endangered Species

#### 5.8.5 - Protection of raptor nests (3/13)

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.

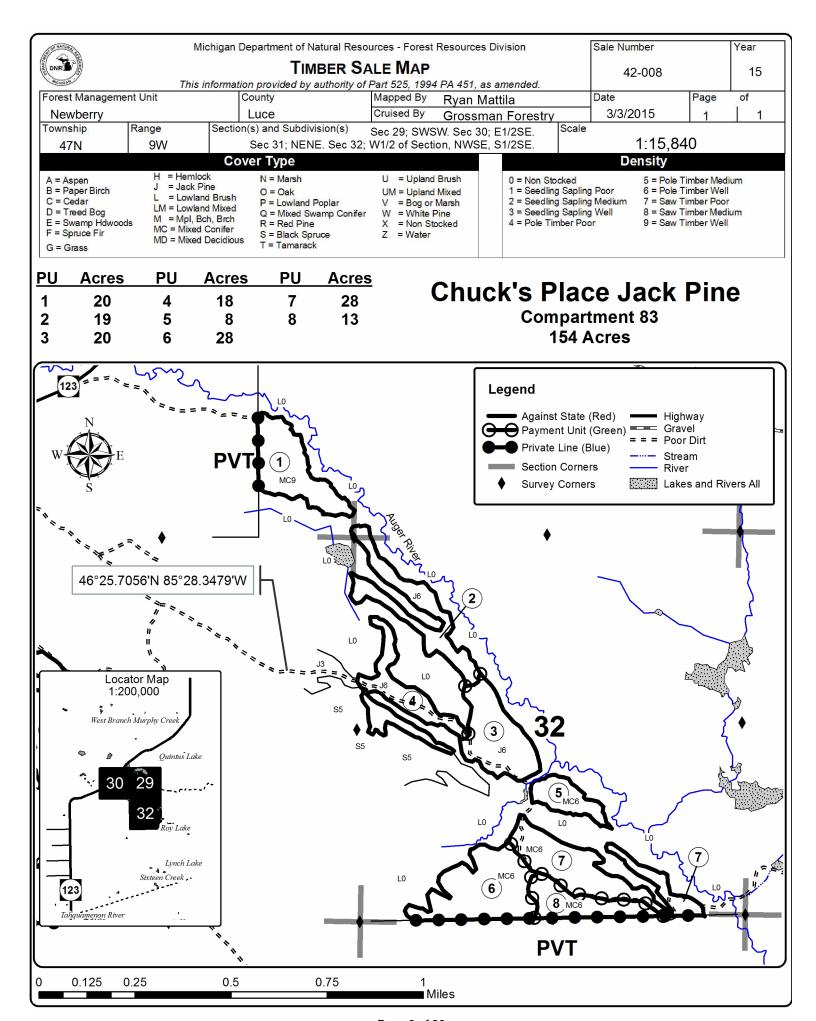
#### 7 - Other Conditions

#### 7.3 - Contract Modifications

#### 7.3.3 - Modification for reforestation (8/05)

When contractual work of Purchaser has been accepted for any Payment Unit identified on Sale Area Map, Payment Unit will be eliminated from the Sale Area on written notice so that reforestation operations can begin.

Section Name: Sale Specific Current as of 5/4/2015 8:46:57AM



#### TIMBER SALE INFORMATION

#### RIGHT ON THE SKYLINE (42-013-15-01)

T47N, R09W, SEC. 27; T47N, R09W, SEC. 28; T47N, R09W, SEC. 33.

Luce County (Advertised Price \$44,574.50)

SALE NOTE: Within Payment Units 2 and 3, harvesting is limited to the period of December 15 to March 15 due to low ground and wet soil types.

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 |
|--------------------|-------------------------|------------|---------------|
| Pulpwood           |                         |            |               |
| Black Spruce       | 159.00 Cords            | \$         | 25.65 / Cord  |
| Jack Pine          | 142.00 Cords            | \$         | 60.50 / Cord  |
| Mixed Aspen        | 114.00 Cords            | \$         | 33.50 / Cord  |
| Mixed Hardwood     | 192.00 Cords            | \$         | 27.30 / Cord  |
| N. W. Cedar        | 319.00 Cords            | \$         | 9.90 / Cord   |
| Red Pine           | 91.00 Cords             | \$         | 102.05 / Cord |
| Tamarack           | 398.00 Cords            | \$         | 22.05 / Cord  |

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$1,624.00:

| PRODUCTS & SPECIES | ESTIMATED UNITS* | <u>ADVE</u> | RTISED PRICE |
|--------------------|------------------|-------------|--------------|
| Pulpwood           |                  |             |              |
| Mixed Softwood     | 56.00 Cords      | \$          | 29.00 / Cord |

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 11.67 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

- 1. A bond in the amount of **\$2,500.00** 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                  | 52%                         |
| 02                  | 20%                         |
| 03                  | 28%                         |

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2018.

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

Sale Name: Right On The Skyline Sale Number: 42-013-15-01

#### 1 - Sale Area

#### 1.2 - Boundaries

#### 1.2.1 - Painted boundaries (1/14)

The sale boundary and Payment Unit boundaries are marked and identified by red and green paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with green paint. The painted boundary line trees are not Included Timber and are to be protected. Green painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

#### 2.1.2 - Clearcut unit(s) w/o unmerchantable trees (8/11)

Within Payment Unit(s) 2 and 3, cut all trees which meet minimum piece specifications in 2.2 Utilization, leave all sub-merchantable trees as retention. Also, leave all red and white pine of all sizes.

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

Within Payment Unit(s) 1, all red and white pine trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. Cut all other trees which meet minimum piece specifications in 2.2 Utilization, leave all sub-merchantable trees as retention. LEAVE ALL OAK and trees marked in green paint.

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

Note that Mixed Aspen may include quaking, big tooth or BAM. Mixed Softwood includes balsam fir (approximately 14 cords) and white pine (approximately 42 cords). Mixed Hardwood includes red maple (approximately 68 cords) and Paper Birch (approximately 124 cords).

#### 2.1.15 - Hazard trees near roads (7/13)

Cut and remove all standing dead trees within 100 feet of the cleared portion of County Road 510 (Skyline Rd). These trees may be utilized or must be scattered back into the sale area.

#### 2.2 - Utilization

#### 2.2.4 - Skidding length (2/14)

Skidding of unlimbed tops is not permissible in Payment Unit 1, unless approved by the Unit Manager or his/her representative.

#### 3 - Payments

#### 3.3 - Pre-measured Sales

#### 3.3.4 - Dividing payment units (7/14)

Payment Unit(s) 1 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. There will be only one division per Payment Unit.

#### 4 - Transportation

#### 4.1 - Construction

#### 4.1.1 - Stream crossings, general (3/11)

All stream crossing structures will be temporary and therefore, shall be provided by the Purchaser, and must be removed upon completion of the sale. All permits for stream crossings will be provided by the Purchaser.

#### 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 within 30 days of completion of hauling. 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. All stumps from road building and landing construction must be reserved to block any newly constructed roads upon completion of the sale. These stumps must be scattered along the road system to prohibit vehicular movement. Temporary berms may be required if no sale activity occurs for 30 or more consecutive days. Contact the sale administrator for specific details of design and placement.

#### 4.2 - Maintenance

#### 4.2.4 - Grading (12/14)

For completion of the sale, state forest roads must be graded. In general, this will require a road grader or bull dozer to shape up the roads after forest products have been hauled off site. This includes cleaning of drainage areas, grading, crowning and filling with gravel, if necessary. The grading equipment to be used must be approved by the Unit Manager or his/her representative.

#### 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.

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

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

The county must be contacted prior to harvesting in the county road R-O-W. This applies to Payment Units 1 and 2 and County Road 510 (Skyline Rd). Also, no wood shall be decked within 50 feet of the cleared portion of the R-O-W.

#### 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 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. It is recommended that this meeting take place prior to equipment being moved from the site.

#### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

#### 5.2.1.8 - Slash height (12/08)

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

#### 5.2.2 - 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) 2 and 3, unless changed by written agreement, cutting, skidding and hauling are limited to the period of December 15 to March 15. This restriction is because of the wet soil types and low ground. Road construction will be limited and long skids may be necessary.

#### 5.2.3.6 - Bark beetle restriction (12/08)

In the event drought creates a high risk of pine bark beetle infestation, pine is not to be cut during the period March 1 through July 1, unless all portions of trees greater than two inches in diameter are removed from the sale area, reduced to chips, or treated to the satisfaction of the Unit Manager or his/her representative, within fifteen days of being severed from the stump. Pine log decks, pulpwood piles and treetops that are piled for chipping in the fall or winter within a 1/4 mile of susceptible sites must be removed before March 15. Residual slash must not be placed in piles or rows and must

be spread over the site for quick drying. The Department of Natural Resources will exercise this specification if the risk of damage warrants.

#### 5.2.17 - Crane Mats/Timber Mats (10/14)

Some roads or skid trails may require extra protection such as that afforded by Crane Mats/Timber Mats. If available, Crane Mats/Timber Mats may be borrowed from the DNR and are located at the Marquette ICC and the Grayling Field Office. Contact the sale administrator for specific details. A Timber Sale Contract Supplement will be used to document the Purchaser's use of the DNR's Crane Mats/Timber Mats. It is the responsibility of the Purchaser to contact the sale administrator to schedule pick up and drop off. In addition, all mats must be cleaned prior to drop off. A charge of \$125. will be assessed for all damaged or non-returned mats. Damage is defined as misuse resulting in three or more broken cants.

#### 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.

#### 5.4.2 - Skid trails (2/04)

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

#### 5.8 - Protection of Endangered Species

#### 5.8.5 - Protection of raptor nests (3/13)

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.

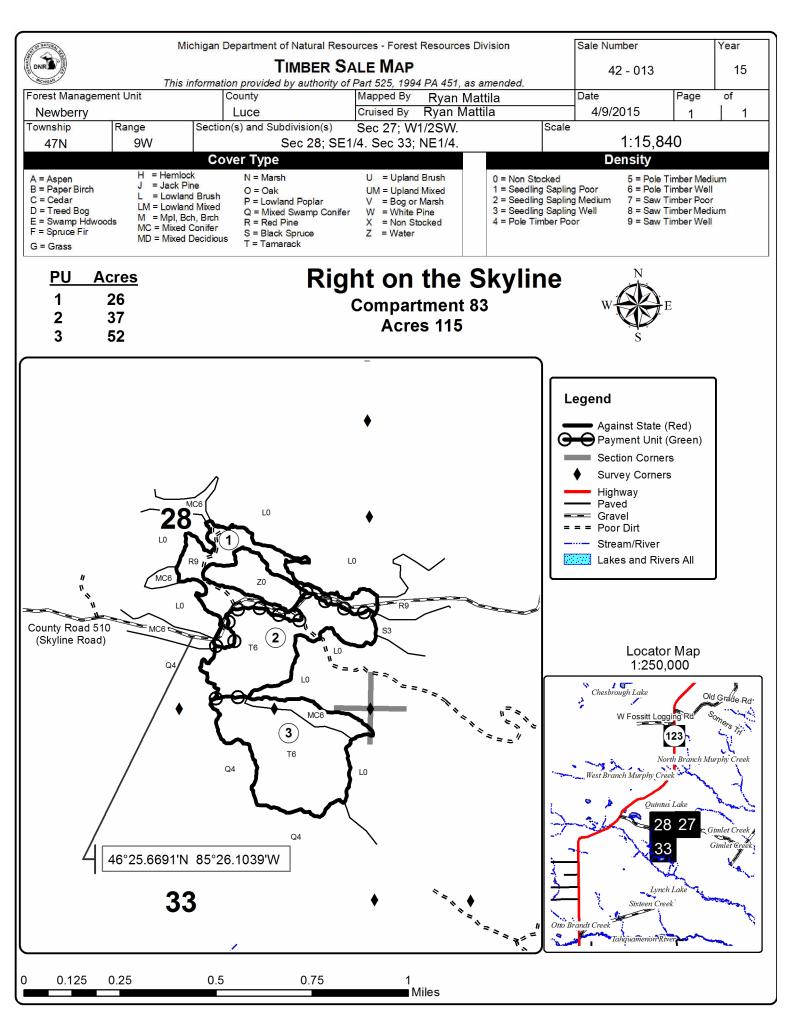
#### 6 - Safety and Fire Prevention

#### 6.2 - Signing

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

The Purchaser is responsible for posting and maintaining caution signs on County Rd 510 (Skyline Rd) 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.

Section Name: Sale Specific Current as of 5/21/2015 4:55:11PM



#### TIMBER SALE INFORMATION

#### HUNTERS TRAIL LOWLAND (42-017-15-01)

T47N, R09W, SEC. 31; T47N, R10W, SEC. 36.

Luce County (Advertised Price \$147,076.15)

SALE NOTE: Access to the sale is through private land. Permission for access is the responsibility of the Purchaser and will need to be provided in writing and accompany the bid AT THE BID OPENING.

Harvesting is limited to the period of December 15 to April 1 due to low ground nature.

Access may be through private 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:

| ICE |
|-----|
|     |
| 3F  |
|     |
| ord |
| )   |

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$3,177.30:

| PRODUCTS & SPECIES | ESTIMATED UNITS* | <u>AD\</u> | /ERTISED PRICE |
|--------------------|------------------|------------|----------------|
| Sawlogs            |                  |            |                |
| Paper Birch        | 19.60 MBF        | \$         | 88.00 / MBF    |
| Yellow Birch       | 8.30 MBF         | \$         | 175.00 / MBF   |

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 9.13 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 \$7,500.00 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                  | 13%                         |
| 02                  | 11%                         |
| 03                  | 10%                         |
| 04                  | 8%                          |
| 05                  | 15%                         |
| 06                  | 7%                          |
| 07                  | 10%                         |
| 08                  | 14%                         |
| 09                  | 7%                          |
| 10                  | 1%                          |
| 11                  | 4%                          |

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2019.

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

Sale Name: Hunters Trail Lowland Sale Number: 42-017-15-01

#### 1 - Sale Area

#### 1.2 - Boundaries

#### 1.2.1 - Painted boundaries (1/14)

The sale boundary and Payment Unit boundaries are marked and identified by blue, red and green paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Interior retention areas, within Payment Units 1, 3 and 5 are also marked with red paint. Interior Payment Unit boundaries are marked with green paint.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

#### 2.1.2 - Clearcut unit(s) w/o unmerchantable trees (8/11)

Within Payment Unit(s) 1 - 11, cut all trees which meet minimum piece specifications in 2.2 Utilization EXCEPT white pine, red pine and hemlock. Any large diameter, low quality yellow birch can be left as retention at the discretion of the Purchaser.

Areas of submerchantable cedar and spruce should be protected from damage. DO NOT skid through these areas.

NOTE\*\* Payment Unit 10 is an optional unit due to unusually low volume per acre and small diameters. Removing Payment Unit 10 is a contract modification and will require a Timber Sale Contract Supplement, if the Purchaser decides not to harvest the unit.

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

Note that mixed hardwoods pulp consists of red maple and yellow birch. Mixed softwood pulp consists of balsam fir and tamarack.

#### 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 within 30 days of completion of hauling. Overgrown and/or abandoned 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 at the beginning of any new road course. Stumps and slash must be placed along the road course for a minimum of 200 feet, effectively obliterating it. These roads must be rendered impassable to cars, trucks and ORV's. Stumps from road building and landing construction can be reserved to meet the above road closure specifications. 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 any forest roads by the Unit Manager or his/her representative. The restriction may occur during periods of wet weather conditions, or at any time that the damage to the roads is deemed excessive.

#### 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.

#### 4.4 - Access

#### 4.4.1 - Private property access (3/11)

Permission for access across private land is the responsibility of the Purchaser. A copy of the written permission from the private landowner adjacent to the sale must be given to the Unit Manager on the day of the bid opening. Permission to cross private land must include access for the DNR representatives to inspect the sale at any time during the sale and following harvest for sale closure.

#### 4.4.3 - Access gate (12/08)

If the purchaser obtains permission to access the timber sale through the adjacent private land using the gated road/driveway, the access gate must be locked at the completion of each day unless otherwise approved by the landowner.

#### 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 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. It is recommended that this conference take place prior to equipment being moved off site.

#### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

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

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

#### 5.2.1.8 - Slash height (12/08)

No slash or tree tops may exceed 36 inches in height.

#### 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) 1 - 11, unless changed by written agreement, cutting, skidding and hauling are limited to the period of December 15 to April 1. This restriction is due to the low ground nature of the sale area.

#### 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)

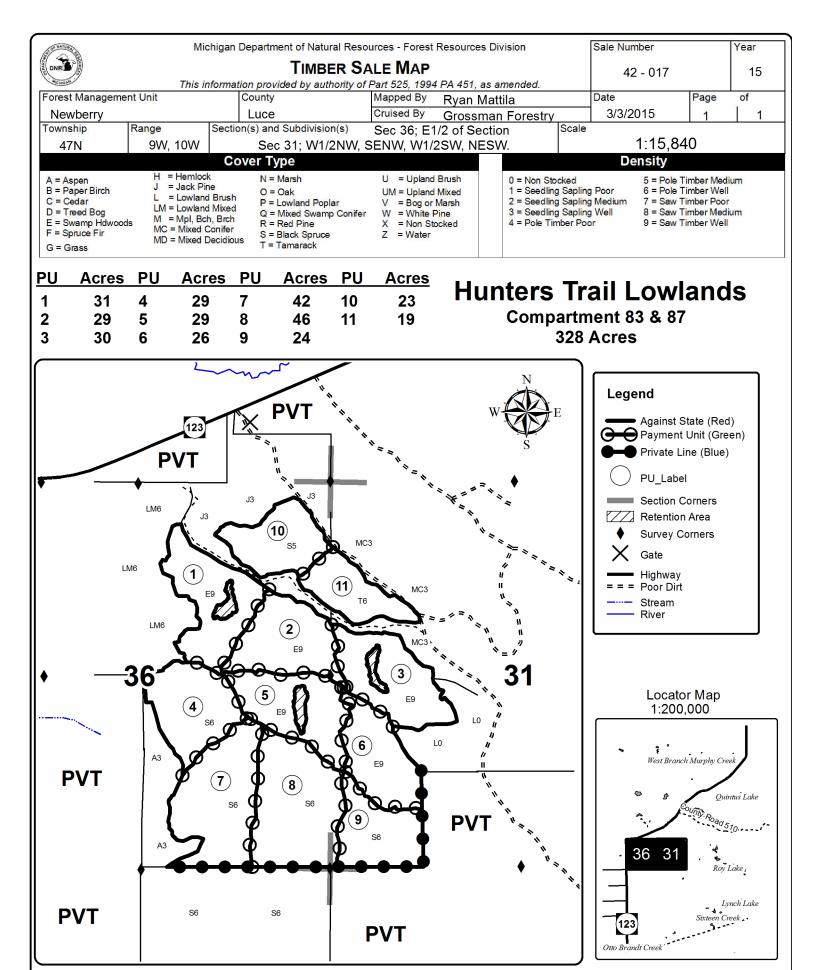
Operations are to cease immediately if equipment and weather conditions result in rutting of roads and skid trails which is 12 inches or greater in depth and 50 feet in length. The Unit Manager or his/her representative may restrict hauling and/or skidding if ruts exceed the specified depth. With the 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 (3/13)

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.

Section Name: Sale Specific Current as of 5/20/2015 9:07:03AM



Miles

0.75

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TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

equipment and staffing subject to my control.

#### CHUCKS PLACE JACK PINE (42-008-15-01)

T47N, R09W, SEC. 29; T47N, R09W, SEC. 30; T47N, R09W, SEC. 31; T47N, R09W, SEC. 32, Luce County

In response to the notice of sale to be held 3:00 p.m. (local time) on July 9, 2015, 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 Pulpwood  | <u>ESTIMATEI</u>      | O UNITS*      | ADV           | ERTISED PRICE          | BID PRIC            | <u>E</u>                 |       |
| !  | 4 000 00              | 0             |               | 05.05.7.0              | Φ.                  | / 0                      |       |
| Black Spruce   | 1,026.00              | Cords         | \$            | 25.65 / Cord           | \$                  | / Cord                   |       |
| Jack Pine  | 957.00                | Cords         | \$            | 53.45 / Cord           | \$                  | / Cord                   |       |
| In addition, the successful bidder                                 | agrees to purchase    | the following | species at th | ne indicated advertise | d price for a total | value of \$4,047.70 :    |       |
| PRODUCTS & SPECIES   | <u>ESTIMATEI</u>      | O UNITS*      | ADV           | ERTISED PRICE          |                     |                          |       |
| Pulpwood   |                       |               |               |                        |                     |                          |       |
| Mixed Aspen  | 43.00                 | Cords         | \$            | 28.95 / Cord           |                     |                          |       |
| Mixed Hardwood   | 22.00                 | Cords         | \$            | 26.95 / Cord           |                     |                          |       |
| Mixed Softwood   | 9.00                  | Cords         | \$            | 25.05 / Cord           |                     |                          |       |
| Tamarack   | 90.00                 | Cords         | \$            | 22.05 / Cord           |                     |                          |       |
| * The total volume is statistically                                | estimated within plus | (+) or minus  | (-) 12.97 pe  | rcent. The estimated   | units are final and | I not subject to adjusti | ment. |
| Prospective bidders are urged to                                   | examine this timber   | and to make t | their own es  | timates of quantity an | d quality.          |                          |       |
| I understand that any or all bids understand that consideration an | •                     |               | •             |                        |                     | •                        |       |

FEDERAL ID: \_\_\_-\_\_ or SOCIAL SECURITY NUMBER:\_\_\_ -\_\_ -\_\_ - \_\_\_ -Company or individual bidding:\_\_\_\_\_ Company representative's name:

|            | ' ' '                   |                          |                  |                          |  |
|------------|-------------------------|--------------------------|------------------|--------------------------|--|
|            | Address:                |                          |                  |                          |  |
|            | City:                   | State:                   | Zip:             |                          |  |
| IF AVAIL   | ABLE, PLEASE PLACE      | THE PERSONALIZED LABEL F | ROM YOUR PROSE   | PECTUS IN THE ABOVE BOX. |  |
| Individual | l or company representa | tive's signature:        |                  | Date:                    |  |
| Phone nu   | ımber :                 | En                       | nail (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:          | , |

| •    | 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 sign  | natures.  |  |  |  |
| Ple  | lease Check Appropriate Categories:   |   |  |  |  |
| 1.   | My business is organized as (you <b>must</b> check <u>one</u> of the both A. ☐ Sole Proprietorship (individual)  B. ☐ Partnership  C. ☐ Corporation   | oxes below):  |  |  |  |
| 2.   | You must check one of the boxes below:  |   |  |  |  |
|      | <ul> <li>A.          I certify that my business is a sole proprietorship and it has Worker's Compensation Laws.     </li> </ul>   | as no employees but the sole proprietor. I am not subject to the      |  |  |  |
|      | 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 guestions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195). |   |  |  |  |
|      | C.   I certify that my business has a Worker's Compensation F days of the contract award.   | Policy. I will provide an original Certificate of Insurance within 21 |  |  |  |
| 3.   | <ol> <li>If you have checked item 2(A) or 2(B), you must indicate the number of both full-time and part-time employees, othe<br/>than yourself, including family members and active partners (if none, you must enter "0").</li> </ol>  |   |  |  |  |
|      | Full-time Employees   | Part-time Employees   |  |  |  |
| Nam  | me of Business F  | ederal ID (or) Social Security No.                                    |  |  |  |
| Addr | dress T   | elephone )  |  |  |  |
| City | y State Z   | (IP   |  |  |  |
| 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

#### **BID FORM**

#### RIGHT ON THE SKYLINE (42-013-15-01)

T47N, R09W, SEC. 27; T47N, R09W, SEC. 28; T47N, R09W, SEC. 33, Luce County

In response to the notice of sale to be held 3:00 p.m. (local time) on July 9, 2015, 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>ESTIMATE</b> | O UNITS* | AD\ | /ERTISED PRICE | BID P | RICE   |
|--------------------|-----------------|----------|-----|----------------|-------|--------|
| Pulpwood           |                 |          |     |                |       |        |
| Black Spruce       | 159.00          | Cords    | \$  | 25.65 / Cord   | \$    | / Cord |
| Jack Pine          | 142.00          | Cords    | \$  | 60.50 / Cord   | \$    | / Cord |
| Mixed Aspen        | 114.00          | Cords    | \$  | 33.50 / Cord   | \$    | / Cord |
| Mixed Hardwood     | 192.00          | Cords    | \$  | 27.30 / Cord   | \$    | / Cord |
| N. W. Cedar        | 319.00          | Cords    | \$  | 9.90 / Cord    | \$    | / Cord |
| Red Pine           | 91.00           | Cords    | \$  | 102.05 / Cord  | \$    | / Cord |
| Tamarack           | 398.00          | Cords    | \$  | 22.05 / Cord   | \$    | / Cord |

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$1,624.00:

| PRODUCTS & SPECIES | ESTIMATED UNITS* | ADVERTISED PRICE |              |  |
|--------------------|------------------|------------------|--------------|--|
| Pulpwood           |                  |                  |              |  |
| Mixed Softwood     | 56.00 Cords      | \$               | 29.00 / 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.

| Г         |   |               |               |       |
|-----------|---|---------------|---------------|-------|
|           | FEDERAL ID:   | or SOCIAL SEC | URITY NUMBER: |       |
|           | Company or individual bidding:  |               |               |       |
|           | Company representative's name:  |               |               |       |
|           | Address:  |               |               |       |
|           | City:   | State:        | Zip:          |       |
| F AVAILA  | F AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX. |               |               |       |
| ndividual | or company representative's signature   | re:           |               | Date: |
| Phone nu  | mber :  | Email (       | (optional):   |       |

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 11.67 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 CO    | MPE    | PENSATION 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        | ease Check Appropriate Categories:   |                |           |        |   |
| 1.         | <ul> <li>My business is organized as (you <b>must</b> check <u>one</u> of the boxes below):</li> <li>A. ☐ Sole Proprietorship (individual)</li> <li>B. ☐ Partnership</li> <li>C. ☐ Corporation</li> </ul>  |                |           |        | w):   |
| 2.         | <ul> <li>You must check one of the boxes below:</li> <li>A.</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       | ne<br>)   |        |   |
| City State |  | ZIP            |           |        |   |
| occ        | hereby certify that the above information is true and correct. I agree to notify the Michigan DNRE of any changes that occur in factors affecting my coverage during any of my present and future operations.  Signature of Owner or Authorized Representative |                |           |        |   |

Date

#### **BID FORM**

### HUNTERS TRAIL LOWLAND (42-017-15-01) T47N, R09W, SEC. 31; T47N, R10W, SEC. 36, Luce County

In response to the notice of sale to be held 3:00 p.m. (local time) on July 9, 2015, 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>ESTIMATE</b> | D UNITS* | AD\ | ERTISED PRICE | BID PF | RICE   |
|--------------------|-----------------|----------|-----|---------------|--------|--------|
| Sawlogs            |                 |          |     |               |        |        |
| Red Maple          | 63.50           | MBF      | \$  | 126.00 / MBF  | \$     | / MBF  |
| Pulpwood           |                 |          |     |               |        |        |
| Black Spruce       | 980.00          | Cords    | \$  | 28.35 / Cord  | \$     | / Cord |
| Mixed Hardwood     | 1,447.00        | Cords    | \$  | 32.30 / Cord  | \$     | / Cord |
| Mixed Softwood     | 504.00          | Cords    | \$  | 30.05 / Cord  | \$     | / Cord |
| N. W. Cedar        | 2,941.00        | Cords    | \$  | 11.75 / Cord  | \$     | / Cord |
| Paper Birch        | 564.00          | Cords    | \$  | 20.70 / Cord  | \$     | / Cord |
|                    |                 |          |     |               |        |        |

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$3,177.30:

| PRODUCTS & SPECIES | ESTIMATED UNITS* | AD | ADVERTISED PRICE |  |  |
|--------------------|------------------|----|------------------|--|--|
| Sawlogs            |                  |    |                  |  |  |
| Paper Birch        | 19.60 MBF        | \$ | 88.00 / MBF      |  |  |
| Yellow Birch       | 8.30 MBF         | \$ | 175.00 / MBF     |  |  |

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 9.13 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

|   | FEDERAL ID:                          | or SOCIAL SECU | JRITY NUMBER: |       |
|---|--------------------------------------|----------------|---------------|-------|
|   | Company or individual bidding:       |                |               |       |
|   | Company representative's name:       |                |               |       |
|   | Address:                             |                |               |       |
|   | City:                                | State:         | Zip:          |       |
| F AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX. |                                      |                |               |       |
| Individual  | or company representative's signatur | re:            |               | Date: |
| Phone nu  | ımber :                              | Email (d       | 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