

DEPARTMENT OF NATURAL RESOURCES & ENVIRONMENT STATE OF MICHIGAN

TIMBER SALE PROSPECTUS

SALE TIME, DATE AND LOCATION 11:00 a.m. on December 14, 2010

ROSCOMMON

Notice is hereby given that bids will be received by the Unit Manager, ROSCOMMON MANAGEMENT UNIT, for certain timber on the following described lands. The Bidder is advised to inspect the sale area and review the location, estimated volumes, operating costs, and sale contract terms of the proposed sale.

FALSE WITNESS MIX / T24N, R04W, SEC. 03, NWSW.

T24N, R04W, SEC. 04, NWNE.

ROSCOMMON COUNTY (Appr. \$29,147.25)

SALE ACRES: 47

No designated recreation site such as a trail, pathway, or campground is within the sale area.

Access may be through state forest land.

HILLCREST ASPEN / T24N, R04W, SEC. 25, S1/2SE.

T24N, R04W, SEC. 36, W1/2.

ROSCOMMON COUNTY (Appr. \$8,323.90)

SALE ACRES: 86

No designated recreation site such as a trail, pathway, or campground is within the sale area.

Access may be through state forest land.

Please be aware that some landowners may request 60 days or more notice for forest harvesting access across their land.

BID INSTRUCTIONS (Ver. 06/23/2008):

- 1. <u>Bid Location, Date, and Time:</u> Bids must be received by the Unit Manager, Roscommon Management Unit, P.O. Box 218, Roscommon, MI 48653 no later than 11:00 a.m. on December 14, 2010. For further information concerning this sale, contact the Unit Manager at 989-275-5151 ext 2740.
- 2. Bidder's Qualifications: Purchaser shall obtain workers compensation insurance to cover claims under Michigan's Worker's Disability Compensation Act of 1969 or similar employee benefit act of any other state applicable to an employee. If all or part of a timber sale was prepared by a private contractor, that contractor and that contractor's company are not permitted to bid on the timber sale contract. Bids will not be accepted from individuals or companies appearing on the DNRE/FMD 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. <u>Preparation of Sealed Bids:</u> Bids shall be manually signed in ink; bid prices must be entered for each species and product in the Bid Price column for all material subject to bidding; and all fill-in blanks must be completed. If erasures or other changes appear on the forms, each erasure or change must be initialed by the person signing the bid.
- 4. Submission of Sealed Bids: Bid forms may be obtained from the Unit Manager. All bids must be submitted on the bid form and in an envelope clearly identified as described in this section. NOTE: Only one bid form per bid envelope. Sealed bids must be submitted to the Unit office designated in the prospectus and must be submitted at or prior to the time established in the prospectus. The envelope should show on the outside (a) that it is a "Bid for Timber," and (b) the sale name or number, and (c) the date and time of bid opening as shown in the prospectus. Bids received after the time specified in the sale prospectus are late bids and will be rejected.
- 5. Public Opening of Sealed Bids: If conditions permit, the sealed bids will be publicly opened and posted at the time and place set in the prospectus.
- 6. Award of Contract: 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. <u>Down Payment</u>: 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. <u>Performance Security:</u> 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. <u>Timber Sale Contract</u>: 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/dnr. Contact the Unit Manager for additional information or a sample contract. Within 21 days of the date of the award letter, the bidder must sign the contract and provide the required down payment, performance security, and verification of worker's disability compensation. The down payment and performance security shall be in accordance with the provisions of the timber sale contract, in the sums stated in this prospectus. If these actions are not taken, then the Bidder, the Bidder's corporation, and the corporation's principals may not be permitted to bid on State timber sales for a period of 1 year. In addition, the Bidder certifies that if awarded this contract, the Bidder will complete the timber sale contract in accordance with its terms and any modifications thereof including requirements to purchase, cut, and remove the included timber by the termination date.

10. Disclaimer of Estimates and Bidder's Warranty of Inspection: 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: 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-090N and the Sustainable Forestry Initiative (SFI) - Certificate # NSF-SFIS-5Y031-S1. Forest products from this sale may be delivered to the mill as "FSC 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.

REBECCA A. HUMPHRIES Director

FALSE WITNESS MIX (026-10-01)

A timber sale contract for this $\underline{\text{LUMP SUM SEALED}}$ timber sale will be awarded the responsible bidder offering the highest sealed bid price. Bids must be at or above the following appraised price for each species:

| SPECIES | ESTIMATED VOLUME* | APP | RAISED PRICE |
|------------|-------------------|-----|--------------|
| SAWLOGS | | | |
| RED OAK | 13.60 MBF | \$ | 247.00/MBF |
| RED PINE | 58.30 MBF | | 176.00/MBF |
| PULPWOOD | | • | |
| B.T. ASPEN | 372.00 CORDS | \$ | 15.45/CORD |
| RED PINE | 114,00 CORDS | \$ | 29.55/CORD |

In addition, the successful bidder agrees to purchase the following species at the indicated appraised price:

| SPECIES | ESTIMATED VOLUME* | APE | PRAISED PRICE |
|------------|-------------------|-----|---------------|
| SAWLOGS | | | |
| RED MAPLE | 5.30 MBF | \$ | 90.00/MBF |
| B.T. ASPEN | 22.00 MBF | \$ | 56.00/MBF |
| WHITE PINE | 10.60 MBF | \$ | 79.00/MBF |
| PULPWOOD | | | , |
| RED MAPLE | 170.00 CORDS | \$ | 9.55/CORD |
| RED OAK | 58.00 CORDS | \$ | 9.00/CORD |
| WHITE PINE | 73.00 CORDS | \$ | 3.45/CORD |
| JACK PINE | 68.00 CORDS | \$ | 10.30/CORD |
| MIX SOFTWD | 52.00 CORDS | \$ | 14.75/CORD |

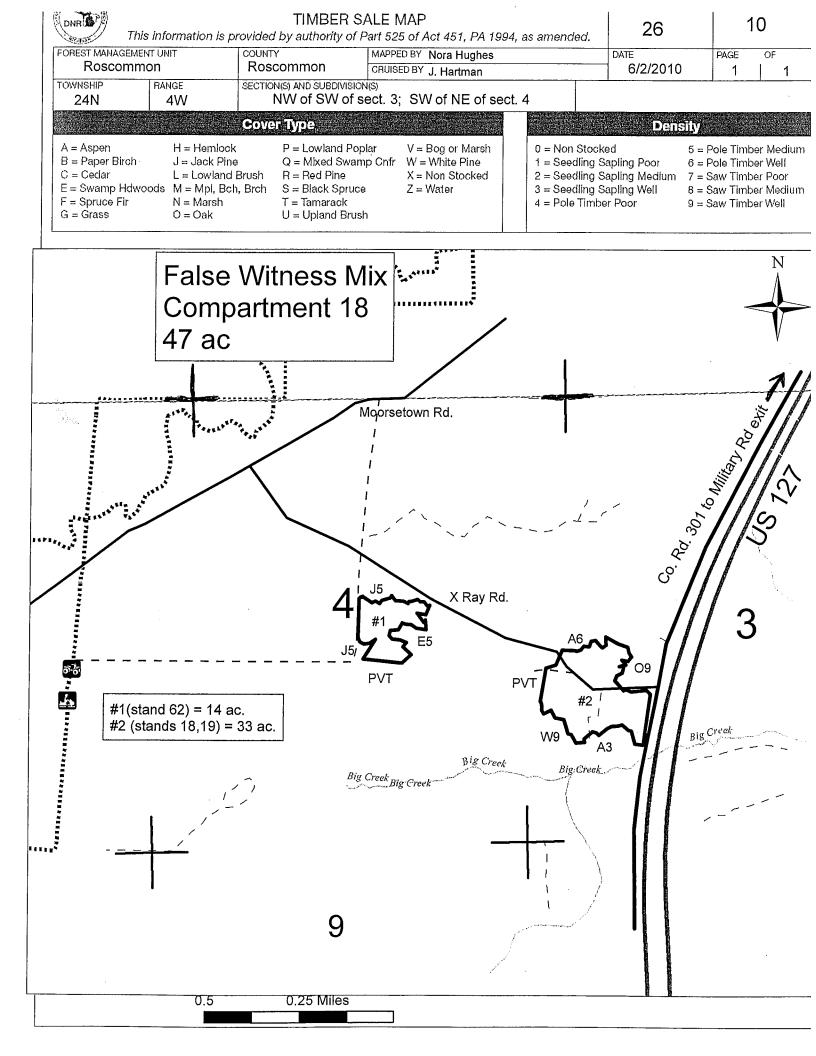
^{*}The volumes are statistically estimated within plus (+) or minus (-) 15.77 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of \$1,500.00, to insure faithful performance of the conditions of the contract, will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment may 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 |
|--------------|--------|---------|----|-------|------|-------|
| 1 | | | | 20% | | |
| 2 | | | | 80% | | |

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on December 31, 2012.



Sale Specific Conditions & Requirements

Sale Name: False Witness Mix Sale Number: 71-026-10-01

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (12/08)

The sale boundary and Payment Unit boundaries are marked and identified by blue and red paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint.

2 - Timber Specifications

2.1 - Included Timber

2.1.5 - Overstory removal unit(s) (12/08)

Within Payment Unit(s) 1, all trees which meet minimum piece specifications in 2.2 Utilization, are designated for cutting except trees marked with green paint and all pine species less than 4" dbh.

2.1.7 - Leave tree marked unit(s) (10/09)

Within Payment Unit(s) 2 cut all trees that are two (2) inches or more in diameter measured at a point four and one-half (4-1/2) feet above ground level regardless of merchantability except trees marked with green paint above and below stump height.

3 - Payments

3.4 - Damaged Timber

3.4.1 - Damaged timber (6/05)

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured. In addition, extreme care should be taken to avoid damage to tree seedlings and saplings. Damage to residual trees (defined as breaking of the cambium layer, broken tops or bending of trees from their natural position) is not acceptable.

Within the sale area, if more than 20% of the tree seedlings or saplings (1/4" to 4.5" DBH) within a specified portion of the sale area are damaged, liquidated damages will be assessed at \$200 per acre for all acreage within that specified portion of the sale area that was damaged.

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

4 - Transportation

4.1 - Construction

Sale Name: False Witness Mix Sale Number: 71-026-10-01

4.1.6 - Road construction (1/09)

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

4.1.7 - Road closure (4/07)

All new roads built into the sale must be blocked to vehicle traffic within 30 days of completion of hauling. Overgrown roads that are reopened shall be considered new roads. In general, this will require the placement of stumps and brush throughout the length of the trail.

5 - Operations

5.1 - Notification

5.1.1 - Pre-sale conference (12/08)

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning each sale Payment Unit to determine landing and road locations.

5.1.4 - Post-sale conference (9/09)

A post-sale conference on site between the Purchaser and sale administrator is required 5 days prior to the completion of active logging operations to determine clean-up and repair of landings, road edges, and the fulfillment of other contract specifications.

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.8 - Slash height (12/08)

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

5.2.3 - Operating Restrictions

5.2.3.3 - Bark slippage restriction (3/09)

Within Payment Unit(s) 1 and 2, cutting and skidding are not permitted during the period of April 15 to July 15. This restriction is because of the need to prevent damage to the supercanopy trees being retained.

5.2.3.11 - Coppice regeneration protection (4/10)

Timber harvesting in any Payment Unit must be completed before significant aspen sprouting occurs in that Payment Unit so as to minimize damage to the new regeneration. Any post harvest operations, such as chipping, must be completed before sprouting of regeneration occurs. If it is anticipated that chipping will be delayed, then tops shall be carried to one central location or left unchipped. The Unit Manager or his/her representative may cease such operations if sprouting occurs before the operation is complete.

Sale Name: False Witness Mix Sale Number: 71-026-10-01

5.2.4 - Dead and Down Creation

5.2.4.3 - Dead and down creation, dead trees (6/07)

Except as provided for in General Condition and Requirement 5.2.2, no dead trees, standing or down, are to be cut, skidded, or processed.

5.2.32 - Decking/landing restoration (2/04)

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

5.4 - Soil Protection

5.4.1 - Rutting restriction, general (1/09)

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

HILLCREST ASPEN (027-10-01)

A timber sale contract for this <u>LUMP SUM SEALED</u> timber sale will be awarded the responsible bidder offering the highest sealed bid price. Bids must be at or above the following appraised price for each species:

| SPECIES | ESTIMATED VOLUME* | APPRAISED PRICE |
|-----------|-------------------|---|
| SAWLOGS | | |
| MIXED OAK | 22.20 MBF | \$ 72.00/MBF |
| PULPWOOD | | , |
| Q. ASPEN | 660.00 CORDS | \$ 7.60/CORD |
| MIXED OAK | 93.00 CORDS | \$ 11.50/CORD |

In addition, the successful bidder agrees to purchase the following species at the indicated appraised price:

| SPECIES | ESTIMATED VOLUME* | APE | PRAISED PRICE |
|------------|-------------------|---------------------------------------|---------------|
| SAWLOGS | | · · · · · · · · · · · · · · · · · · · | |
| Q. ASPEN | 12.10 MBF | \$ | 38.00/MBF |
| PULPWOOD | | | · |
| JACK PINE | 7.00 CORDS | \$ | 8.00/CORD |
| MIX HARDWD | 23.00 CORDS | \$ | 5.40/CORD |

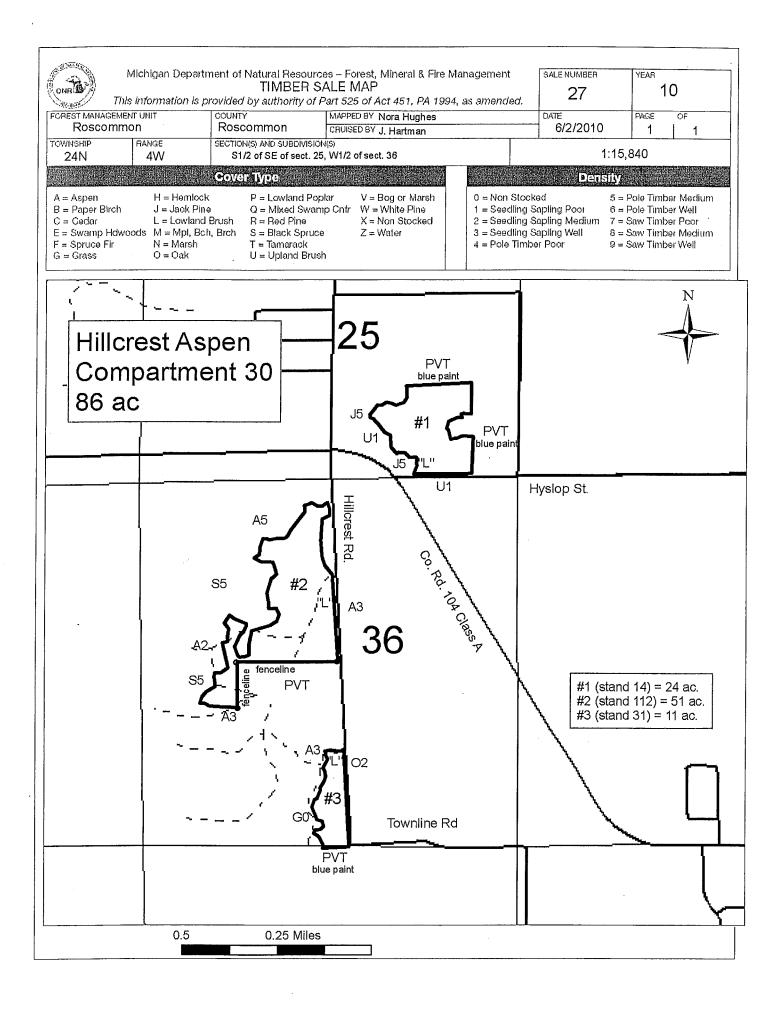
^{*}The volumes are statistically estimated within plus (+) or minus (-) 15.84 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of \$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 may 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 |
|---------|------|--------|---------|----|-------|------|-------|
| | 1 | | | | 25% | | |
| | 2 | | | | 45% | | |
| | 3 | | | | 30% | | |

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on December 31, 2012.



Sale Specific Conditions & Requirements

Sale Name: Hillcrest Aspen Sale Number: 71-027-10-01

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (12/08)

The sale boundary and Payment Unit boundaries are marked and identified by blue paint, red paint, and a fenceline. Exterior sale boundary lines against private property are marked with blue paint or a fenceline. Exterior sale boundary lines against state are marked with red paint.

2 - Timber Specifications

2.1 - Included Timber

2.1.1 - Clearcut unit(s) with unmerchantable trees (4/09)

Within Payment Unit(s) 1 and 2, cut all trees that are two (2) inches or more in diameter measured at a point four and one-half (4-1/2) feet above ground level regardless of merchantability except for red pine, white pine, and unmarked oak. Cut all oak marked with orange paint.

2.1.7 - Leave tree marked unit(s) (10/09)

Within Payment Unit(s) 3 cut all trees that are two (2) inches or more in diameter measured at a point four and one-half (4-1/2) feet above ground level regardless of merchantability except trees marked with green paint above and below stump height.

2.2 - Utilization

2.2.2 - Chipping required (9/09)

Payment Units 1, 2, and 3 must be chip harvested to facilitate future silvicultural activities, reduce forest health hazards, and aesthetic considerations. The purchaser has the option to produce sawlogs or pulpwood bolts, but the remaining portion of the trees must be chipped and hauled.

3 - Payments

3.4 - Damaged Timber

3.4.1 - Damaged timber (6/05)

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured. Damage to residual trees (defined as breaking of the cambium layer, broken tops or bending of trees from their natural position) is not acceptable.

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

Sale Name: Hillcrest Aspen Sale Number: 71-027-10-01

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 (4/07)

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 that placement of stumps and brush throughout the sale

5 - Operations

5.1 - Notification

5.1.1 - Pre-sale conference (12/08)

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning each sale Payment Unit

5.1.4 - Post-sale conference (9/09)

A post-sale conference on site between the Purchaser and sale administrator is required 5 days prior to the completion of active logging operations to determine clean-up and repair of landings, road edges, and the fulfillment of other contract specifications.

5.2 - Conduct of Operations

5.2.3 - Operating Restrictions

5.2.3.1 - Operating restrictions (12/08)

Within Payment Unit(s) 1, 2, and 3, unless changed by written agreement, cutting and skidding limited to the period of December 1st - March 15th. This restriction is due to aesthetic considerations and to achieve dormant season harvest for maximized sprouting.

5.2.3.11 - Coppice regeneration protection (4/10)

Timber harvesting and chipping in any Payment Unit must be completed within the same winter as the unit was opened.

5.2.4 - Dead and Down Creation

5.2.4.3 - Dead and down creation, dead trees (6/07)

Except as provided for in General Condition and Requirement 5.2.2, no dead trees, standing or down, are to be

Sale Name: Hillcrest Aspen Sale Number: 71-027-10-01

cut, skidded, or processed.

5.2.31 - Landing locations (10/09)

Landing areas are marked on the timber sale map with the letter "L".

5.2.32 - Decking/landing restoration (2/04)

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

5.4 - Soil Protection

5.4.1 - Rutting restriction, general (1/09)

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

Section Name: Sale Specific Page 3 of 3 Current as of 10/22/2010 3:34:49PM

FALSE WITNESS MIX (026-10-01) T24N, R04W, SEC. 03, NWSW. T24N, R04W, SEC. 04, NWNE. ROSCOMMON COUNTY

In response to the notice of sale to be held 11:00 a.m. on December 14, 2010, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species and total bid value must be at or above the appraised price. All non-responsive bid forms may be rejected.

| SPECIES | APPRAISED PRICE | BID PRICE | ESTIMATED VOLUME* | = VALUE |
|------------|-----------------|-----------|-------------------|---------|
| SAWLOGS | | | | |
| RED OAK | \$ 247.00/MBF | \$x | 13.60 MBF | = \$ |
| RED PINE | \$ 176.00/MBF | \$X | 58.30 MBF | = \$ |
| PULPWOOD | | | | |
| B.T. ASPEN | \$ 15.45/CORD | \$x | 372.00 CORDS | = \$ |
| RED PINE | \$ 29.55/CORD | \$X | 114.00 CORDS | = \$ |
| | | | SUBTOTAL 1 \$ | |

In addition, the successful bidder agrees to purchase the following species at the appraised price:

| SPECIES | APPRAISED PRICE | ESTIMATED VOLUME* | V | /ALUE |
|------------|--------------------|--------------------|-------|----------|
| SAWLOGS | | | _ | |
| RED MAPLE | \$ 90.00/MBF | 5.30 MBF | = \$ | 477.00 |
| B.T. ASPEN | \$ 56.00/MBF | 22.00 MBF | = \$ | 1,232.00 |
| WHITE PINE | \$ 79.00/MBF | 10.60 MBF | = \$ | 837.40 |
| PULPWOOD | | | · | |
| RED MAPLE | \$ 9.55/CORD | 170.00 CORDS | = \$ | 1,623.50 |
| RED OAK | \$ 9.00/CORD | 58.00 CORDS | = \$ | 522.00 |
| WHITE PINE | \$ 3.45/CORD | 73.00 CORDS | = \$ | 251.85 |
| JACK PINE | \$ 10.30/CORD | 68.00 CORDS | = \$ | 700.40 |
| MIX SOFTWD | \$ 14.75/CORD | 52.00 CORDS | = \$ | 767.00 |
| | | SUBTOTAL 2 | \$ | 6,411.15 |
| | SUBTOTAL 1 + SUBTO | OTAL 2 = TOTAL BID | VALUE | \$ |

*These volumes are statistically estimated within plus (+) or minus (-) 15.77%. 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, and that the individual unit bid price will be the basis to determine total bid value. 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 manpower subject to my control.

| (bidder's printed name) | (bidder's signature) |
|-------------------------|---------------------------------------|
| Address/Telephone | |
| THE WINNING BIDDED MIST | COMPLETE THE FORM ON THE DEVERGE CIDE |



Michigan Department of Natural Resources Forest, Mineral and Fire Management

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

| FOR DEPARTMENT USE ONLY | | | |
|-------------------------|-------|---|--|
| Sale or Permit No | | 1 | |
| Year: | Туре: | | |
| Forest Area: | | | |

| COMPENSATION ACT | COMPLIANCE | | | | |
|---|------------------------------|-------------------|-----------------------|-----------------------------|--------------------|
| As required by Act 317, P.A. 1969 (Worke of Act 451 of 1994, a | | art 525 | Forest Area: | | |
| VERIFICATION OF | WORKER'S DISABIL | ITY COMPENS | ATION ACT COMPI | LIANCE | |
| This verification must be completed an sale contract. | d submitted within 2 | 1 days of contr | act award and prio | r to the issuance of the | timber |
| In addition, if boxes 2B or 2C are check days of the contract award and prior to | | | | e must be submitted wi | thin 21 |
| All Information must be typed or printe | d except for written s | ignatures. | | | |
| Please Check Appropriate Categories: | | | | | |
| My business is organized as (you must cl | neck <u>one</u> of the boxes | below): | | | |
| A. Sole Proprietorship (individual) | | | | | |
| B. 🔲 Partnership | | | | | |
| C. Corporation | | | | | |
| 2. You must check <u>one</u> of the boxes below: | | | | | |
| A. I certify that my business is a so Worker's Compensation Laws. | le proprietorship and it | has no employ | rees but the sole pro | prietor. I am not subjec | t to the |
| B. I certify that my business has sa Notice of Exclusion (BWC-337, R award. (For questions or a copy of | ev. 5/96). I will provid | de a copy of the | e Notice of Exclusion | n within 21 days of the o | proved contract |
| C. I certify that my business has a value days of the contract award. | . • | | · | | ithin 21 |
| If you have checked item 2(A) or 2(B), including family members and active partr | | | th full and part time | employees other than y | ourself/ |
| Full Time | e Employees | | | Part Time Employees | |
| | | | | - ' ' | |
| Name of Business | | Federal ID (or) S | Social Security No. | | |
| Address | | Telephone No. | | | |
| | | () | | | |
| City | State | | Zip + 4 | | |
| hereby certify that the above information is tru | | to notify the D | NR of any changes t | hat occur in factors affect | ling my |
| coverage during any of my present and future | operations. | | | | ٠. |
| | | | | | 4 |
| | | | | | * . :4 |
| Signature of Owner or Authorized Represer | ntative | | | | |
| | | | | | |
| Title | | Dat | е | | |

HILLCREST ASPEN (027-10-01)
T24N, R04W, SEC. 25, S1/2SE.
T24N, R04W, SEC. 36, W1/2.
ROSCOMMON COUNTY

In response to the notice of sale to be held 11:00 a.m. on December 14, 2010, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species and total bid value must be at or above the appraised price. All non-responsive bid forms may be rejected.

| SPECIES SAWLOGS | API | PRAISED PRICE | BID PRICE | ESTIMATED VOLUME: | * = VALUE |
|-----------------------|----------|-------------------------|------------|-----------------------------|--------------|
| MIXED OAK PULPWOOD | \$ | 72.00/MBF | \$x | 22.20 MBF | = \$ |
| Q. ASPEN MIXED OAK | \$ \$ | 7.60/CORD 11.50/CORD | \$x \$x | 660.00 CORDS 93.00 CORDS | = \$ = \$ |
| | | | | SUBTOTAL 1 \$_ | |

In addition, the successful bidder agrees to purchase the following species at the appraised price:

| SPECIES | APPRAISED PRICE | ESTIMATED VOLUME* | VALUE |
|----------------------|--------------------|---------------------|-------------|
| SAWLOGS | A 20 00 4 5 5 | 4.6 4.6 | |
| Q. ASPEN PULPWOOD | \$ 38.00/MBF | 12.10 MBF | = \$ 459.80 |
| JACK PINE | \$ 8.00/CORD | 7.00 CORDS | = \$ 56.00 |
| MIX HARDWD | \$ 5.40/CORD | 23.00 CORDS | = \$ 124.20 |
| | | SUBTOTAL 2 | \$640.00 |
| | SUBTOTAL 1 + SUBTO | TAL 2 = TOTAL BID V | ALUE \$ |

^{*}These volumes are statistically estimated within plus (+) or minus (-) 15.84%. 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, and that the individual unit bid price will be the basis to determine total bid value. 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 manpower subject to my control.

| (bidder's printed name) | (bidder's signature) |
|-------------------------|----------------------|
| Address/Telephone | |

THE WINNING BIDDER MUST COMPLETE THE FORM ON THE REVERSE SIDE WITHIN 21 DAYS OF SALE AWARD



Michigan Department of Natural Resources & Environment Forest Management Division

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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

Part-time Employees

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

days of the contract award.

VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.
In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within 21 days of the contract award and prior to the issuance of the timber sale contract.
All Information must be typed or printed except for written signatures.
Please Check Appropriate Categories:
My business is organized as (you must check one of the boxes below):

A. □ Sole Proprietorship (individual)
B. □ Partnership
C. □ Corporation

You must check one of the boxes below:

A. □ I certify that my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.
B. □ I certify that my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract

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").

award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).

C.
I certify that my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within 21

| 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 DNRE of any changes that occur in factors affecting my coverage during any of my present and future operations.

| Signature of Owner or Authorized Representative | | |
|---|------|--|
| | | |
| Title | Date | |

Full-time Employees