

# DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

#### **TIMBER SALE PROSPECTUS #6157**

SCHEDULED SALE DATE AND TIME: 3:00 p.m. (local time) on April 3, 2018. LOCATION: INDIAN RIVER FIELD OFFICE, 6984 WILSON RD, INDIAN RIVER, MI 49749.

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

#### Hillacious Hardwood, Jack Pine (52-113-17)

Emmet County, Advertised Price \$55,246.45, 37.1 Acres, Hardwood, Jack Pine.

SALE NOTE: Stump heights may not exceed 6" to facilitate future planting operations. See spec 2.2.3.

Trace amounts of white ash and black cherry are within the sale boundaries, but not picked up on cruise. See spec 2.2.11

Seasonal restrictions in place for Payment Unit 1. See spec 5.2.3.1

Beech is rapidly deteriorating on this sale. See spec 7.5.1.

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.

#### Duverney East Mix (52-136-17)

Emmet County, Advertised Price \$27,556.05, 38.8 Acres, Aspen, Hardwood.

SALE NOTE: Harvest should be started as soon as possible due to the deteriorating condition of the timber due to Emerald ash borer, beech bark disease, and over-mature big-toothed aspen. There will be no contract extensions offered for this sale.

#### Duverney Aspen (52-139-17)

Emmet County, Advertised Price \$56,086.85, 36.5 Acres, Aspen, Hardwood.

SALE NOTE: No contract extensions will be issued on this timber sale because of the deteriorating condition of beech, white ash, and big-toothed aspen.

#### BID INSTRUCTIONS (VER. 11/28/2017):

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

Bids must be received by the Unit Manager, INDIAN RIVER OFFICE, 6984 WILSON RD, INDIAN RIVER, MI 49749, no later than 3:00 p.m. (local time) on April 3, 2018. For further information concerning this sale, contact Joyce Angel at 989-732-3541 extension 5440.

#### 2. Bidder's Qualifications (5/16)

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, the 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 (5/16)

Bid Forms may be completed online thru Michigan DNR Timber Sale Online Bidding (OLB) at www.michigan.gov/timberbidding or by completing the hardcopy Bid Form found in the Timber Sale Prospectus. Hardcopy Bid Forms shall be manually signed in ink. Registration in OLB is considered your 'signature' for all bids submitted thru that system. 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 hardcopy Bid Form, each erasure or change must be initialed by the person signing the bid.

#### 4. Submission of Sealed Bids (5/16)

Bid forms may be obtained from the Unit Manager or thru OLB. Bids may be submitted hardcopy or thru OLB. All hardcopy 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.

It is possible for a bidder to submit multiple bids on a single sale. For example, a bid may be submitted hardcopy and a bid may be submitted thru OLB. Or, two bidders from the same company could both submit bids on the same sale. If this were to happen, the State would accept all bids received and award the contract accordingly. All bidding and contractual requirements would apply to all bids received.

#### 5. Public Opening of Sealed Bids (7/16)

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 or announce the withdrawal of their online bid 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 (11/17)

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.

Payment Unit values in the State Forest Timber Sale Contract are calculated based on the advertised value of the Payment Unit as a percentage of the total advertised value of the contract. The advertised value of each Payment Unit is given in the Description of Timber by Payment Unit table on the Timber Sale Information page. For example, if the value of Payment Unit 1 is advertised as \$1,500 and the total Timber Sale value is advertised as \$10,000, the contract price for Payment Unit 1 will be 15% of the total bid price (\$1,500/\$10,000 \* 100).

#### 10. Disclaimer of Estimates and Bidder's Warranty of Inspection (7/16)

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.

#### 12. Good Neighbor Authority (GNA) Requirements (7/16)

If the name of this timber sales contains the acronym GNA, it is authorized by the Good Neighbor Authority (GNA) and covered by various agreements between the U.S. Forest Service and the State. The timber sale occurs on federal land and the following conditions apply:

GNA contracts on US Forest Service land will not be awarded to purchasers on the Federal list of excluded parties. The System for Award Management (SAM) will be checked for active excluded parties prior to award of contract. In addition, the Bidder to whom award is made must complete an Assurance Regarding Felony Conviction or Tax Delinquent Status for Corporate Applicants (AD-3031).

#### 13. Good Neighbor Authority (GNA) Requirements, con't (9/16)

Bidder certifies, by signing this bid form, that to the best of Bidder's knowledge that the following representations are accurate and complete.

a. That the Bidder and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from timber sales (covered transactions) by any Federal department or agency.

- b. That the Bidder and its principals have not within a 3-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- c. That the Bidder and its principals are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph b of this certification.
- d. That the Bidder and its principals have not within a 3-year period preceding this bid had one or more public transactions (Federal, State, or local) terminated for breach or default of a timber or forest product contract.

Bidders that cannot certify this requirement, in whole or in part, shall submit an explanation with their bid.

KEITH CREAGH Director

#### TIMBER SALE INFORMATION

Hillacious Hardwood, Jack Pine (52-113-17)

Emmet County (Advertised Price \$55,246.45)

SALE NOTE: Stump heights may not exceed 6" to facilitate future planting operations. See spec 2.2.3.

Trace amounts of white ash and black cherry are within the sale boundaries, but not picked up on cruise. See spec 2.2.11

Seasonal restrictions in place for Payment Unit 1. See spec 5.2.3.1

Beech is rapidly deteriorating on this sale. See spec 7.5.1.

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	<u>ESTIMATE</u>	D UNITS*	<u>ADV</u>	ERTISED PRICE
Sawtimber				
Jack Pine	21.70	MBF	\$	60.00 / MBF
Mixed Aspen	11.60	MBF	\$	54.00 / MBF
Red Maple	59.70	MBF	\$	137.00 / MBF
Sugar Maple	68.80	MBF	\$	274.00 / MBF
Pulpwood				
Jack Pine	183.00	Cords	\$	29.70 / Cord
Mixed Aspen	15.00	Cords	\$	19.25 / Cord
Mixed Hardwood	939.00	Cords	\$	21.90 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 16.97 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 \$5,525.00 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.
- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 03/31/2021.

### **Description of Timber by Payment Unit (PU)**

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Mixed Aspen	Sawtimber	11.6	MBF	28.5	\$48,268.45
	B. T. Aspen		9.0	MBF		
	Quaking Aspen		2.6	MBF		
	Red Maple		59.7	MBF		
	Sugar Maple		68.8	MBF		
	Mixed Aspen	Pulpwood	15.0	Cords		
	B. T. Aspen		11.0	Cords		
	Quaking Aspen		4.0	Cords		
	Mixed Hardwood		928.0	Cords		
	Basswood	Sawtimber	3.5	MBF		
	Beech		26.7	MBF		
	Paper Birch		3.0	MBF		
	Basswood	Pulpwood	19.0	Cords		
	Beech		324.0	Cords		
	Paper Birch		6.0	Cords		
	Red Maple		201.0	Cords		
	Sugar Maple		312.0	Cords		
2	Jack Pine	Sawtimber	21.7	MBF	8.6	\$6,956.10
	Jack Pine	Pulpwood	183.0	Cords		
	Mixed Hardwood		10.0	Cords		
	Red Maple		8.0	Cords		
	Sugar Maple		2.0	Cords		
		TOTAL:	161.8	MBF		
		TOTAL:	1,136.0	Cords		

#### Sale Specific Conditions & Requirements

Sale Name: Hillacious Hardwood, Jack Pine Sale Number: 52-113-17 Seq#: 1

#### 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 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.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1 and 2, cut all trees that are two (2) inches or more at DBH, except any hemlock, oak, yellow birch, or trees marked with teal paint. Special protection trees identified in accordance with condition 3.4.2, within clearcutting unit boundaries, are not Included Timber and are to be protected.

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

Note that the quality of beech sawtimber is quickly deteriorating and is being sold as mixed hardwood pulp. Also note that there are trace amounts of black cherry and white ash in the sale area that were not picked up on the cruise.

#### 2.2 - Utilization

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

Stump heights within the Sale Area shall not exceed 6 inches for all trees. This is in order to facilitate planting operations. Exception: Stumps may exceed 6 inches on steep slopes if operations become hazardous.

#### 2.2.8 - Utilization and removal (5/14)

All products meeting standards set forth in General Condition and Requirement 2.2 - Utilization must be removed from the sale area except on steep slopes. Retain on site less than 1/6 of the slash from harvested trees (tree tops and limbs less than four inches in diameter) except on steep slopes. This is because of future cultivation operations. The timber sale administrator will provide direction to the Purchaser for meeting sale objectives.

#### 3 - Payments

#### 3.4 - Damaged Timber

#### 3.4.2 - Special Protection Trees (4/14)

The Purchaser shall not cut live or dead special protection trees within cutting units or clearings. Special protection trees are hemlock, oak, and yellow birch. If the Purchaser's operations have cut or damaged special protection trees through carelessness, the Purchaser shall pay \$100.00 for hemlock and yellow birch, and \$50.00 for oak as fixed, agreed and liquidated damages for each special protection tree cut or damaged. Such payment does not constitute ownership of the undesignated 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 chipped, utilized, or otherwise removed from the sale.

#### 4.1.4 - Timber removed for construction (12/09)

Trees cut or damaged in the process of pre-approved road, landing or skid trail construction will be decked in an area separate from other Designated Timber and not removed until measured by the sale administrator. Payment will be made at the specified Purchase Unit Price.

#### 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 chipped, utilized, or otherwise removed from the sale. Stumps shall be set upright, not left on edge, and be moved at least 10 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

#### 4.2 - Maintenance

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

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

#### 5 - Operations

#### 5.1 - Notification

#### 5.1.1 - Pre-sale conference (10/16)

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations to determine landing and road locations. The Unit Manager or his/her representative must be contacted at least 10 days in advance to schedule the conference.

#### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

#### 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.

#### 5.2.3 - Operating Restrictions

#### 5.2.3.1 - Operating restrictions (9/11)

Within Payment Unit(s) 1, cutting, skidding, and hauling are not permitted during the period of 12/01 to 3/31. This restriction is to minimize conflict with the snowmobile trail along Chadderdon Road and to meet treatment objectives.

#### 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.

#### 5.2.40 - Pathway protection (10/10)

The North Country Pathway is a hiking trail and is shown on the Timber Sale Map. Do not cut trees or damage posts with blue pathway markers. Maintain a 20-foot wide slash, debris, and rut free zone daily, using the pathway as the centerline. Do not run equipment down the pathway. Skidding across the trail may only occur in locations approved by the sale administrator, and impact must be remediated immediately.

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

Chadderdon Road (Trail #71) is a snowmobile trail and is shown on the Timber Sale Map. Do not cut or damage posts with orange trail markers or traffic control signs. If the trail is used, it must be maintained and restored to a condition equal to or better than before the sale, and must be maintained (graded) regularly if used during the snowmobile season. No decking of forest products will be permitted along the snowmobile trail. All stumps within 20 feet of the snowmobile trail must be cut at ground level.

#### 5.4 - Soil Protection

#### 5.4.1 - Rutting restriction, general (7/16)

Operations are to cease immediately if equipment and weather conditions result in rutting of roads and/or 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 (5/15)

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

#### 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 Chadderdon and Valley Roads 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.

#### 6.2.3 - Recreational trail posting (2/10)

The Purchaser is responsible for posting and maintaining caution signs on the North Country Pathway prior to beginning operations. The trail must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic at both ends of the trail. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

#### 7 - Other Conditions

#### 7.5 - Loss

#### 7.5.1 - Deteriorating timber (7/09)

The sale area has received damage from beech bark disease. The Purchaser should harvest the wood as soon as possible. The Department of Natural Resources is held free of responsibility of any further damage or deterioration due to delay in harvesting.

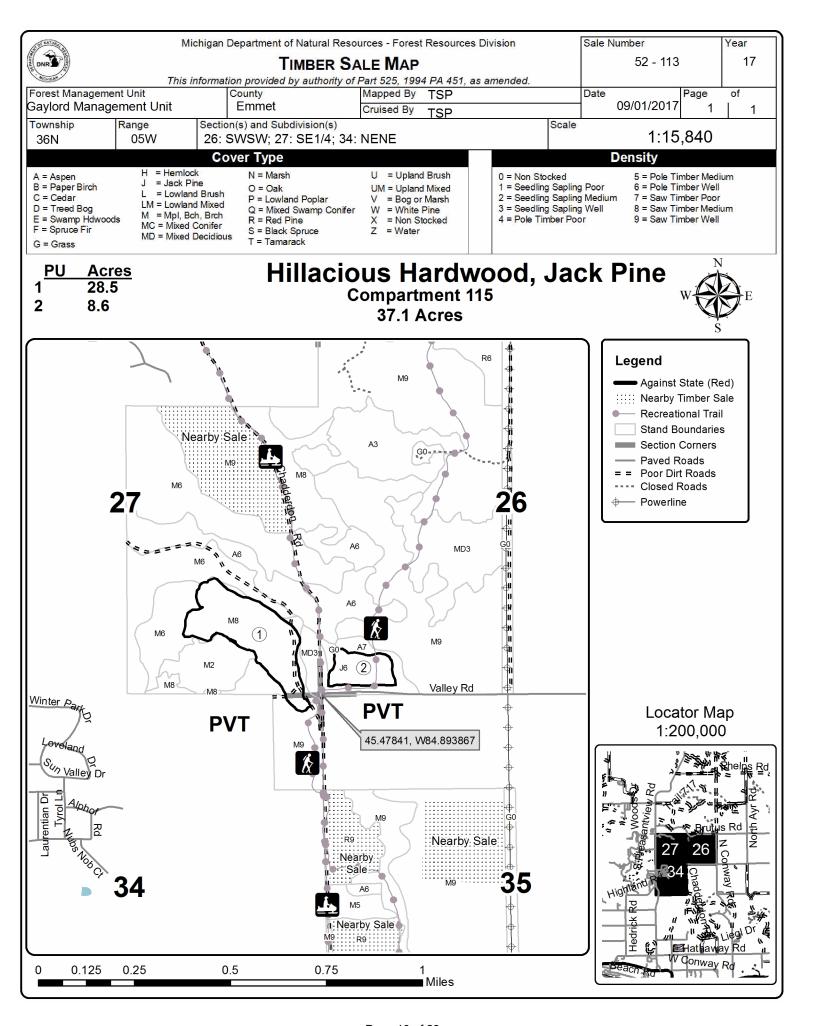
#### 8 - Performance and Settlement

#### 8.3 - Uncompleted or Terminated Contracts

#### 8.3.2 - Completion of contract, other (11/16)

Areas of this sale may be difficult to log. Per General Condition & Requirement 3.5 - Adjustment of Quantity, there will be no adjustment to contract volume, but unharvested timber may not be considered a violation of General Condition & Requirement 8.3 - Uncompleted or Terminated Contract. These areas are located in Payment Unit 1.

Section Name: Sale Specific Current as of 2/16/2018 11:13:53AM



#### TIMBER SALE INFORMATION

#### Duverney East Mix (52-136-17)

Emmet County (Advertised Price \$27,556.05)

SALE NOTE: Harvest should be started as soon as possible due to the deteriorating condition of the timber due to Emerald ash borer, beech bark disease, and over-mature big-toothed aspen. There will be no contract extensions offered for this sale.

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	<u>ESTIMATE</u>	O UNITS*	<u>ADVI</u>	ERTISED PRICE
Sawtimber				
B. T. Aspen	65.00	MBF	\$	58.00 / MBF
Red Maple	24.60	MBF	\$	147.00 / MBF
Pulpwood				
B. T. Aspen	535.00	Cords	\$	20.65 / Cord
Basswood	4.00	Cords	\$	6.90 / Cord
Mixed Hardwood	387.00	Cords	\$	23.50 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 25.62 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 \$2,000.00 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.
- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 04/30/2021.

#### **Description of Timber by Payment Unit (PU)**

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	B. T. Aspen	Sawtimber	21.2	MBF	23.1	\$8,437.45
	B. T. Aspen	Pulpwood	159.0	Cords		
	Mixed Hardwood		167.0	Cords		
	Beech		143.0	Cords		
	White Ash		24.0	Cords		
2	B. T. Aspen	Sawtimber	43.8	MBF	15.7	\$19,118.60
	Red Maple		24.6	MBF		
	B. T. Aspen	Pulpwood	376.0	Cords		
	Basswood		4.0	Cords		
	Mixed Hardwood		220.0	Cords		
	Beech		73.0	Cords		
	Red Maple		94.0	Cords		
	Sugar Maple		53.0	Cords		
		TOTAL:	89.6	MBF	_	
		TOTAL:	926.0	Cords		

#### Sale Specific Conditions & Requirements

Sale Name: Duverney East Mix Sale Number: 52-136-17 Seq#: 2

#### 1 - Sale Area

#### 1.2 - Boundaries

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

The sale boundary is marked and identified by red and blue paint. Exterior sale boundary lines adjacent to state-owned land are marked with red paint. Exterior sale boundary lines adjacent to privately owned land are marked with blue paint.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1, cut all beech, white ash, and big toothed aspen trees that are two (2) inches or more at DBH, except any ash or beech marked with a band of green paint.

Within Payment Unit(s) 2, cut all trees that are two (2) inches or more at DBH, except oak, black cherry, hemlock and white pine, and any resistant white ash or beech marked with a band of green paint.

#### 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.

#### 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, chipped, utilized or otherwise removed from the sale.

#### 4.1.6 - Road construction (1/09)

Construction of new roads or improvements of existing roads shall be done in such a way as to minimize the environmental and visual impacts. Merchantable trees shall be cut and utilized unless otherwise directed. Non-merchantable trees shall be severed and laid flat on the ground. Slash shall be scattered, and not left in windrows and kept a minimum of 10 feet back from the road edge. Stumps shall be set upright, not left on edge, and be moved at least 10 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

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

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth.

#### 4.2 - Maintenance

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

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

#### 5 - Operations

#### 5.1 - Notification

#### 5.1.1 - Pre-sale conference (10/16)

A pre-sale conference between the Purchaser and sale administrator is required prior to beginning any operations to discuss contract specifications and to determine landing and road locations.

#### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

#### 5.2.1.1 - Slash within sale area (9/16)

No trees are to be felled outside the sale area and all slash is to be kept at least 10 feet back from the red and blue paint line. If sale boundary lines are along a public road or highway, then slash must be removed 50' from these lines per General Condition & Requirement 5.2.1.

#### 5.2.2 - Hazard Trees/Snags

#### 5.2.2.1 - Den trees (10/16)

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

#### 5.2.3 - Operating Restrictions

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

Within Payment Unit(s) 1, 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.

#### 5.2.32 - 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. Slash, wood debris, chips and "cookies" from trimmings must be removed or scattered away from landing and loading areas and may not be windrowed on the edge. Stumps will be removed from the landing area and dispersed back into the sale area. Piles of topsoil will need to be spread out evenly.

#### 5.4 - Soil Protection

#### 5.4.1 - Rutting restriction, general (7/16)

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

#### 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 Duverney 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.

#### 7 - Other Conditions

#### 7.2 - Extensions

#### 7.2.2 - No extensions (3/09)

There will be no extensions granted on this contract. It is highly recommended that harvest operations begin as soon as possible because of the deteriorating condition of the timber.

#### 7.5.1 - Deteriorating timber (7/09)

The sale area has received damage from Emerald ash borer, beech bark disease, and loss of vigor in over-mature big-toothed aspen. The Purchaser should harvest the wood as soon as possible. The Department of Natural Resources is held free of responsibility of any further damage or deterioration due to delay in harvesting.

Section Name: Sale Specific Current as of 2/16/2018 10:15:50AM

AT DE HATURAL A	Michig	yan Department of Natural R	esources - Forest Res	ources Division	Sa	le Number	Year
DNR	This info	TIMBER rmation provided by authority	SALE MAP	451 .as amended.	5	2-136-17	2017
Forest Management	Unit	County	Mapped By ST	ACKS	- Da	ite Pag	ge of
GAYLORD		Section(s) and Subdivision	Cruised By STA	ICKS		9/27/2017 3	1 1
Township T35N	Range RO5W	IO E/2NW	511(3)				
	J = Jack Pine	Cover Type	U = Upland Brush	0 = Non Sto		Density 5 = Pole Timbe	er Medium
A = Aspen B = Paper Birch C = Cedar	K = Rock L = Lowland Brush	P = Lowland Poplar	UM =Upland Mix Fo	orest 0 = Non Stor	Sapling P	oor 6 = Pole Timbe	er Well
D = Treed Bog E = Swamp Hardwoods	IM = Iowland Mix	Forest R = Red Pine Birch S = Black Spruce	W = White Pine X = Non Stocked	3 = Seedling	Sapling V		er Medium
F = Spruce/Fir G = Grass	MC = Mixed Conife MD = Mixed Decid	er T = Tamarack	Y = Sand Z = Water				
H = Hemlock	N = Marsh	, , , , , , , , , , , , , , , , , , , ,			, , , ,		
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#### TIMBER SALE INFORMATION

#### Duverney Aspen (52-139-17)

Emmet County (Advertised Price \$56,086.85)

SALE NOTE: No contract extensions will be issued on this timber sale because of the deteriorating condition of beech, white ash, and big-toothed aspen.

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>ESTIMATE</b>	ED UNITS*	AD\	/ERTISED PRICE
Sawtimber				
B. T. Aspen	33.80	MBF	\$	58.00 / MBF
Basswood	13.40	MBF	\$	61.00 / MBF
Red Maple	35.10	MBF	\$	147.00 / MBF
Sugar Maple	75.40	MBF	\$	293.00 / MBF
Pulpwood				
B. T. Aspen	481.00	Cords	\$	20.65 / Cord
Basswood	55.00	Cords	\$	6.90 / Cord
Mixed Hardwood	670.00	Cords	\$	23.50 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 13.07 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 \$3,500.00 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.
- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 04/30/2021.

### **Description of Timber by Payment Unit (PU)**

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	B. T. Aspen	Sawtimber	27.0	MBF	29.2	\$44,867.15
	Basswood		10.7	MBF		
	Red Maple		28.1	MBF		
	Sugar Maple		60.3	MBF		
	B. T. Aspen	Pulpwood	385.0	Cords		
	Basswood		44.0	Cords		
	Mixed Hardwood		536.0	Cords		
	Beech		225.0	Cords		
	Red Maple		114.0	Cords		
	Sugar Maple		194.0	Cords		
	White Ash		3.0	Cords		
2	B. T. Aspen	Sawtimber	6.8	MBF	7.3	\$11,219.70
	Basswood		2.7	MBF		
	Red Maple		7.0	MBF		
	Sugar Maple		15.1	MBF		
	B. T. Aspen	Pulpwood	96.0	Cords		
	Basswood		11.0	Cords		
	Mixed Hardwood		134.0	Cords		
	Beech		56.0	Cords		
	Red Maple		29.0	Cords		
	Sugar Maple		48.0	Cords		
	White Ash		1.0	Cords		
		TOTAL:	157.7	MBF		
		TOTAL:	1,206.0	Cords		

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

Sale Name: Duverney Aspen Sale Number: 52-139-17 Seq#: 1

#### 1 - Sale Area

#### 1.2 - Boundaries

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

The sale boundary is marked and identified by red and blue paint. Exterior sale boundary lines adjacent to state-owned land are marked with red paint. Exterior sale boundary lines adjacent to privately owned land are marked with blue paint.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1 and 2, cut all trees that are two (2) inches or more at DBH, except do not cut oak, black cherry, hemlock and white pine. In addition, do not cut any white ash or beech marked with a band of green paint.

#### 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.

#### 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, chipped, utilized or otherwise removed from the sale.

#### 4.1.6 - Road construction (1/09)

Construction of new roads or improvements of existing roads shall be done in such a way as to minimize the environmental and visual impacts. Merchantable trees shall be cut and utilized unless otherwise directed. Non-merchantable trees shall be severed and laid flat on the ground. Slash shall be scattered, and not left in windrows and kept a minimum of 10 feet back from the road edge. Stumps shall be set upright, not left on edge, and be moved at least 10 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

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

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth.

#### 4.2 - Maintenance

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

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

#### 5 - Operations

#### 5 1 - Notification

#### 5.1.1 - Pre-sale conference (10/16)

A pre-sale conference between the Purchaser and sale administrator is required prior to beginning any operations to discuss contract specifications and to determine landing and road locations.

#### 5.1.6 - Utility R.O.W. (1/15)

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 (9/16)

No trees are to be felled outside the sale area and all slash is to be kept at least 10 feet back from the red and blue paint line. If sale boundary lines are along a public road or highway, then slash must be removed 50' from these lines per General Condition & Requirement 5.2.1.

#### 5.2.2 - Hazard Trees/Snags

#### 5.2.2.1 - Den trees (10/16)

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

#### 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. Slash, wood debris, chips and "cookies" from trimmings must be removed or scattered away from landing and loading areas and may not be windrowed on the edge. Stumps will be removed from the landing area and dispersed back into the sale area. Piles of topsoil will need to be spread out evenly.

#### 5.4 - Soil Protection

#### 5.4.1 - Rutting restriction, general (7/16)

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

#### 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 Duverney 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.

#### 7 - Other Conditions

#### 7.2 - Extensions

#### 7.2.2 - No extensions (3/09)

There will be no extensions granted on this contract. It is highly recommended that harvest operations begin as soon as possible because of the deteriorating condition of the timber.

#### 7.5 - Loss

#### 7.5.1 - Deteriorating timber (7/09)

The sale area has received damage from Emerald Ash Borer, Beech Bark Disease, and loss of vigor in over-mature big-toothed aspen. The Purchaser should harvest the wood as soon as possible. The Department of Natural Resources is held free of responsibility of any further damage or deterioration due to delay in harvesting.

Section Name: Sale Specific Current as of 2/15/2018 3:42:29PM

Mich Mich	igan Department of Nal	tural Resources - Forest Resources Division	Sale Nu
This info		BER SALE MAP uthority of Part 525, 1994 PA 451, as amended.	52-1
Forest Management Unit GAYLORD - NORTH-	County EMMET.	Mapped By STACKS Cruised By STACKS	Date 09/2
Township Range RO5W	Section(s) and Sub 3. SWSE	odivision(s)	

O = Oak

P = Lowland Poplar

Q = Mixed Swamp Conifer

A = Aspen

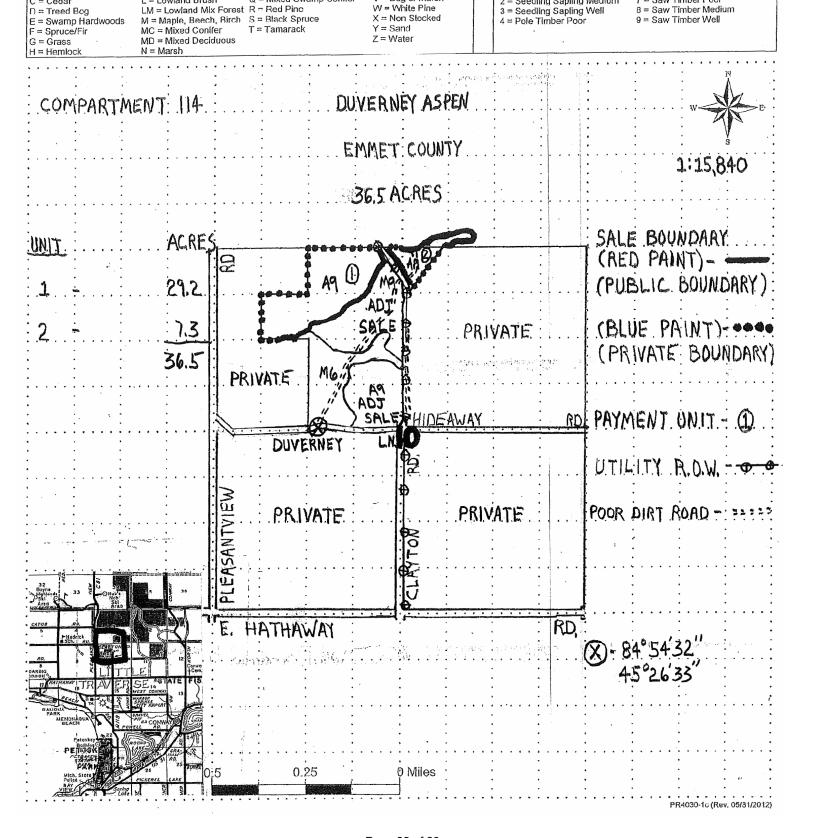
C = Cedar

B = Paper Birch

K = Rock

L = Lowland Brush

ísion	Sale Num	ber	Year
nended.	52-13		2017
	O9/29	/2017 Pa	ge of 1 1 -
	ID:	ensity	
0 = Non Stocked 1 = Seedling Sapling Poor 2 = Seedling Sapling Medium		5 = Pole Timb 6 = Pole Timb 7 = Saw Timb	er Well



U = Upland Brush

V = Bog or Marsh

UM = Upland Mix Forest

TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

#### **BID FORM**

**GAYLORD MANAGEMENT UNIT** INDIAN RIVER OFFICE

#### Hillacious Hardwood, Jack Pine (52-113-17) ; Emmet COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on April 3, 2018, 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	ESTIMATED VOLUME*	<u>A</u>	<u>DVERTISED PRICE</u>	BID PRICE/UNIT
Sawtimber				
Jack Pine	21.70 MBF	\$	60.00/MBF	\$
Mixed Aspen	11.60 MBF	\$	54.00/MBF	\$
Red Maple	59.70 MBF	\$	137.00/MBF	\$
Sugar Maple	68.80 MBF	\$	274.00/MBF	\$
Pulpwood				
Jack Pine	183.00 Cords	\$	29.70/Cord	\$
Mixed Aspen	15.00 Cords	\$	19.25/Cord	\$
Mixed Hardwood	939.00 Cords	\$	21.90/Cord	\$

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

	FEDERAL ID:	or SOCIAI	L SECURITY NUMBE	R:			
	Company or individual bidding:						
	Company representative's name:						
	Address:						
	City:	State:	Zip:				
IF AVAIL	ABLE, PLEASE PLACE T	HE PERSONALIZED LABEL	. FROM YOUR PROS	PECTUS IN THE ABOVE BOX.			
Individua	l or company representativ	/e's signature:		Date:			
Phone nu	umber :	1	Email (optional):				

THE WINNING BIDDER MUST COMPLETE THE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE (ON REVERSE SIDE IF DOUBLE SIDED) WITHIN 21 DAYS OF SALE AWARD DATE

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 16.97 percent. These estimated volumes 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 Forest Resources Division

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

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

As required by Act 317 P.A. 1969 (Morker's Compensation) and

	Part 5 of Act 451 of 1994, as ame		iu .		
VE	RIFICATION OF WORKER'S DISABILITY C	OMPENSAT	ION ACT COMP	PLIANCE	
•	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 twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract.				
•	All Information must be typed or printed exce	pt for written	signatures.		
Ple	ease Check Appropriate Categories:				
1.	My business is organized as (you <b>must</b> chec	ck <u>one</u> of the	boxes below):		
	A. ☐ Sole Proprietorship (individual)				
	B.   Partnership				
	C. Corporation				
2.	You <b>must</b> check <u>one</u> of the boxes below:				
	A.  I certify my business is a sole proprietorshi Worker's Compensation Laws.	p and it has no	employees but th	e sole proprietor. I am not subject to the	
	B.  I certify my business has satisfied its o bligation (BWC-337, Rev. 5/96). I will proquestions or a copy of the BWC-337, please	vide a copy of	the Notice of Excl	usion within 21 days of the contract award. (For	
	C.  I certify my business has a Worker's Compone (21) days of the contract award.	ensation Polic	y. I will provide ar	original Certificate of Insurance within twenty-	
3.	If you have checked item 2(A) or 2(B), you than yourself, including family members and			f <b>both</b> full-time and part-time employees, other must enter "0").	
	Full-time Employ	(PPS		Part-time Employees	
	r un une Employ	CC3		r art ame Employees	
Nam	ne of Business		Federal ID (or) So	ocial Security No.	
Address			Telephone		
			( )		
City	State	е	ZIP		
	ereby certify that the above information is true actors affecting my coverage during any of my			the Michigan DNR of any changes that occur	
11 10	actors affecting my coverage during any or my	present and	ruture operation	13.	
_					
S	Signature of Owner or Authorized Representative				

Please complete the "SEALED BID" information on the next page

Date

TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

EEDEDAI ID:

#### **BID FORM**

**GAYLORD MANAGEMENT UNIT** INDIAN RIVER OFFICE

#### <u>Duverney Aspen (52-139-17)</u> ; Emmet COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on April 3, 2018, 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.

DUCTS & SPECIES	<b>ESTIMATED</b>	VOLUME*	AE	VERTISED PRICE	BID PRICE/UNIT
timber					
B. T. Aspen	33.80	MBF	\$	58.00/MBF	\$
Basswood	13.40	MBF	\$	61.00/MBF	\$
Red Maple	35.10	MBF	\$	147.00/MBF	\$
Sugar Maple	75.40	MBF	\$	293.00/MBF	\$
wood					
B. T. Aspen	481.00	Cords	\$	20.65/Cord	\$
Basswood	55.00	Cords	\$	6.90/Cord	\$
Mixed Hardwood	670.00	Cords	\$	23.50/Cord	\$
	DDUCTS & SPECIES rtimber B. T. Aspen Basswood Red Maple Sugar Maple bwood B. T. Aspen Basswood B. T. Aspen Basswood Mixed Hardwood	Intimber       33.80         B. T. Aspen       33.80         Basswood       13.40         Red Maple       35.10         Sugar Maple       75.40         Interval of the state of	#timber B. T. Aspen 33.80 MBF Basswood 13.40 MBF Red Maple 35.10 MBF Sugar Maple 75.40 MBF  #wood B. T. Aspen 481.00 Cords Basswood 55.00 Cords	#timber B. T. Aspen 33.80 MBF \$ Basswood 13.40 MBF \$ Red Maple 35.10 MBF \$ Sugar Maple 75.40 MBF \$ wood B. T. Aspen 481.00 Cords \$ Basswood 55.00 Cords \$	#timber B. T. Aspen 33.80 MBF \$ 58.00/MBF Basswood 13.40 MBF \$ 61.00/MBF Red Maple 35.10 MBF \$ 147.00/MBF Sugar Maple 75.40 MBF \$ 293.00/MBF  #wood B. T. Aspen 481.00 Cords \$ 20.65/Cord Basswood 55.00 Cords \$ 6.90/Cord

\*The volumes are statistically estimated within plus (+) or minus (-) 13.07 percent. These estimated volumes 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 SECURITY NUMBER:			
	Company or individual bidding:			
	Company representative's name:			
	Address:			
	City:	State:	Zip:	
IF AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.				
Individua	dividual or company representative's signature: Date:			
Phone ni	hone number : Email (optional):			

THE WINNING BIDDER MUST COMPLETE THE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE (ON REVERSE SIDE IF DOUBLE SIDED) WITHIN 21 DAYS OF SALE AWARD DATE



# Michigan Department of Natural Resources Forest Resources Division

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

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

As required by Act 317, P.A. 1969 (Worker's Compensation) and Part 5 of Act 451 of 1994, as amended.

# 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 twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract.

•	twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract.				
•	<ul> <li>All Information must be typed or printed except for written signature</li> </ul>	es.			
PΙε	Please Check Appropriate Categories:				
1.	<ol> <li>My business is organized as (you must check one of the boxes b</li> <li>A. Sole Proprietorship (individual)</li> <li>B. Partnership</li> <li>Corporation</li> </ol>	elow):			
2.	2. You <b>must</b> check <u>one</u> of the boxes below:				
	A.   I certify my business is a sole proprietorship and it has no employe Worker's Compensation Laws.	es but the sole proprietor. I am not subject to the			
	B.  I certify my business has satisfied its o bligation to the Worker's Co Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notic questions or a copy of the BWC-337, please call the Worker's Cor	e of Exclusion within 21 days of the contract award. (For			
	C.   I certify my business has a Worker's Compensation Policy. I will prone (21) days of the contract award.	ovide an original Certificate of Insurance within twenty-			
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			
lan	lame of Business Federal	ID (or) Social Security No.			
Add	Address Telepho (	ne )			
City	City State ZIP				
n fa	hereby certify that the above information is true and correct. I agree in factors affecting my coverage during any of my present and future of Signature of Owner or Authorized Representative				
_	Title	Date			

Please complete the "SEALED BID" information on the next page

PR 4031-5 (Rev. 10/30/2012)

TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

#### **BID FORM**

GAYLORD MANAGEMENT UNIT INDIAN RIVER OFFICE

#### <u>Duverney East Mix (52-136-17)</u> ; Emmet COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on April 3, 2018, 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	ESTIMATED VOLUME	* ADVERTISED PRICE	BID PRICE/UNIT
Sawtimber			
B. T. Aspen	65.00 MBF	\$ 58.00/MBF	\$
Red Maple	24.60 MBF	\$ 147.00/MBF	\$
Pulpwood			
B. T. Aspen	535.00 Cords	\$ 20.65/Cord	\$
Basswood	4.00 Cords	\$ 6.90/Cord	\$
Mixed Hardwood	387.00 Cords	\$ 23.50/Cord	\$

\*The volumes are statistically estimated within plus (+) or minus (-) 25.62 percent. These estimated volumes 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 SECURITY NUMBER	:	
	Company or individual bidding:				
	Company representative's name:				Ш
	Address:				
	City:	State:	Zip:		
IF AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.					
Individual or company representative's signature: Date:					
Phone nu	Phone number : Email (optional):				

THE WINNING BIDDER MUST COMPLETE THE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE (ON REVERSE SIDE IF DOUBLE SIDED) WITHIN 21 DAYS OF SALE AWARD DATE



# Michigan Department of Natural Resources Forest Resources Division

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

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

As required by Act 317, P.A. 1969 (Worker's Compensation) and Part 5 of Act 451 of 1994, as amended.

# 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 twenty-one (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 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 my business has satisfied its o bligation 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 my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty-one (21) days of the contract award.</li> </ul>					
3.	If you have checked item 2(A) or 2(B), you <b>must</b> indicate than yourself, including family members and active partners Full-time Employees	the number of <b>both</b> full-time and part-time employees, other is (if none, you must enter "0").  Part-time Employees				
Nam	me of Business	Federal ID (or) Social Security No.				
Address		Telephone ( )				
City	y State 2	ZIP				
in fa _	hereby certify that the above information is true and correct. I agree to notify the Michigan DNR of any changes that occur in factors affecting my coverage during any of my present and future operations.  Signature of Owner or Authorized Representative					
Ī	Title	Date				

Please complete the "SEALED BID" information on the next page

PR 4031-5 (Rev. 10/30/2012)