



**DEPARTMENT OF NATURAL RESOURCES  
STATE OF MICHIGAN  
TIMBER SALE PROSPECTUS #7378**

SCHEDULED SALE DATE AND TIME: 3:00 p.m. (local time) on February 29, 2024.

LOCATION: NEWBERRY MGMT UNIT, PO BOX 428, 5666 S STATE HWY M 123, NEWBERRY, MI 49868.

PROSPECTUS NOTE: The bidder is advised to inspect the sale area and review the location, estimated volumes, operating costs and contract terms of proposed sales. Please be aware that some landowners may request 60 days or more notice for access across their land.

Notice is hereby given that bids will be received by the Unit Manager, NEWBERRY MANAGEMENT UNIT, for certain timber on the following described lands:

Kneeland Mix (42-014-23) / T45N, R08W, SEC. 25, N1/2NW,SWNW,NWSW.  
T45N, R08W, SEC. 26, NE,N1/2SE.

Luce County, Advertised Price \$24,553.25, 109.7 Acres, Hardwood, Spruce/Fir/Tamarack.

SALE NOTE: An evaluation of a nearby stick nest will need to be done prior to starting operations in Payment Unit 7. If the nest is found to be active, Payment Unit 7 will be removed from the contract and no damages will be assessed.

Road maintenance is required on this sale. See Sale Spec 4.2.3 for details.

Within Payment Unit(s) 1-7, harvesting is limited to the period of December 1 to April 1 because of the deer wintering complex.

Access may be through private or other public land.

Deer Park Jack Pine (42-025-21) / T49N, R10W, SEC. 4 , SESW,SWSE.  
T49N, R10W, SEC. 8 , NENW.  
T49N, R10W, SEC. 9 , NENW,W1/2NE.

Luce County, Advertised Price \$81,144.55, 70.8 Acres, Red Pine, Jack Pine.

SALE NOTE: Road maintenance may be necessary. See Sale Spec 4.2.3 for additional information.

Harvesting is not permitted during the period of December 31 to April 15. See Sale Spec 5.2.3.2 for additional information.

## BID INSTRUCTIONS (VER. 10/10/2022):

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

Bids must be received by the Unit Manager, NEWBERRY OFFICE, PO Box 428 5666 S STATE HWY M 123, NEWBERRY, MI 49868, no later than 3:00 p.m. (local time) on February 29, 2024. For further information concerning this sale, contact Keith Magnusson at 906-291-0120 extension n/a.

### 2. Bidder's Qualifications (10/22)

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. A person must be 18 years of age or older to purchase timber. Permanent employees of the Department of Natural Resources or members of their immediate household may not bid. Former employees, in the permanent or seasonal class, may not bid until 3 months after the last day of active duty. 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](http://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. Worker's Compensation (10/22)

Purchaser shall obtain worker's 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. Verification of Worker's Disability Compensation Act Compliance must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract. In addition, if applicable, Notice of Exclusion or Certificate of Insurance must also be submitted.

#### 10. Timber Sale Contract (10/22)

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](http://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 3 months after the first offense, 6 months after the second offense, and 1 year after the third offense. An offense will only be counted against the Bidder for 5 years. 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 ( $\$1,500/\$10,000 * 100$ ).

#### 11. Disclaimer of Estimates and Bidder's Warranty of Inspection (10/22)

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.

#### 12. Certification and Chain-of-Custody (10/22)

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.

#### 13. Good Neighbor Authority (GNA) Requirements (10/22)

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).

14. Good Neighbor Authority (GNA) Requirements, con't (10/22)

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.

Scott Bowen  
Director

## TIMBER SALE INFORMATION

### Kneeland Mix (42-014-23)

T45N, R08W, SEC. 25; T45N, R08W, SEC. 26.  
Luce County (Advertised Price \$24,553.25)

SALE NOTE: An evaluation of a nearby stick nest will need to be done prior to starting operations in Payment Unit 7. If the nest is found to be active, Payment Unit 7 will be removed from the contract and no damages will be assessed.

Road maintenance is required on this sale. See Sale Spec 4.2.3 for details.

Within Payment Unit(s) 1-7, harvesting is limited to the period of December 1 to April 1 because of the deer wintering complex.

Access may be through private or other public land.

A timber sale contract for this lump sum, sealed bid timber sale will be awarded to the responsible bidder offering the highest sealed bid price. All units of volume listed below were estimated using the Inventory Manager computer program and the new Michigan taper model. Bids must be at or above the following advertised price for each product and species:

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>
Sawtimber		
Red Maple	28.5 MBF	\$ 73.00 / MBF
Yellow Birch	7.0 MBF	\$ 87.00 / MBF
Pulpwood		
Balsam Fir	115 Cords	\$ 10.95 / Cord
Mixed Hardwood	1,381 Cords	\$ 12.15 / Cord
Mixed Spruce	285 Cords	\$ 7.35 / Cord
Paper Birch	11 Cords	\$ 8.75 / Cord
Quaking Aspen	50 Cords	\$ 24.65 / Cord
White Pine	19 Cords	\$ 21.15 / Cord

\* The total volume is statistically estimated within plus (+) or minus (-) 11.30 percent. There are an estimated 1,988 cords on this timber sale, plus or minus 225 cords at the 95% confidence level. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

1. A bond in the amount of \$1,228.00 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	22.8%
02	9.7%
03	38.9%
04	14.5%
05	5.0%
06	7.3%
07	1.8%

4. If no cutting takes place, the 10% down payment will not be refunded.
5. Operations on the contract issued will terminate on 06/30/2027.

### **SALE STATISTICS**

Volumes were calculated in cubic feet using the Michigan taper model. Cubic foot volume includes all wood inside bark for the product indicated. For display purposes, cubic feet were converted to cords and MBF using a simple conversion factor, e.g. 79 cubic feet per cord and 185 cubic feet per MBF. The cubic foot volumes are precise; the cords and MBF volumes are not. Cubic foot volume cannot be directly converted to cords or boards with precision.

## SALE VOLUMES

The total estimated sale volume may not equal the sum of the species/products due to the nature of statistical calculations associated with double sampling methodology.

VOLUME			STATISTICAL RANGE IN CORDS	
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
157,031	1,988	11.30%	1,763	2,213

## VDU VOLUMES

A VDU is a Volume Determination Unit. Volumes and their associated statistics are calculated at the VDU level and summarized to the sale level. There is often a one to one relationship between a VDU and a Payment Unit, but not always, depending on the cruise design. Refer to the VDU TO PAYMENT UNIT table.

	VOLUME			RANGE IN CORDS	
VDU	TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
40	88,008	1,114	12.56%	974	1,254
42	12,264	155	64.12%	56	255
44	56,759	718	12.13%	631	806
<b>TOTAL:</b>	<b>157,031</b>	<b>1,988</b>		<b>1,661</b>	<b>2,314</b>

## VDU TO PAYMENT UNIT

When a VDU is associated with more than one Payment Unit (PU), the VDU volumes are assigned to the PU based on acres of the VDU within the PU.

VDU	VDU ACRES	PU	PU ACRES
40	78.5	1	33.4
		2	14.2
		4	21.0
		5	7.3
		7	2.6
42	6.0	6	6.0
44	25.2	3	25.2
<b>TOTAL:</b>	<b>109.7</b>		<b>109.7</b>

**DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)**

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE			
1	Red Maple	Sawtimber	4.4	MBF	33.4	\$5,604.35			
	Yellow Birch		1.4	MBF					
	Balsam Fir	Pulpwood	33	Cords					
	Mixed Hardwood		325	Cords					
	<i>Ironwood</i>		1	<i>Cords</i>					
	<i>Red Maple</i>		306	<i>Cords</i>					
	<i>Yellow Birch</i>		18	<i>Cords</i>					
	Mixed Spruce		72	Cords					
	<i>Black Spruce</i>		10	<i>Cords</i>					
	<i>White Spruce</i>		62	<i>Cords</i>					
	Paper Birch		3	Cords					
	<i>Paper Birch</i>	<i>Sawtimber</i>	0.3	<i>MBF</i>					
	<i>Paper Birch</i>	<i>Pulpwood</i>	2	<i>Cords</i>					
	Quaking Aspen		12	Cords					
2	Red Maple	Sawtimber	1.9	MBF	14.2	\$2,380.75			
	Yellow Birch		0.6	MBF					
	Balsam Fir	Pulpwood	14	Cords					
	Mixed Hardwood		138	Cords					
	<i>Red Maple</i>		130	<i>Cords</i>					
	<i>Yellow Birch</i>		8	<i>Cords</i>					
	Mixed Spruce		31	Cords					
	<i>Black Spruce</i>		4	<i>Cords</i>					
	<i>White Spruce</i>		27	<i>Cords</i>					
	Paper Birch		1	Cords					
	<i>Paper Birch</i>	<i>Sawtimber</i>	0.1	<i>MBF</i>					
	<i>Paper Birch</i>	<i>Pulpwood</i>	1	<i>Cords</i>					
	Quaking Aspen		5	Cords					
	3	Red Maple	Sawtimber	18.1			MBF	25.2	\$9,553.60
Yellow Birch			3.7	MBF					
Balsam Fir		Pulpwood	29	Cords					
Mixed Hardwood			561	Cords					
<i>Sugar Maple</i>		<i>Sawtimber</i>	0.6	<i>MBF</i>					
<i>Red Maple</i>		<i>Pulpwood</i>	439	<i>Cords</i>					
<i>Sugar Maple</i>			80	<i>Cords</i>					
<i>Yellow Birch</i>			41	<i>Cords</i>					
Mixed Spruce			51	Cords					
<i>White Spruce</i>			51	<i>Cords</i>					
White Pine			19	Cords					
4		Red Maple	Sawtimber	2.8	MBF	21.0	\$3,559.60		
		Yellow Birch		0.9	MBF				
		Balsam Fir	Pulpwood	21	Cords				
	Mixed Hardwood		206	Cords					
	<i>Ironwood</i>		1	<i>Cords</i>					
	<i>Red Maple</i>		193	<i>Cords</i>					
	<i>Yellow Birch</i>		12	<i>Cords</i>					
	Mixed Spruce		46	Cords					
	<i>Black Spruce</i>		6	<i>Cords</i>					
	<i>White Spruce</i>		40	<i>Cords</i>					
	Paper Birch		1	Cords					
	<i>Paper Birch</i>	<i>Sawtimber</i>	0.2	<i>MBF</i>					
	<i>Paper Birch</i>	<i>Pulpwood</i>	1	<i>Cords</i>					
	Quaking Aspen		8	Cords					
5	Red Maple	Sawtimber	1.0	MBF	7.3	\$1,229.95			
	Yellow Birch		0.3	MBF					
	Balsam Fir	Pulpwood	7	Cords					
	Mixed Hardwood		71	Cords					

**DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU), CON'T**

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
5 con't	<i>Red Maple</i>	<i>Pulpwood</i>	67	<i>Cords</i>		
	<i>Yellow Birch</i>		4	<i>Cords</i>		
	Mixed Spruce		16	Cords		
	<i>Black Spruce</i>		2	<i>Cords</i>		
	<i>White Spruce</i>		14	<i>Cords</i>		
	Quaking Aspen		3	Cords		
6	Balsam Fir	Pulpwood	8	Cords	6.0	\$1,789.05
	Mixed Hardwood		55	Cords		
	<i>Red Maple</i>		49	<i>Cords</i>		
	<i>Yellow Birch</i>		6	<i>Cords</i>		
	Mixed Spruce		63	Cords		
	<i>Black Spruce</i>		25	<i>Cords</i>		
	<i>White Spruce</i>		38	<i>Cords</i>		
	Paper Birch		6	Cords		
	<i>Paper Birch</i>		6	<i>Cords</i>		
	Quaking Aspen		21	Cords		
7	Red Maple	Sawtimber	0.3	MBF	2.6	\$435.95
	Yellow Birch		0.1	MBF		
	Balsam Fir	Pulpwood	3	Cords		
	Mixed Hardwood		25	Cords		
	<i>Red Maple</i>		24	<i>Cords</i>		
	<i>Yellow Birch</i>		1	<i>Cords</i>		
	Mixed Spruce		6	Cords		
	<i>Black Spruce</i>		1	<i>Cords</i>		
	<i>White Spruce</i>		5	<i>Cords</i>		
	Quaking Aspen		1	Cords		
	TOTAL:			35.5		
TOTAL:			1,861	Cords		



# Sale Specific Conditions & Requirements

Sale Name: Kneeland Mix

Sale Number: 42-014-23 Seq#: 1

## 1 - Sale Area

### 1.2 - Boundaries

#### 1.2.1 - Painted boundaries (9/19)

The sale boundary and Payment Unit boundaries are marked and identified by red and yellow paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint. Retention patches are marked with red paint; no harvesting activities may occur within these areas. The painted boundary line trees are not Included Timber and are to be protected unless marked with orange paint. 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

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

Within Payment Unit(s) 6, cut all trees which meet minimum piece specifications in 2.2 Utilization, except do not cut white pine, hemlock, and cedar.

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

Within Payment Unit(s) 1, 2, 4, 5, and 7, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. In addition, cut all balsam fir, aspen, and spruce, where present.

#### 2.1.4 - Designated timber unit(s) (6/17)

Within Payment Unit(s) 3, all hardwoods, balsam fir, and spruce trees are designated for cutting which meet minimum piece specifications in 2.2 - Utilization. In addition, cut all white pine unless marked with a ring of green paint.

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

Note that an evaluation of a nearby stick nest will need to be done prior to starting operations in Payment Unit 7. If the nest is found to be active, Payment Unit 7 will be removed from the contract and no damages will be assessed.

### 2.2 - Utilization

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

Within Payment Unit(s) 1-7, all wood must be removed by whole tree, tree segment, or roundwood. No chipping is permitted.

## 3 - Payments

### 3.3 - Pre-measured Sales

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

Payment Unit(s) 1 & 3, 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 Amendment.

## 4 - Transportation

### 4.1 - Construction

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

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

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

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing double earthen berms at strategic locations.

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 30 days of completion of hauling, or if no hauling occurs for 30 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.

### 5 - Operations

#### 5.2 - Conduct of Operations

##### 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

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

Within Payment Unit(s) 1-7, unless changed by written agreement, cutting, skidding, and hauling are limited to the period of December 1 to April 1. This restriction is because of the deer wintering complex.

##### 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. 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.

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

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

#### 5.4 - Soil Protection

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

Operations are to cease immediately if equipment and weather conditions result in rutting of roads or skid trails which are 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

##### 5.8.3 - Red shoulder hawk or goshawk (1) (2/16)

In the event that an active red shoulder hawk or goshawk nest is found, the contract may be amended to protect the nest site until the nest is determined to be inactive. The value of the trees in this excluded area will be refunded or credited to the Purchaser. The nest will be buffered with a five-chain radius (eight acre) protection area, centered on the nest tree, in which there will be no cutting or new roads constructed. Avoid human disturbance, including loading and skidding, in the protection area.

An additional zone of five chains (ten chains centered on the active nest tree) will be established in which there is no management activity from April 1 to July 30. Limit biomass harvesting and chipping operations within this ten-chain zone, retain the maximum one-third of residues per the Woody Biomass Harvesting Guidelines (Michigan DNR 2010). Nests determined to be inactive will be protected with a one-chain no-harvest buffer.

##### 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 (10/20)**

The Purchaser is responsible for posting and maintaining caution signs on Kneeland Bigelow Road prior to beginning operations. The road must be posted at appropriate distances along the road 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.



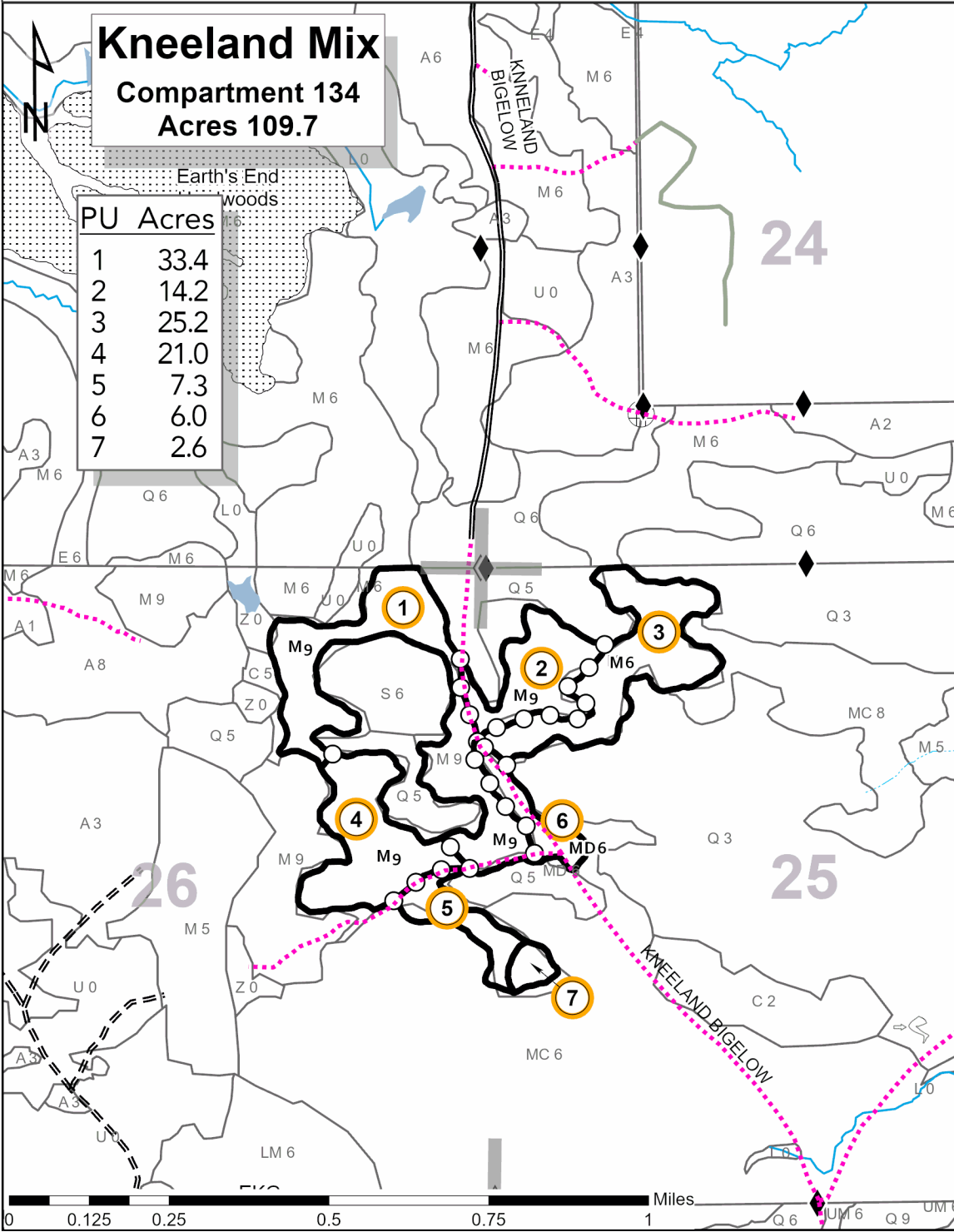
# TIMBER SALE MAP

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

Sale Number	Year
42-014	23

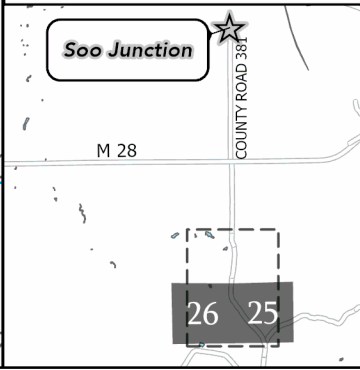
Forest Management Unit Newberry	County Luce	Mapped By L. Livermore	Date 3/13/2022	Page 1	of 1
Township 45N	Range 08W	Section(s) and Subdivision(s) Section 25: N½NW, SWNW, NWSW Section 26: NE, N½SE	Scale 1:15,840		

Cover Type				Density		
A = Aspen	H = Hemlock	N = Marsh	U = Upland Brush	0 = Non Stocked	5 = Pole Timber Medium	
B = Paper Birch	J = Jack Pine	O = Oak	UM = Upland Mixed	1 = Seedling Sapling Poor	6 = Pole Timber Well	
C = Cedar	L = Lowland Brush	P = Lowland Poplar	V = Bog or Marsh	2 = Seedling Sapling Medium	7 = Saw Timber Poor	
D = Tread Bog	LM = Lowland Mixed	Q = Mixed Swamp Conifer	W = White Pine	3 = Seedling Sapling Well	8 = Saw Timber Medium	
E = Swamp Hdwoods	M = Mpl, Bch, Brch	R = Red Pine	X = Non Stocked	4 = Pole Timber Poor	9 = Saw Timber Well	
F = Spruce Fir	MC = Mixed Conifer	S = Black Spruce	Z = Water			
G = Grass	MD = Mixed Deciduous	T = Tamarack				



- Payment Unit Label
- Against State (Red)
- Payment Unit (Yellow)
- 01** Section Numbers
- Section Corners
- Survey Corners
- Berms
- Intermittent Stream
- Perennial River
- Lakes and Rivers
- Secondary Forest Road
- Forest Access Route
- Private
- Temporary Management Access
- Great Lakes
- Nearby Timber Sales

Locator Map: 1:200,000  
 - Main Map Extent



## TIMBER SALE INFORMATION

Deer Park Jack Pine (42-025-21)  
 T49N, R10W, SEC. 4; T49N, R10W, SEC. 8; T49N, R10W, SEC. 9.  
 Luce County (Advertised Price \$81,144.55)

SALE NOTE: Road maintenance may be necessary. See Sale Spec 4.2.3 for additional information.

Harvesting is not permitted during the period of December 31 to April 15. See Sale Spec 5.2.3.2 for additional information.

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. All units of volume listed below were estimated using the Inventory Manager computer program and the new Michigan taper model. Bids must be at or above the following advertised price for each product and species:

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>
Pulpwood		
Jack Pine	629 Cords	\$ 46.90 / Cord
Red Pine	653 Cords	\$ 75.55 / Cord
White Pine	102 Cords	\$ 22.65 / Cord

\* The total volume is statistically estimated within plus (+) or minus (-) 15.16 percent. There are an estimated 1,385 cords on this timber sale, plus or minus 210 cords at the 95% confidence level. 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 \$4,057.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
3. Total payment must be paid in advance or according to the following schedule :
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
  - (c) Payment for each of the following units must be made before cutting begins in that unit:

PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
01	17.4%
02	15.2%
03	25.3%
04	17.6%
05	24.5%
4. If no cutting takes place, the 10% down payment will not be refunded.
5. Operations on the contract issued will terminate on 12/31/2027.

### **SALE STATISTICS**

Volumes were calculated in cubic feet using the Michigan taper model. Cubic foot volume includes all wood inside bark for the product indicated. For display purposes, cubic feet were converted to cords and MBF using a simple conversion factor, e.g. 79 cubic feet per cord and 185 cubic feet per MBF. The cubic foot volumes are precise; the cords and MBF volumes are not. Cubic foot volume cannot be directly converted to cords or boards with precision.

### **SALE VOLUMES**

The total estimated sale volume may not equal the sum of the species/products due to the nature of statistical calculations associated with double sampling methodology.

VOLUME		STATISTICAL RANGE IN CORDS		
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
109,404	1,385	15.16%	1,175	1,595

## VDU VOLUMES

A VDU is a Volume Determination Unit. Volumes and their associated statistics are calculated at the VDU level and summarized to the sale level. There is often a one to one relationship between a VDU and a Payment Unit, but not always, depending on the cruise design. Refer to the VDU TO PAYMENT UNIT table.

VDU	VOLUME		PERCENT ERROR	RANGE IN CORDS	
	TOTAL CUBIC FEET	TOTAL CORDS		MINIMUM	MAXIMUM
10	56,034	709	18.20%	580	838
18	22,032	279	33.57%	185	373
21	15,753	199	38.41%	123	276
37	15,585	197	34.10%	130	265
<b>TOTAL:</b>	<b>109,404</b>	<b>1,385</b>		<b>1,018</b>	<b>1,751</b>

## VDU TO PAYMENT UNIT

When a VDU is associated with more than one Payment Unit (PU), the VDU volumes are assigned to the PU based on acres of the VDU within the PU.

VDU	VDU ACRES	PU	PU ACRES
10	39.3	4	16.4
		5	22.9
18	7.9	3	7.9
21	16.1	1	16.1
37	7.5	2	7.5
<b>TOTAL:</b>	<b>70.8</b>		<b>70.8</b>

## DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Red Pine	Pulpwood	184	Cords	16.1	\$14,105.05
	White Pine		9	Cords		
2	Red Pine	Pulpwood	147	Cords	7.5	\$12,328.95
	White Pine		54	Cords		
3	Jack Pine	Pulpwood	2	Cords	7.9	\$20,544.60
	Red Pine		259	Cords		
	White Pine		39	Cords		
4	Jack Pine	Pulpwood	262	Cords	16.4	\$14,252.10
	Red Pine		26	Cords		
5	Jack Pine	Pulpwood	365	Cords	22.9	\$19,913.85
	Red Pine		37	Cords		
<b>TOTAL:</b>			1,384	Cords		

# Sale Specific Conditions & Requirements

**Sale Name: Deer Park Jack Pine**

**Sale Number: 42-025-21 Seq#: 2**

## 1 - Sale Area

### 1.2 - Boundaries

#### 1.2.1 - Painted boundaries (9/19)

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. Retention patches are marked with red paint; no harvesting activities may occur within these areas. 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 - 5, cut all trees that are two (2) inches or more at DBH, except leave all oak.

### 2.2 - Utilization

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

Stump heights within Payment Unit(s) 1-5 shall not exceed 6 inches for all trees. This is to facilitate cultivation operations.

## 4 - Transportation

### 4.1 - Construction

#### 4.1.3 - Slash and earthen piles (8/04)

Piles or windrows of earth along roads and landings that have been widened or constructed shall be leveled. Slash from road maintenance or construction, including stumps, shall be dispersed throughout the sale.

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

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

#### 4.1.7 - Road closure (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. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth. These roads must be rendered impassable to cars and trucks. Temporary berms may be required if no sale activity occurs for 30 or more consecutive days. Contact the sale administrator for specific details of design and placement.

### 4.2 - Maintenance

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

The following road maintenance may be needed: grading and filling with gravel, if necessary.

#### 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

### 5.2 - Conduct of Operations

## 5.2.1 - Slash

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

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

## 5.2.2 - Hazard Trees/Snags

### 5.2.2.1 - Den trees (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

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

Within Payment Unit(s) 1-5, unless changed by written agreement, cutting, skidding, and hauling are not permitted during the period of December 31 to April 15. This restriction is because of the stump height requirements.

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

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

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

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

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

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

## 5.4 - Soil Protection

### 5.4.1 - Rutting restriction, general (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.

## 5.8 - 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 (10/20)

The Purchaser is responsible for posting and maintaining caution signs on access roads leading to sale prior to beginning operations. The road must be posted approximately 350 feet from the Sale Area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

## 7 - Other Conditions

### 7.3 - Contract Modifications

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



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



# TIMBER SALE MAP

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

Forest Management Unit  
Newberry

Township  
49N

Range  
10W

Section(s) and Subdivision(s)  
Section 04: SESW,SWSE Section 08: NENW Section 09: NENW,W½NE

Scale  
1:15,840

County  
Luce

Mapped By  
L. Livermore

Cruised By  
Kriehn, L. Livermore, Payment

Date  
10/17/2022

Page of  
1 of 1

Sale Number  
42-025

Year  
21

## Cover Type

- A = Aspen
- B = Paper Birch
- C = Cedar
- D = Tread Bog
- E = Swamp Hardwoods
- F = Spruce Fir
- G = Grass
- H = Hemlock
- J = Jack Pine
- L = Lowland Brush
- LM = Lowland Mixed
- M = Mpl, Bct, Birch
- MC = Mixed Conifer
- MD = Mixed Deciduous
- N = Marsh
- O = Oak
- P = Lowland Poplar
- Q = Mixed Swamp Conifer
- R = Red Pine
- S = Black Spruce
- T = Tamarack
- U = Upland Brush
- UM = Upland Mixed
- V = Bog or Marsh
- W = White Pine
- X = Non Stocked
- Z = Water

## Density

- 0 = Non Stocked
- 1 = Seeding Sapling Poor
- 2 = Seeding Sapling Medium
- 3 = Seeding Sapling Well
- 4 = Pole Timber Poor
- 5 = Pole Timber Medium
- 6 = Pole Timber Well
- 7 = Saw Timber Poor
- 8 = Saw Timber Medium
- 9 = Saw Timber Well

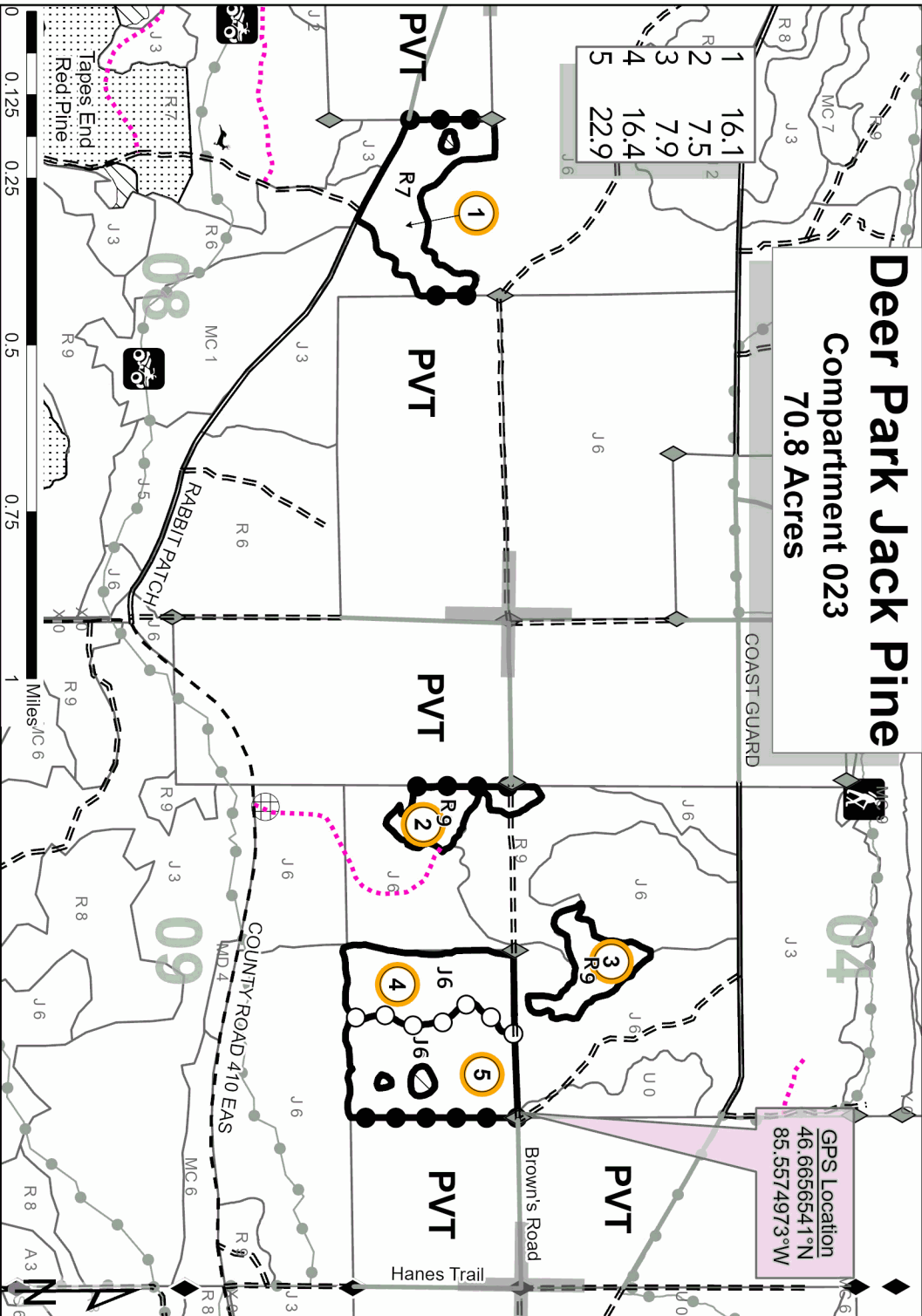
# Deer Park Jack Pine

## Compartment 023

### 70.8 Acres

GPS Location  
46.6656541°N  
85.5574973°W

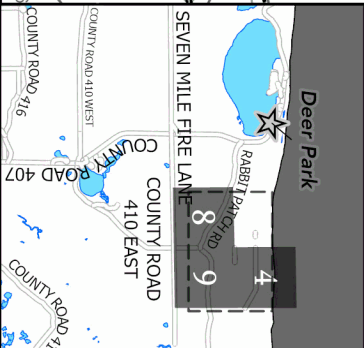
1	16.1
2	7.5
3	7.9
4	16.4
5	22.9



- Against State (Red)
- Payment Unit (Red / Yellow)
- Private Line (Blue)
- Private Ownership
- Hiking Trails
- ORV Trails
- Recreational Trail
- Section Numbers
- Section Corners
- Survey Corners
- Field Grade Corners
- Berms
- Retention Area
- Highway
- Primary Forest Road
- Secondary Forest Road
- Forest Access Route
- Paved Road
- Gravel Road
- County Road - Seasonal
- Private
- Temporary Management Access
- Nearby Sale

Locator Map: 1:200,000  

 - Main Map Extent



Deer Park Jack Pine (42-025-21)

T49N, R10W, SEC. 4; T49N, R10W, SEC. 8; T49N, R10W, SEC. 9; Luce COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on February 29, 2024, 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.

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED VOLUME*</u>	<u>ADVERTISED PRICE</u>	<u>BID PRICE/UNIT</u>
Pulpwood			
Jack Pine	629 Cords	\$ 46.90/Cord	\$ _____
Red Pine	653 Cords	\$ 75.55/Cord	\$ _____
White Pine	102 Cords	\$ 22.65/Cord	\$ _____

\*The volumes are statistically estimated within plus (+) or minus (-) 15.16 percent at 95% confidence level. 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.

Individual or company representative's signature: \_\_\_\_\_ Date: \_\_\_\_\_

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**



<b>FOR DEPARTMENT USE ONLY</b>
Sale Number (XX - XXX - XX - XX)
Forest Management Unit:

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

*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.

Please Check Appropriate Categories:

1. My business is organized as (you **must** check one of the boxes below):
  - A.  Sole Proprietorship (individual)
  - B.  Partnership
  - C.  Corporation
  
2. You **must** check one of the boxes below:
  - 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.
  - B.  I certify 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).
  - 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.
  
3. If you have checked item 2(A) or 2(B), you **must** indicate the number of **both** full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0").

\_\_\_\_\_ Full-time Employees

\_\_\_\_\_ Part-time Employees

Name of Business		Federal ID (or) Social Security No.	
Address		Telephone (       )	
City	State	ZIP	

*I 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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

Kneeland Mix (42-014-23)  
T45N, R08W, SEC. 25; T45N, R08W, SEC. 26; Luce COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on February 29, 2024, 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.

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED VOLUME*</u>	<u>ADVERTISED PRICE</u>	<u>BID PRICE/UNIT</u>
<b>Sawtimber</b>			
Red Maple	28.5 MBF	\$ 73.00/MBF	\$ _____
Yellow Birch	7.0 MBF	\$ 87.00/MBF	\$ _____
<b>Pulpwood</b>			
Balsam Fir	115 Cords	\$ 10.95/Cord	\$ _____
Mixed Hardwood	1,381 Cords	\$ 12.15/Cord	\$ _____
Mixed Spruce	285 Cords	\$ 7.35/Cord	\$ _____
Paper Birch	11 Cords	\$ 8.75/Cord	\$ _____
Quaking Aspen	50 Cords	\$ 24.65/Cord	\$ _____
White Pine	19 Cords	\$ 21.15/Cord	\$ _____

\*The volumes are statistically estimated within plus (+) or minus (-) 11.30 percent at 95% confidence level. 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.

Individual or company representative's signature: \_\_\_\_\_ Date: \_\_\_\_\_

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**



<b>FOR DEPARTMENT USE ONLY</b>
Sale Number (XX - XXX - XX - XX)
Forest Management Unit:

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

*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.

Please Check Appropriate Categories:

1. My business is organized as (you **must** check one of the boxes below):
  - A.  Sole Proprietorship (individual)
  - B.  Partnership
  - C.  Corporation
2. You **must** check one of the boxes below:
  - 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.
  - B.  I certify 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).
  - 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.
3. If you have checked item 2(A) or 2(B), you **must** indicate the number of **both** full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0").

\_\_\_\_\_ Full-time Employees

\_\_\_\_\_ Part-time Employees

Name of Business		Federal ID (or) Social Security No.	
Address		Telephone (       )	
City	State	ZIP	

*I 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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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