

### DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

#### **TIMBER SALE PROSPECTUS #5356**

SCHEDULED SALE DATE AND TIME: 11:00 a.m. (local time) on April 8, 2015. LOCATION: GLADWIN MGMT UNIT, 801 N SILVERLEAF, GLADWIN, MI 48624.

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

FOX RUN MIX (73-004-14-01) / T17N, R05W, SEC. 27, N1/2.

T17N, R05W, SEC. 29, N1/2, SESW.

T17N, R05W, SEC. 32, SWNE.

T17N, R05W, SEC. 33, NENE SEC34 SENW, SWNW, N1/2SW.

Clare County, Advertised Price \$101,904.35, 253.0 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.

PIGEON FUEL BREAK (73-007-14-01) / T20N, R05W, SEC. 02, NWSW:NESW:.

T20N, R05W, SEC. 03, NENW:NWSW:NESW:SESW:NESE:SESE:.

T20N, R05W, SEC. 10, NWNW:SWNW:.

T20N, R05W, SEC. 17, NENE:SWSW:.

Clare County, Advertised Price \$73,329.40, 277.0 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.

SHORTWOOD MIX (73-011-14-01) / T20N, R05W, SEC. 04, NENW, SENW.

T20N, R05W, SEC. 05, NENW, NWNW, SWNW.

T20N, R05W, SEC. 06, NENE, NWNE, NENW, NWNW, SENW.

T20N, R05W, SEC. 07, NENE, NWNE, SWNE, SENE.

Clare County, Advertised Price \$50,964.00, 125.0 Acres

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

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

Bids must be received by the Unit Manager, GLADWIN OFFICE, 801 N SILVERLEAF, GLADWIN, MI 48624, no later than 11:00 a.m. (local time) on April 8, 2015. For further information concerning this sale, contact Jason Hartman at 989-426-9205 extension 7640.

#### 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

#### FOX RUN MIX (73-004-14-01)

T17N, R05W, SEC. 27; T17N, R05W, SEC. 29; T17N, R05W, SEC. 32; T17N, R05W, SEC. 33.

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.

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>AD\</u>	ERTISED PRICE
Sawlogs			
Mixed Aspen	189.10 MBF	\$	36.00 / MBF
Mixed Oak	75.00 MBF	\$	104.00 / MBF
Pulpwood			
Mixed Aspen	3,101.00 Cords	\$	16.20 / Cord
Mixed Hardwood	972.00 Cords	\$	7.55 / Cord
Red Pine	235.00 Cords	\$	43.15 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$19,581.70:

PRODUCTS & SPECIES	ESTIMATED UNITS*	AD\	/ERTISED PRICE
Sawlogs			
Red Maple	61.00 MBF	\$	56.00 / MBF
Red Oak	20.50 MBF	\$	188.00 / MBF
Red Pine	33.20 MBF	\$	117.00 / MBF
Pulpwood			
Mixed Oak	339.00 Cords	\$	11.10 / Cord
Mixed Softwood	338.00 Cords	\$	13.80 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 6.35 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 **\$5,500.00** 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	20%
02	5%
03	2%
04	2%
05	10%
06	2%
07	20%
08	2%
09	12%
10	10%
11	3%
12	12%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2017.

#### Sale Specific Conditions & Requirements

Sale Name: Fox Run Mix Sale Number: 73-004-14-01

#### 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/or yellow paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint. The painted boundary line trees are not Included Timber and are to be protected. Yellow 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

#### 2.1.1 - Clearcut unit(s) with unmerchantable trees (6/14)

Within Payment Unit(s) 1, 3, 4, 5, 6, 7, 8, 10, 11, and 12, cut all trees that are two (2) inches or more at DBH, except within Unit 1, do not cut any conifer, oak, or sugar maple, and within Unit 4, do not cut any basswood or oak. Within Unit 7, do not cut any conifer, white oak, or beech. Within Units 10 and 12, do not cut any conifer. Within Unit 11, do not cut any conifer or oak. Additionally, within all Units, do not cut any trees marked with green paint above and below stump height.

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

Within Payment Unit(s) 2 and 9, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. Additionally, within Unit 2, cut all aspen and ash. Within Unit 9, cut all hardwood, balsam fir, and jack pine. Within both Units, do not cut any trees marked with green paint above and below stump height.

#### 2.2 - Utilization

#### 2.2.2 - Chipping required (5/14)

Payment Units 3, 4, 5, and 6 must be chip harvested to facilitate subsequent planting operations. Do not chip 1/6 to 1/3 of the slash from harvested trees (tree tops and limbs less than four inches in diameter).

#### 2.2.3 - Stump heights (4/07)

Stump heights within Payment Units 3, 4, 5, 6, and 8 shall be cut as low to the ground as possible. Unless approved by the Unit Manager or his/her representative stump heights shall not exceed 6 inches for trees greater than 10 inches DBH and 4 inches for trees smaller than 10 inches DBH. This is in order to facilitate reforestation.

#### 2.2.6 - Roundwood operation required (5/07)

The skidding of whole trees or tree segments with limbs attached is prohibited within Payment Units 2 and 9. All products must be produced as roundwood and forwarded to existing roads or landing areas in final product length.

#### 3 - Payments

#### 3.3 - Pre-measured Sales

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

Payment Unit(s) 1 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.

#### 3.4 - Damaged Timber

#### 3.4.1 - Damaged timber (6/14)

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured. In addition, extreme care should be taken to avoid damage to tree seedlings and saplings.

Within the sale area, if more than 25% of the tree seedlings or saplings (1/4" to 4.5" DBH) within a specified portion of the sale area are damaged, liquidated damages will be assessed at \$300 per acre for all acreage within that specified portion of the sale area that was damaged.

No damage is acceptable to merchantable trees. Within the sale area, if more than 10 % of trees (> 4.5" DBH) within a specified area of the sale are damaged, liquidated damages will be assessed for all trees damaged. Rates will be in accordance with General Condition and Requirement 3.4 Damaged Timber.

#### 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.

#### 4.1.5 - Culverts (5/14)

A road requires the installation of a culvert for cross drainage. The required culvert location is identified on the map and has been flagged with pink ribbon on the ground. It shall be installed before hauling. The culvert shall be new, corrugated metal or plastic gauge. The culvert will be a minimum of 12 inches in diameter and 24 feet in length. The culvert shall be removed after timber harvest operations are complete. Soils shall be maintained and left in a non-erodible condition, with water bars, seed, fertilizer, mulch, and slash installed as directed by the sale administrator and as specified in the BMP manual.

#### 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 roads that are reopened shall be considered new roads. 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. Contact the sale administrator for specific details of design and placement.

#### 4.2 - Maintenance

#### 4.2.3 - Road maintenance (8/13)

The following road maintenance is required: Within 60 days of completion of hauling, or if no hauling occurs for 60 days, the road must be maintained and graded. This includes cleaning of drainage areas, grading, crowning and filling with gravel, if necessary. Damages will be assessed if grading/repair does not occur.

#### 4.4 - Access

#### 4.4.4 - Restricted access (10/05)

The Pere Marquette Rail Trail may NOT be utilized for access to any payment unit.

#### 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 a Payment Unit. This conference can occur on site or over the phone.

#### 5.1.3 - Well heads and natural gas pipelines (7/07)

The Purchaser is responsible for contacting the pipeline companies prior to operating equipment in the vicinity of well heads or natural gas pipelines. Contact Great Lakes Gas Transmission by dialing 811; additionally their Emergency Number is: 1-800-447-8066. Also, Contact Wolverine Pipeline of Hammond, Indiana at (219) 844-9510. Written permission is required before harvest operations begin and must be submitted to the Unit Manager.

#### 5.1.6 - Utility R.O.W. (10/08)

It is the responsibility of the Purchaser to obtain permission from the utility company to utilize the power line R.O.W. for operations.

#### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

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

No trees are to be felled outside the sale area and all slash is to be kept at least 20 feet back from the blue paint line.

#### 5.2.2 - Hazard Trees/Snags

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

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

#### 5.2.3 - Operating Restrictions

#### 5.2.3.3 - Bark slippage restriction (3/09)

Within Payment Unit(s) 9 and 11, unless changed by written agreement, cutting and skidding are not permitted during the period of April 15 to July 15. This restriction is because of bark slippage.

#### 5.2.3.4 - Oak wilt restriction (6/10)

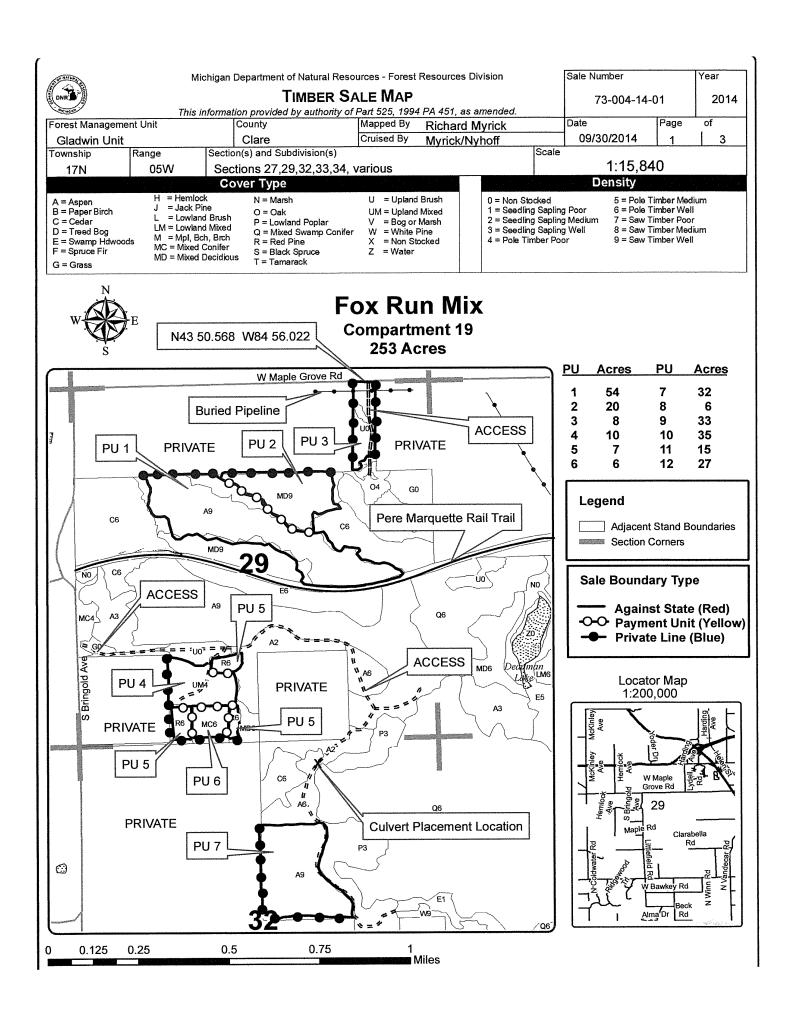
Within Payment Unit(s) 2, unless changed by written agreement, cutting, skidding, and hauling are not permitted during the period of April 15 to July 15. This is necessary to reduce the spread of oak wilt. For more information, contact the Unit Manager or his/her representative.

#### 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.

Section Name: Sale Specific Current as of 12/15/2014 2:25:52PM



#### TIMBER SALE INFORMATION

#### PIGEON FUEL BREAK (73-007-14-01)

T20N, R05W, SEC. 02; T20N, R05W, SEC. 03; T20N, R05W, SEC. 10; T20N, R05W, SEC. 17.

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.

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			
Red Pine	162.80 MBF	\$	137.00 / MBF
Pulpwood			
Jack Pine	1,543.00 Cords	\$	18.70 / Cord
Red Pine	397.00 Cords	\$	45.20 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$4,227.30:

PRODUCTS & SPECIES	ESTIMATED UNITS*	<u>ADV</u>	ERTISED PRICE
Sawlogs			
Jack Pine	115.30 MBF	\$	25.00 / MBF
Pulpwood			
Mixed Aspen	31.00 Cords	\$	15.20 / Cord
Mixed Oak	104.00 Cords	\$	8.40 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 7.76 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 \$4,000.00 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 VALU
01	5%
02	23%
03	13%
04	22%
05	25%
06	3%
07	9%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2017.

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

Sale Name: Pigeon Fuel Break Sale Number: 73-007-14-01

#### 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 yellow paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

#### 2.1.1 - Clearcut unit(s) with unmerchantable trees (6/14)

Within Payment Unit(s) 1, 3, 4, and 5, cut all trees that are two (2) inches or more at DBH. Except; within units 3 and 5, do not cut or damage and oak trees or red pine trees. Within unit 4, do not cut or damage any oak trees or white pine trees. Within all units do not cut or damage any green painted trees.

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

Within Payment Unit(s) 2, 6, and 7, all red pine trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. In addition; within units 6 and 7, cut all oak trees and jack pine trees tha are two (2) inches or more at DBH. Except; within all units do not cut or damage any green painted trees.

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

Cut and remove all standing dead trees within 100 feet of the cleared portion of the designated ORV trail and all county roads. These trees may be utilized.

#### 2.2 - Utilization

#### 2.2.2 - Chipping required (5/14)

Payment Unit's 2, 3, 5, and 6 must be chip harvested to facilitate future silvicultural activities. The Purchaser has the option to produce sawlogs or pulpwood bolts, but the remaining portion of the trees must be chipped and hauled. Products may be produced as roundwood and forwarded to decking areas in final product length, but the tops must be left intact and skidded to the landing for chipping.

#### 2.2.3 - Stump heights (4/07)

Stump heights within the Sale Area shall not exceed ground level. All stumps shall be cut as close to the ground as possible. Unless approved by the Unit Manager or his/her representative stump heights shall not exceed ground level.

#### 3 - Payments

#### 3.4 - Damaged Timber

#### 3.4.1 - Damaged timber (6/14)

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured. In addition, extreme care should be taken to avoid damage to tree seedlings and saplings.

Within the sale area, if more than 25% of the tree seedlings or saplings (1/4" to 4.5" DBH) within a specified portion of the sale area are damaged, liquidated damages will be assessed at 300.00\$ per acre for all acreage within that specified portion of the sale area that was damaged.

No damage is acceptable to merchantable trees. Within the sale area, if more than 5% of trees (> 4.5" DBH) within a specified area of the sale are damaged, liquidated damages will be assessed for all trees damaged. Rates will be in accordance with General Condition and Requirement 3.4 Damaged Timbe.

#### 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. All new roads built into the sale must be blocked to vehicle traffic within 30 days of completion of hauling. Overgrown roads that are reopened shall be considered new roads. In general, this will require the pacement of stumps and slash into the entire length of road to be closed. 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. Contact the sale administrator for specific details of design and placement.

#### 4.2 - Maintenance

#### 4.2.3 - Road maintenance (8/13)

The following road maintenance may be needed: Within 60 days of completion of hauling, or if no hauling occurs for 60 days, haul road's must be maintained and graded. This includes cleaning of drainage areas, grading, crowning and filling with gravel, if necessary. Damages will be assessed if grading/repair does not occur.

#### 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.

#### 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.

#### 5.1.3 - Well heads and natural gas pipelines (7/07)

The Purchaser is responsible for contacting the Consumers Energy Gas Company (Michigan Gas Storage) prior to operating equipment in the vicinity of well heads or natural gas pipelines. Contact Kevin Andrews at 231-743-2342 cell 231-342-9657 or Jim Wade at 231-590-2917.

#### 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 20 feet from the cleared right-of-way of all county roads, all pipelines, all gas wells and all related gas well access roads.

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

To facilitate reforestation, Payment Unit's 1 - 5 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

#### 5.2.3.3 - Bark slippage restriction (3/09)

Within Payment Unit(s) 2, 6 and 7, unless changed by written agreement, cutting and skidding are not permitted during the period of April 15 to July 15. This restriction is because of bark slippage.

#### 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.

#### 5.2.4 - 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. Exception: All dead trees within 100' of the cleared portion of the designated ORV trail and all county roads will be cut and may be utilized.

#### 5.2.39 - ORV trail/route protection (12/12)

The Leota ORV trail is shown on the Timber Sale Map. Do not cut trees or damage posts with orange ORV markers. Jack pine trees with orange ORV markers shall be cut off above the markers and at least 5 feet above ground. All stumps within 5 feet of the trail must be cut flush with the ground. Maintain a 20 foot wide slash, debris, and rut free zone daily using the ORV trail or route as the centerline. Do not run equipment down the ORV trail or route. Skidding across the trail may only occur in locations approved by the sale administrator.

#### 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

#### 5.8.1 - Kirtland's warbler (1) (10/12)

This sale is adjacent to a young jack pine stand which may be used by the endangered Kirtland's Warbler. The Department reserves the right to temporarily restrict all harvesting operations in a buffer zone of up to 500 feet if it is determined that Warbler territory has been established in the adjacent stand. The restricted period, if put into effect, would apply from May 1st to August 15th. This specification applies to Units 1 and 4 only.

Section Name: Sale Specific Current as of 2/5/2015 3:34:05PM



A = Aspen

C = Cedar

B = Paper Birch

#### Michigan Department of Natural Resources - Forest, Mineral & Fire Management

#### TIMBER SALE MAP

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

Sale Number 73-007-14-01

Density

0 = Non Stocked

N44° 7' 55.8192" W84° 55' 41.1348"

1 = Seedling Sapling Poor

2 = Seedling Sapling Medium

2014

Year

Forest Management Unit County Date Page Marked & Cruised By: S. SHOOLTZ & T. GALLAGHER **GLADWIN UNIT** CLARE 09/10/2014 T. GALLAGHER 2 2 Mapped By Township Range

U = Upland Brush

V = Bog or Marsh

6

W = White Pine

Section(s) and Subdivision(s) Timber Sale Administrator: Tim Gallagher T20N R05W Sec: 2, SW1/4: Sec: 3, NW1/4: SW1/4: SE1/4: Sec: 10, NW1/4: Sec: 17, NE1/4: SW1/4

P = Lowland Poplar

Q = Mixed Swamp Cnfr

Cover Type

O = Oak

G = Grass

H = Hemlock

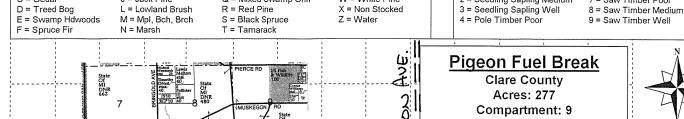
J = Jack Pine

Scale: |...1 inch......| = 1/4 mile

5 = Pole Timber Medium

6 = Pole Timber Well

7 = Saw Timber Poor







Unit 2-65 Acres Unit 3 - 38 Acres Unit 4-61 Acres Unit 5 - 72 Acres

Unit 6 - 08 Acres Unit 7 - 18 Acres

CRANBERRY LEGEND: Sale Boundary - Red Paint Sale Boundary - Blue Paint Unit Boundary - Yellow Paint **Survey Corner** 06 Possible Landing Location **Payment Unit** YRIVATE **Retention Area Section Corners Paved County Road Gravel County Road** Poor Dirt **ORV Trail** 

PR 4030-1b (Rev. 05/24/2007)



A = Aspen

C = Cedar

201

HARDENC

B = Paper Birch

D = Treed Bog

F = Spruce Fir

E = Swamp Hdwoods

3

N44° 8' 48.6492" W84° 54' 32.5404'

PIERCE

11

11

11

RC

H = Hemlock J = Jack Pine

N = Marsh

MZ

L = Lowland Brush

M = Mpl, Bch, Brch

#### Michigan Department of Natural Resources - Forest, Mineral & Fire Management

#### TIMBER SALE MAP

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

Sale Number

73-007-14-01

Year 2014

Forest Management Unit County Marked & Cruised By: S. SHOOLTZ & T. GALLAGHER Date O9/10/2014 1 2

Township Range Section(s) and Subdivision(s) Timber Sale Administrator: Tim Gallagher

T20N Sec: 2, SW1/4: Sec: 3, NW1/4: SW1/4: SE1/4: Sec: 10, NW1/4: Sec:17, NE1/4: SW1/4

T = Tamarack

5

PRIVATE

RE

Sec: 2, SW1/4: Sec: 3, NW1/4: SW1/4: SE1/4: Sec: 10, NW1/4: Sec:17, NE1/4: SW1/4

**7**3

 Density

 0 = Non Stocked
 5 = Po

5 = Pole Timber Medium 6 = Pole Timber Well

Scale: |...1 inch......| = 1/4 mile

 Cover Type

 G = Grass
 O = Oak
 U = Upland Brush

 P = Lowland Poplar
 V = Bog or Marsh

 Q = Mixed Swamp Cnfr
 W = White Pine

 R = Red Pine
 X = Non Stocked

 S = Black Spruce
 Z = Water

1 = Seedling Sapling Poor 2 = Seedling Sapling Medium 3 = Seedling Sapling Well

7 = Saw Timber Poor 8 = Saw Timber Medium

4 = Pole Timber Poor 9 = Saw Timber Well

Pigeon Fuel Break
Clare County

Acres: 277
Compartment: 9





Unit 1 – 15 Acres Unit 2 – 65 Acres

Unit 3 – 38 Acres Unit 4 – 61 Acres

Unit 5 - 72 Acres Unit 6 - 08 Acres

Unit 7 - 18 Acres

LEGEND:

Sale Boundary - Red Paint

Sale Boundary – Blue Paint

Unit Boundary – Yellow Paint

Survey Corner

ourvey conner

Possible Landing Location

Payment Unit
Retention Area

Section Corners

Paved County Road

Gravel County Road

Poor Dirt

ORV Trail

PR 4030-1b (Rev. 05/24/2007)

#### TIMBER SALE INFORMATION

#### SHORTWOOD MIX (73-011-14-01)

T20N, R05W, SEC. 04; T20N, R05W, SEC. 05; T20N, R05W, SEC. 06; T20N, R05W, SEC. 07.

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*	AD\	/ERTISED PRICE
Sawlogs			
Red Oak	26.00 MBF	\$	223.00 / MBF
Red Pine	40.20 MBF	\$	143.00 / MBF
Pulpwood			
Jack Pine	1,472.00 Cords	\$	17.70 / Cord
Red Pine	112.00 Cords	\$	47.65 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$8,026.20:

PRODUCTS & SPECIES	ESTIMATED UNITS*	<u>ADV</u>	ERTISED PRICE
Sawlogs			
Jack Pine	23.70 MBF	\$	23.00 / MBF
Mixed Aspen	6.50 MBF	\$	39.00 / MBF
Mixed Hardwood	8.90 MBF	\$	62.00 / MBF
White Pine	0.50 MBF	\$	48.00 / MBF
Pulpwood			
Balsam Fir	70.00 Cords	\$	24.30 / Cord
Mixed Aspen	130.00 Cords	\$	14.55 / Cord
Mixed Hardwood	172.00 Cords	\$	7.10 / Cord
Red Oak	51.00 Cords	\$	30.60 / Cord
White Pine	15.00 Cords	\$	18.50 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 9.46 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

- 1. A bond in the amount of \$3,000.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
  - (c) Payment for each of the following units must be made before cutting begins in that unit:

. , ,	0	0 0
PAYMENT UNIT NUMBER		PERCENT OF TOTAL SALE VALUE
01		15%
02		15%
03		20%
04		50%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2017.

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

Sale Name: Shortwood Mix Sale Number: 73-011-14-01

#### 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 and red paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. The painted boundary line trees are not Included Timber and are to be protected unless marked with orange paint.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

#### 2.1.1 - Clearcut unit(s) with unmerchantable trees (6/14)

Within Payment Unit(s) 1, 2 and 3, cut all trees that are two (2) inches or more at DBH regardless of merchantability. Exception: within units 1, 2 and 3, do not cut or damage any oak trees or white pine trees. Exception: within unit 1, do not cut or damage any red pine trees unless marked with yellow paint.

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

Within Payment Unit(s) 4, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. Also, cut all aspen and red maple unless marked with green paint.

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

Note that mixed hardwood is made up of red maple, paper birch and cherry.

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

Cut and remove all standing dead trees within 100 feet of the cleared portion of all county roads and well sites. These trees may be utilized.

#### 2.2 - Utilization

#### 2.2.2 - Chipping required (5/14)

Payment Unit 2 must be chip harvested to facilitate subsequent planting operations. The Purchaser has the option to produce sawlogs or pulpwood bolts, but the remaining portion of the trees must be chipped and hauled. Do not chip 1/6 to 1/3 of the slash from harvested trees (tree tops and limbs less than four inches in diameter).

#### 2.2.3 - Stump heights (4/07)

Stump heights within the sale area shall be cut as low to the ground as possible. Unless approved by the Unit manager or his/her representative, stump heights shall not exceed ground level. This is in order to facilitate planting operations.

#### 3 - Payments

#### 3.3 - Pre-measured Sales

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

Payment Unit(s) 1 and 2 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.

#### 3.4 - Damaged Timber

#### 3.4.1 - Damaged timber (6/14)

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured. Damage to residual trees (defined as breaking of the cambium layer, broken tops or bending of trees from their natural position) is not acceptable. In addition, extreme care should be taken to avoid damage to tree seedlings and saplings. No damage is acceptable to merchantable trees. Within the sale area, if more than 5% of trees (> 4.5" DBH) within a specified area of the sale are damaged, liquidated damages will be assessed for all trees damaged. Rates will be in accordance with General Condition and Requirement 3.4 Damaged Timber.

#### 4 - Transportation

#### 4.1 - Construction

#### 4.1.5 - Culverts (5/14)

Roads may require the installation of culverts for cross drainage or at natural drainage-ways. If culverts are needed in these locations, their placement will be specified by the sale administrator and they shall be installed prior to hauling. The culverts shall be new, corrugated metal or plastic gauge. Culverts will be a minimum of 12 inches in diameter and 24 feet in length. If culverts are removed, fill shall be removed from wetland soils as specified. Soils shall be maintained and left in a non-erodible condition, with water bars, seed, fertilizer, mulch, and slash installed as directed by the sale administrator and as specified in the BMP manual. Stream crossing permits, if needed, will be obtained 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.

#### 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 the pacement of stumps and slash into the entire length of road to be closed. 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. Contact the sale administrator for specific details of design and placement.

#### 4.2 - Maintenance

#### 4.2.3 - Road maintenance (8/13)

The following road maintenance is required: Within 60 days of completion of hauling, or if no hauling occurs for 60 days, the road must be maintained and graded. This includes cleaning of drainage areas, grading, crowning and filling with gravel, if necessary. Damages will be assessed if grading/repair does not occur.

#### 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.

#### 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.

#### 5.1.3 - Well heads and natural gas pipelines (7/07)

The Purchaser is responsible for contacting the Consumers Energy Gas Company (Michigan Gas Storage) prior to operating equipment in the vicinity of well heads or natural gas pipelines. Contact Kevin Andrews at (231) 734-2342 cell: (231) 342-9657 of Jim Wade at (231) 590-2917.

#### 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 20 feet from the cleared right-of-way of all county roads, all pipelines, all gas wells and all related gas well access roads.

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

No slash or tree tops may exceed 24 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

#### 5.2.3.4 - Oak wilt restriction (6/10)

Within Payment Unit(s) 4, unless changed by written agreement, cutting, skidding, and hauling are not permitted during the period of April 15 to July 15. This is necessary to reduce the spread of oak wilt. For more information, contact the Unit Manager or his/her representative.

#### 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. Exception: All dead trees within 100' of the cleared portion of all county roads will be cut and may be utilized.

#### 5.2.4.4 - Dead and down creation, grouse (8/13)

To encourage grouse and other wildlife, in Payment Unit(s) 3, leave one, 12" diameter or larger log-length (8 foot minimum) piece on the ground for every 2 acres. These will be evenly scattered throughout the unit. This can be an unmerchantable piece or a full tree.

#### 5.4 - Soil Protection

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

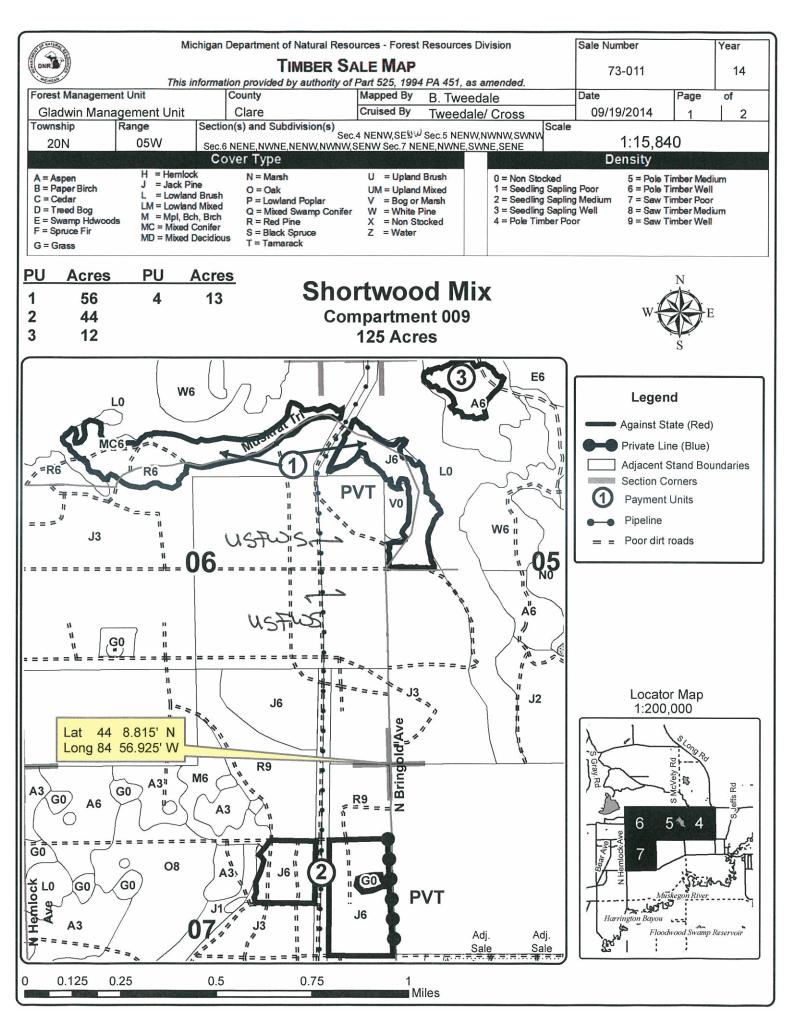
Operations are to cease immediately if equipment and weather conditions result in rutting of roads and skid trails which is 12 inches or greater in depth and 50 feet in length. The Unit Manager or his/her representative may restrict hauling and/or skidding if ruts exceed the specified depth. With the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

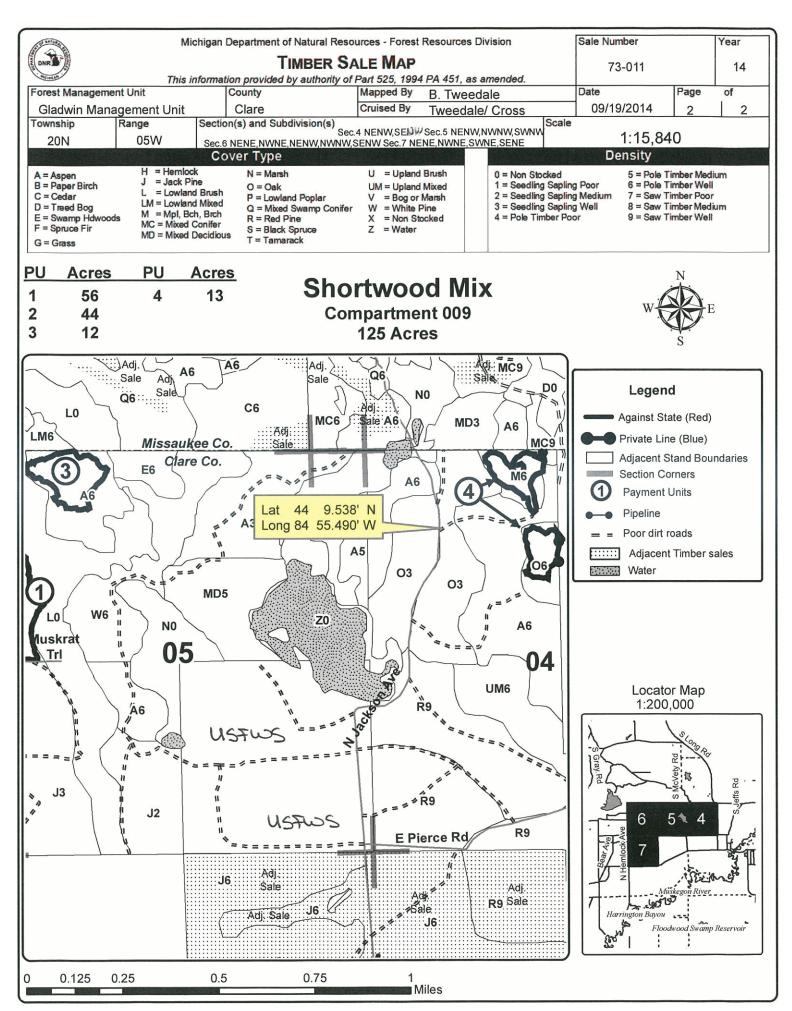
#### 5.8 - Protection of Endangered Species

#### 5.8.1 - Kirtland's warbler (1) (10/12)

This sale is adjacent to a young jack pine stand which may be used by the endangered Kirtland's Warbler. The Department reserves the right to temporarily restrict all harvesting operations in a buffer zone of up to 500 feet if it is determined that Warbler territory has been established in the adjacent stand. The restricted period, if put into effect, would apply from May 1st to August 15th. This specification applies to Unit 1 only.

Section Name: Sale Specific Current as of 2/10/2015 10:32:36AM





#### **BID FORM**

#### FOX RUN MIX (73-004-14-01)

T17N, R05W, SEC. 27; T17N, R05W, SEC. 29; T17N, R05W, SEC. 32; T17N, R05W, SEC. 33, Clare County

In response to the notice of sale to be held 11:00 a.m. (local time) on April 8, 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*	ADVERTISED PRICE		BID PRICE	
Sawlogs						
Mixed Aspen	189.10	MBF	\$	36.00 / MBF	\$	/ MBF
Mixed Oak	75.00	MBF	\$	104.00 / MBF	\$	/ MBF
Pulpwood						
Mixed Aspen	3,101.00	Cords	\$	16.20 / Cord	\$	/ Cord
Mixed Hardwood	972.00	Cords	\$	7.55 / Cord	\$	/ Cord
Red Pine	235.00	Cords	\$	43.15 / Cord	\$	/ Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$19,581.70:

PRODUCTS & SPECIES	<u>ESTIMATEI</u>	D UNITS*	ADV	ERTISED PRICE
Sawlogs				
Red Maple	61.00	MBF	\$	56.00 / MBF
Red Oak	20.50	MBF	\$	188.00 / MBF
Red Pine	33.20	MBF	\$	117.00 / MBF
Pulpwood				
Mixed Oak	339.00	Cords	\$	11.10 / Cord
Mixed Softwood	338.00	Cords	\$	13.80 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 6.35 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.

	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	ndividual or company representative's signature: Date:						
Phone nu	ımber :						

FEDERAL ID: \_\_\_-\_ \_ \_ or SOCIAL SECURITY NUMBER: \_\_\_ - \_ - \_ \_ - \_ \_ - \_ \_ \_ \_ -



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 COMPEN	SATION ACT COMPLIANCE		
•	This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.					
•	In addition, if boxes 2B or 2C are checked, 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 e	except for written s	ignatures.			
Ple	ease Check Appropriate Categories:					
1.	<ul> <li>My business is organized as (you must check one of the boxes below):</li> <li>A. Sole Proprietorship (individual)</li> <li>B. Partnership</li> <li>C. Corporation</li> </ul>					
2.	<ul> <li>You must check one of the boxes below:</li> <li>A.  I certify that my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.</li> <li>B.  I certify that my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).</li> <li>C.  I certify that my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within 21 days of the contract award.</li> </ul>					
3.	If you have checked item 2(A) or 2(B), y than yourself, including family members			<b>both</b> full-time and part-time employees, other u must enter "0").		
	Full-time Er	mployees		Part-time Employees		
Nam	ne of Business		Federal ID (or) So	ocial Security No.		
Address			Telephone ( )			
City State			ZIP			
occ	ereby certify that the above information is our in factors affecting my coverage during Signature of Owner or Authorized Representative			tify the Michigan DNRE of any changes that operations.		

Date

### GLADWIN MANAGEMENT UNIT GLADWIN OFFICE

#### PIGEON FUEL BREAK (73-007-14-01)

T20N, R05W, SEC. 02; T20N, R05W, SEC. 03; T20N, R05W, SEC. 10; T20N, R05W, SEC. 17, Clare County

In response to the notice of sale to be held 11:00 a.m. (local time) on April 8, 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.

/ MBF
/ Cord / Cord
_

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$4,227.30:

PRODUCTS & SPECIES	<b>ESTIMATED UNITS</b>		ADV	VERTISED PRICE	
Sawlogs					
Jack Pine	115.30	MBF	\$	25.00 / MBF	
Pulpwood					
Mixed Aspen	31.00	Cords	\$	15.20 / Cord	
Mixed Oak	104.00	Cords	\$	8.40 / Cord	

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 7.76 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:	_ <del>-</del>	or SOC	IAL SECURITY NUMBE	ER:	
	Company or indivi	idual bidding:				
	Company represe	entative's name	:			
	Address:					
	City:		State:	Zip:		
F AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.						
ndividual	dual or company representative's signature: Date:					
Phone number : Email (optional):						



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 WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE						
•	This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.						
•	In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within 21 days of the contract award and prior to the issuance of the timber sale contract.						
•	All Information must be typed or printed e	xcept for written si	gnatures.				
Ple	ease Check Appropriate Categories:						
<ol> <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> </ol>							
2.	<ul> <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>						
than yourself, including family members and active partners (if none, you muFull-time Employees					enter "0"). Part-time Em <sub>l</sub>	ployees	
Nam	ne of Business		Federal ID	(or) Social Secur	rity No.		
Address			Telephone (	)			
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 ccur in factors affecting my coverage during any of my present and future operations.  Signature of Owner or Authorized Representative						

Date

#### **BID FORM**

#### SHORTWOOD MIX (73-011-14-01)

T20N, R05W, SEC. 04; T20N, R05W, SEC. 05; T20N, R05W, SEC. 06; T20N, R05W, SEC. 07, Clare County

In response to the notice of sale to be held 11:00 a.m. (local time) on April 8, 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'	VERTISED PRICE	BID PRIC	<u>CE</u>
Sawlogs						
Red Oak	26.00	MBF	\$	223.00 / MBF	\$	/ MBF
Red Pine	40.20	MBF	\$	143.00 / MBF	\$	/ MBF
Pulpwood						
Jack Pine	1,472.00	Cords	\$	17.70 / Cord	\$	/ Cord
Red Pine	112.00	Cords	\$	47.65 / Cord	\$	/ Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$8,026.20:

PRODUCTS & SPECIES	ESTIMATED UNITS*		<u>adve</u>	ERTISED PRICE
Sawlogs				
Jack Pine	23.70	MBF	\$	23.00 / MBF
Mixed Aspen	6.50	MBF	\$	39.00 / MBF
Mixed Hardwood	8.90	MBF	\$	62.00 / MBF
White Pine	0.50	MBF	\$	48.00 / MBF
Pulpwood				
Balsam Fir	70.00	Cords	\$	24.30 / Cord
Mixed Aspen	130.00	Cords	\$	14.55 / Cord
Mixed Hardwood	172.00	Cords	\$	7.10 / Cord
Red Oak	51.00	Cords	\$	30.60 / Cord
White Pine	15.00	Cords	\$	18.50 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 9.46 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.							
ndividual	vidual or company representative's signature: Date:						
Phone nu	none number : Email (optional):						



Michigan Department of Natural Resources & Environment Forest Management Division

### TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

As required by Act 317, P.A. 1969 (Worker's Compensation) and Part 525 of Act 451 of 1994, as amended.

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

	VERIFICATION OF WORKER'S DISABILITY CO	MPENSATION ACT COMPLIANCE						
•	This verification must be completed and submitted within 21 days of sale contract.	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 signature:	s.						
Ple	Please Check Appropriate Categories:							
1.	My business is organized as (you <b>must</b> check <u>one</u> of the boxes be A.      Sole Proprietorship (individual)     B.      Partnership     C.      Corporation	A. Sole Proprietorship (individual)  B. Partnership						
3.	<ul> <li>A.</li></ul>	rker's Compensation Act through the use of an approved of the Notice of Exclusion within 21 days of the contract Worker's Compensation Bureau at 517-322-1195).  I will provide an original Certificate of Insurance within 21 ber of <b>both</b> full-time and part-time employees, other						
	Full-time Employees	Part-time Employees						
Nam	Name of Business Federal I	O (or) Social Security No.						
	Address Telephor (	e )						
City	City State ZIP							
I he	I hereby certify that the above information is true and correct. I agree	to notify the Michigan DNRE of any changes that						

Date

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

Signature of Owner or Authorized Representative

Title