

### DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENT STATE OF MICHIGAN

### **TIMBER SALE PROSPECTUS (4473)**

SCHEDULED SALE DATE AND TIME: 3:00PM on October 27, 2011.

LOCATION: ESCANABA OFFICE, 6833 HWY 2, 41 & M-35, GLADSTONE, MI 49837.

PROSPECTUS NOTE: The bidder is advised to inspect the sale area & review the location, estimated volumes, operating costs & contract terms of sales. Some landowners may request 60 days or more notice for access across their land. NOTE: 3:00 p.m. bid time is local time.

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

EAST SIDE (33-004-11-01) / T35N, R25W, SEC.01, GOV LOT5, NENW, SWNE, GOV LOT3.

T35N, R25W, SEC.01, NWNE, SESW, SWSW.

MENOMINEE COUNTY (Advertised Price \$22,803.20), 67.5 Acres

SALE NOTE: No designated recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Access may be through state forest land.

BEAVER LANE ADDITION (33-005-11-01) / T41N, R23W, SEC.11, NWSE, NESW, SENW.

DELTA COUNTY (Advertised Price \$11,623.80), 31.0 Acres

SALE NOTE: No designated recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Access may be through private or state forest land.

CUT ACROSS (33-012-11-01) / T41N, R22W, SEC.22, NENE.

T41N, R22W, SEC.23, NWNE, SWNE, SENE, SE1/4, SESW, SWSW.

T41N, R22W, SEC.24, NWSW.

DELTA COUNTY (Advertised Price \$69,615.80), 136.5 Acres

SALE NOTE: Access may be through private or state forest land. 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.

PEMENE CREEK A & W (33-029-11-01) / T37N, R28W, SEC.16, SESW.

T37N, R28W, SEC.21, NENW, SENW, SWNE, SENE.

T37N, R28W, SEC.22, SWNW, NWSW.

MENOMINEE COUNTY (Advertised Price \$91,810.85), 151.6 Acres

SALE NOTE: No designated recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Access may be through state forest land.

### BID INSTRUCTIONS (VER. 06/20/2011):

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

Bids must be received by the Unit Manager, ESCANABA OFFICE, 6833 HWY 2, 41 & M-35, GLADSTONE, MI 49837, no later than 3:00PM on October 27, 2011. For further information concerning this sale, contact Eric Thompson at 906-786-2354 extension.

### 2. Bidder's Qualifications (6/11)

Purchaser shall obtain workers compensation insurance to cover claims under Michigan's Worker's Disability Compensation Act of 1969 or similar employee benefit act of any other state applicable to an employee. If all or part of a timber sale was prepared by a private contractor, that contractor and that contractor's company are not permitted to bid on the timber sale contract. Bids will not be accepted from individuals or companies appearing on the DNR/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. Preparation of Sealed Bids (1/11)

Bids shall be manually signed in ink; bid prices must be entered for each species and product in the Bid Price column for all material subject to bidding; and all fill-in blanks must be completed. If erasures or other changes appear on the forms, each erasure or change must be initialed by the person signing the bid.

### 4. Submission of Sealed Bids (6/11)

Bid forms may be obtained from the Unit Manager. All bids must be submitted on the bid form and in an envelope clearly identified as described in this section. NOTE: Only one bid form per bid envelope. Sealed bids must be submitted to the Unit office designated in the prospectus and must be submitted at or prior to the time established in the prospectus. The envelope should show on the outside (a) the sale name or number and (b) the date and time of bid opening as shown in the prospectus. Bids received after the time specified in the sale prospectus are late bids and will be rejected.

### 5. Public Opening of Sealed Bids (1/11)

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 (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 (1/11)

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 (1/11)

Before submitting this bid, the Bidder is advised and cautioned to inspect the sale area, review the requirements of the sale contract, and take other steps as may be reasonably necessary to ascertain the location, estimated volumes, construction estimates, and operating costs of the proposed sale. Failure to do so will not relieve the Bidder from responsibility for completing the contract.

The Bidder warrants that this bid is submitted solely on the basis of the Bidder's examination and inspection of the quality and quantity of the timber offered for sale and the Bidder's opinion of the value thereof and the costs of recovery. No reliance should be placed on the State of Michigan's estimates of timber quality, quantity or costs of recovery. Bidder further acknowledges that the State of Michigan: (i) expressly disclaims any warranty of fitness of timber for any purpose; (ii) offers this timber as is without any warranty of quality (merchantability) or quantity and (iii) expressly disclaims any warranty as to the quantity or quality of timber sold.

### 11. Certification and Chain-of-Custody (1/11)

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-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.

RODNEY STOKES Director

### TIMBER SALE INFORMATION

### EAST SIDE (33-004-11-01)

T35N, R25W, SEC.01.

MENOMINEE COUNTY (Advertised Price \$22,803.20)

SALE NOTE: No designated recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Access may be through state forest land.

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

PRODUCTS & SPECIES	ESTIMATED VOLUME*	ADV	ERTISED PRICE
Pulpwood			
B. Poplar	102.00 Cords	\$	17.15 / Cord
Mixed Hardwood	142.00 Cords	\$	19.00 / Cord
Mixed Softwood	314.00 Cords	\$	24.00 / Cord
Paper Birch	92.00 Cords	\$	24.00 / Cord
Q. Aspen	228.00 Cords	\$	31.20 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$1,498.30:

PRODUCTS & SPECIES	ESTIMATED VOLUME*	AD\	/ERTISED PRICE
Sawlogs			
Mixed Hardwood	5.80 MBF	\$	84.00 / MBF
Paper Birch	8.20 MBF	\$	118.00 / MBF
Pulpwood			
White Pine	3.00 Cords	\$	14.50 / Cord

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 13.45 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 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	12%
02	19%
03	26%
04	11%
05	32%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2014.

### Sale Specific Conditions & Requirements

Sale Name: East Side Sale Number: 33-004-11-01

### 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. Interior Payment Unit boundaries are marked with red paint. Red 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 (12/08)

Within Payment Unit(s) 1, 2, 3 and 5, cut all trees which meet minimum piece specifications in 2.2 Utilization with the following exceptions:

- Unit 1- Do not cut any black ash, cedar or pine.
- Unit 2- Do not cut any cedar.
- Unit 3- Do not cut any cedar, ash or hemlock.
- Unit 5- Do not cut any cedar or hemlock.

### 2.1.4 - Species designation unit(s) (12/08)

Within Payment Unit(s) 4, all birch, ash, aspen, balm, pine, spruce and balsam fir trees are designated for cutting which meet minimum piece specifications in 2.2 Utilization regardless of merchantability.

### 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 upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing a four (4') foot high berm constructed of stumps and logs covered with earth. Contact the sale administrator for specific details of design and placement.

### 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 any operations. The Unit Manager or his/her representative must be contacted at least 5 days in advance to schedule the conference.

### 5.1.4 - Post-sale conference (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) 2, 3 and 4, unless changed by written agreement, cutting, skidding, and hauling are limited to the period of 12/01 to 03/31 or frozen ground conditions. This restriction is because access to these units is low and wet.

### 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. In addition, operations are to cease immediately if equipment and weather conditions result in rutting on 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.

### 6 - Safety and Fire Prevention

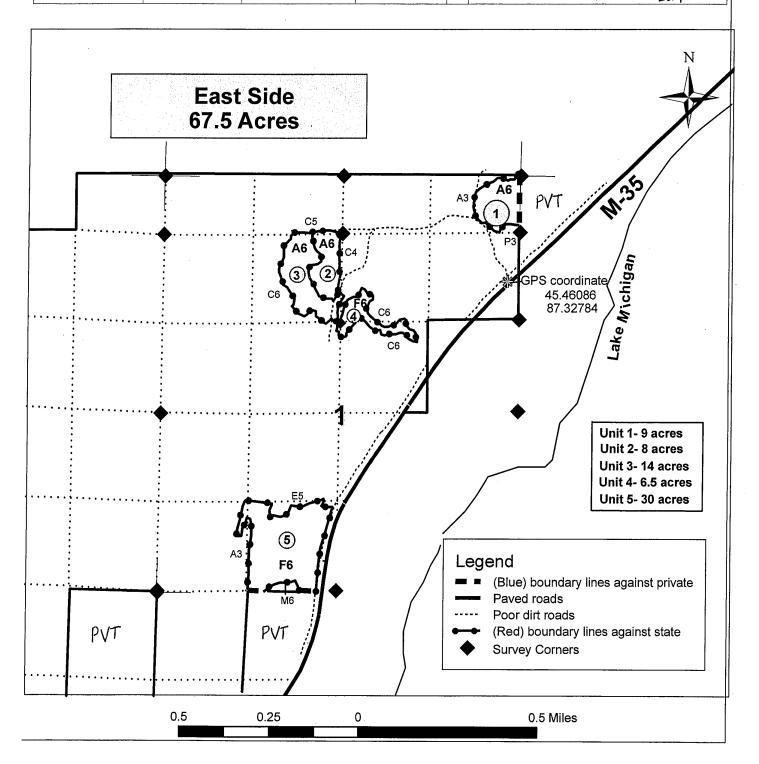
### 6.2 - Signing

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

The purchaser is responsible for posting and maintaining caution signs on M-35 prior to beginning operations. The road must be posted at locations of ingress and egress from M-35 to the sale area. The locations must be in accordance to the specifications set by the Menominee County Road Commission to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser is responsible to contact the road commission and will provide the necessary signs.

Section Name: Sale Specific Current as of 5/27/2011 12:15:54PM

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	Michigan Depart	ment of Natural Resources	& Environment	- Forest Ma	nagement Division	Sale Nur	nber		Year
Menioph DNRE ,	TIMBER SALE MAP  This information provided by authority of Part 525, 1994 PA 451, as amended.			3	3004°	1101	2011		
Forest Management	Jnit.	County	Mapped By	Dan Raci	ne	Date		Page	of
Escanaba	₹	Menominee	Cruised By	Dan Raci	ne, Dan Mcnamee	4/4	/2011	1	1
Township T35N	Range R25W	Section(s) and Subdivision(s)  1) Gov Lot 3, Gov Lot 5, NENW, NWNE,SWNE,SWSW,SESW  1:15,840			340				
	Co	ver Type				De	nsity		
A = Aspen B = Paper Birch C = Cedar D = Treed Bog E = Swamp Hdwoods F = Spruce Fir	G = Grass H = Hemlock J = Jack Pine L = Lowland Brush M = Mpl, Bch, Brch N = Marsh	O = Oak P = Lowland Poplar Q = Mixed Swamp Cnfr R = Red Pine S = Black Spruce T = Tamarack	U = Upland E V = Bog or M W = White Pi X = Non Stoo Z = Water	larsh ine	0 = Non Stocked 1 = Seedling Sapling 2 = Seedling Sapling 3 = Seedling Sapling 4 = Pole Timber Poo	g Medium g Well	6 = Pole 7 = Saw 8 = Saw	Timber Medi Timber Well Timber Poor Timber Medi Timber Well EW1	ım



### TIMBER SALE INFORMATION

### BEAVER LANE ADDITION (33-005-11-01)

T41N, R23W, SEC.11.

DELTA COUNTY (Advertised Price \$11,623.80)

SALE NOTE: No designated recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Access may be through private or state forest land.

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

PRODUCTS & SPECIES	ESTIMATED VOLUME*	AD\	/ERTISED PRICE
Sawlogs			
Sugar Maple	16.10 MBF	\$	465.00 / MBF
Pulpwood			
Mixed Hardwood	170.00 Cords	\$	21.30 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$516.30:

PRODUCTS & SPECIES	ESTIMATED VOLUME*	<u>AD\</u>	/ERTISED PRICE
Sawlogs			
Basswood	2.20 MBF	\$	129.00 / MBF
Pulpwood			
Basswood	15.00 Cords	\$	15.50 / Cord

<sup>\*</sup>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 \$800.00 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 remainder is due before cutting begins.
- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 09/30/2014.

### Sale Specific Conditions & Requirements

Sale Name: Beaver Lane Addition Sale Number: 33-005-11-01

### 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

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

Within Payment Unit(s) 1, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

### 2.2 - Utilization

### 2.2.4 - Skidding length (2/11)

Skidding of unlimbed tops or lengths over 17 feet is not permissible unless approved by the Unit Manager or his/her representative.

### 3 - Payments

### 3.3 - Pre-measured Sales

### 3.3.4 - Dividing payment units (12/08)

Payment unit(s) 1 may be divided at the request of the purchaser and upon approval of the Unit Manager. Dividing payment units is a contract modification which requires a Timber Sale Contract Supplement. Payment unit 1 may only be divided into two separate payment units.

### 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 upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing a four (4') foot high berm constructed of stumps and logs covered with earth. These roads must be rendered impassable to cars and trucks. Contact the sale administrator for specific details of design and placement.

### 4.4 - Access

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

Permission for access across private land is the responsibility of the purchaser. Should the purchaser desire to cross private land, a copy of the written permission from the private land-owner is required by the DNR.

### 4.4.2 - Alternate route on private property (2/04)

It is the purchaser's responsibility to obtain access across private land for any routes other than the route shown on the sale

map.

### 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 any operations. The Unit Manager or his/her representative must be contacted at least 5 days in advance to schedule the conference.

### 5.1.4 - Post-sale conference (6/11)

A post-sale conference on site between the Purchaser and sale administrator is required 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

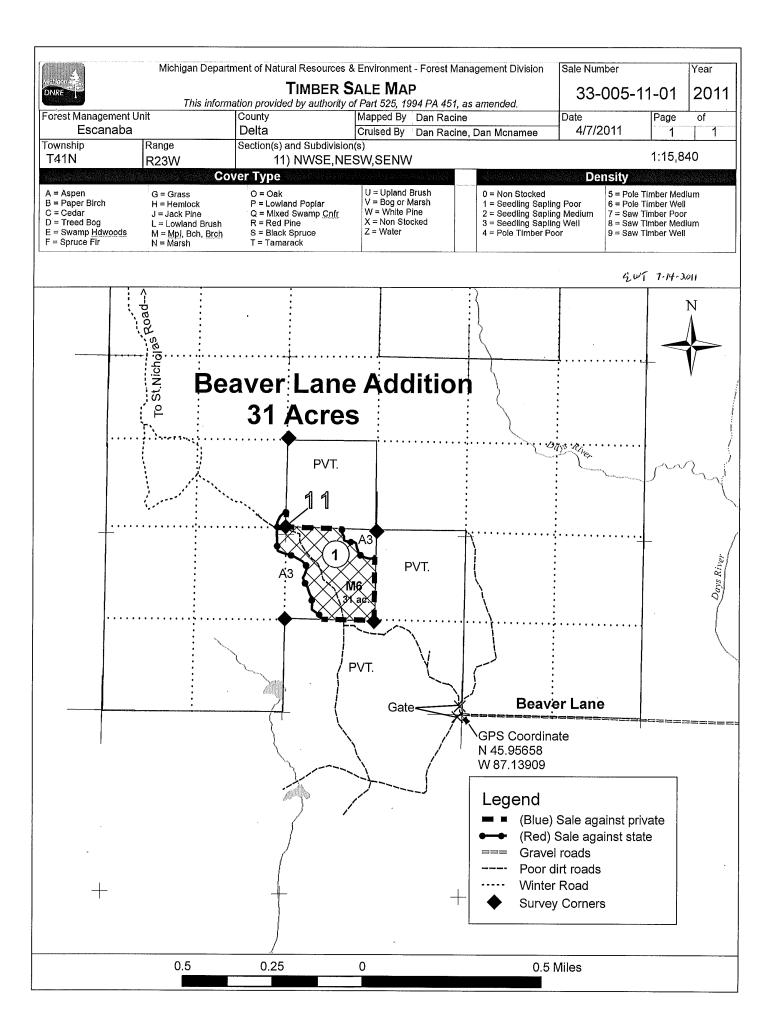
### 5.2.3.1 - Operating restrictions (12/08)

Within Payment Unit(s) 1, unless changed by written agreement, if access is through state land using the winter road as shown on the attached timber sale map, the cutting, skidding, and hauling are limited to the period of 12/01 to 03/01 or frozen ground conditions. This restriction is because the access through the winter road is low and wet.

### 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.

Section Name: Sale Specific Current as of 9/16/2011 1:23:56PM



### TIMBER SALE INFORMATION

### CUT ACROSS (33-012-11-01)

T41N, R22W, SEC.22; T41N, R22W, SEC.23; T41N, R22W, SEC.24.

DELTA COUNTY (Advertised Price \$69,615.80)

SALE NOTE: Access may be through private or state forest land. A recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Certain restrictions/specifications may be applicable including time restrictions.

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

PRODUCTS & SPECIES	<b>ESTIMATED VOLUME*</b>	AD\	/ERTISED PRICE
Sawlogs			
Red Pine	78.00 MBF	\$	215.00 / MBF
Pulpwood			
Q. Aspen	355.00 Cords	\$	32.55 / Cord
Red Pine	853.00 Cords	\$	44.00 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$3,758.55:

ESTIMATED VOLUME*	<u>AD\</u>	/ERTISED PRICE
1.00 MBF	\$	118.00 / MBF
0.70 MBF	\$	128.00 / MBF
0.50 MBF	\$	49.00 / MBF
90.00 Cords	\$	23.85 / Cord
43.00 Cords	\$	30.15 / Cord
2.00 Cords	\$	41.75 / Cord
	1.00 MBF 0.70 MBF 0.50 MBF 90.00 Cords 43.00 Cords	1.00 MBF \$ 0.70 MBF \$ 0.50 MBF \$ 90.00 Cords \$ 43.00 Cords \$

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 14.43 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 **\$5,000.00** to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
  - (c) Payment for each of the following units must be made before cutting begins in that unit:

    PAYMENT UNIT NUMBER

    PERCENT OF TOTAL SALE VALUE

PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE
01	1%
02	1%
03	9%
04	11%
05	12%
06	9%
07	9%
08	21%
09	9%
10	3%
11	9%
12	6%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 12/31/2013.

### Sale Specific Conditions & Requirements

Sale Name: Cut Across Sale Number: 33-012-11-01

### 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, 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. Do not cut painted boundary line trees unless also 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

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

Within Payment Unit(s) 3 and 4, 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, do not cut any Oak or Pine. There is an exception in Unit 4, which has a small area of orange marked pine to cut.

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

Within Payment Unit(s) 1, 2, 5 thru 12, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

### 3 - Payments

### 3.3 - Pre-measured Sales

### 3.3.4 - Dividing payment units (12/08)

Payment unit(s) 8 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.

### 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 upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing a four (4') foot high berm constructed of stumps and logs covered with earth. These roads must be rendered impassable to cars and trucks. Contact the sale administrator for specific details of design and placement.

### 4.2 - Maintenance

### 4.2.2 - Fill material (4/07)

To maintain roads, fill material may be needed in areas where "holes" exist or may be expected to develop. This fill material should be placed before trucking begins. Contact the sale administrator regarding the availability of onsite sand or gravel from adjacent State-owned lands.

### 4.4 - Access

### 4.4.1 - Private property access (8/10)

Permission for access across private land is the responsibility of the purchaser. Contact the Escanaba Forest Mangement Unit for private property contacts. A copy of the written permission from the private landowner must be given to the Unit Manager within 30 days of the bid opening and prior to the beginning of operations. Permission to cross private land must include access for DNRE representatives to inspect the sale at any time.

### 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 any operations to determine landing and road locations. The Unit Manager or his/her representative must be contacted at least 5 days in advance to schedule the conference.

### 5.1.4 - Post-sale conference (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

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

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

### 5.2.1.2 - Slash Removal

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

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

### 5.2.2 - Hazard Trees/Snags

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

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

### 5.2.3 - Operating Restrictions

### 5.2.3.1 - Operating restrictions (12/08)

Within Payment Unit(s) 1, 2, 5 thru 12, unless changed by written agreement, cutting, skidding, and hauling are not permitted during the period of 12/1 to 3/1 or frozen ground conditions. This restriction is because of the need for soil scarification.

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

Within Payment Unit(s) 1, 2, 5 thru 12, 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.

### 5.2.37 - No decking areas (12/08)

No decking is allowed or other operations in the area labeled "Out" on the Timber Sale Map without permission of the Unit Manager or his/her representative.

### 5.2.41 - Snowmobile trail protection (8/09)

The snowmobile trail 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. The road maintenance/restoration must be done prior to December 1. If the trail is used for hauling, it must be graded to the satisfaction of the Unit Manager or his/her representative prior to December 1st. No decking of forest products will be permitted along the snowmobile trail.

### 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.

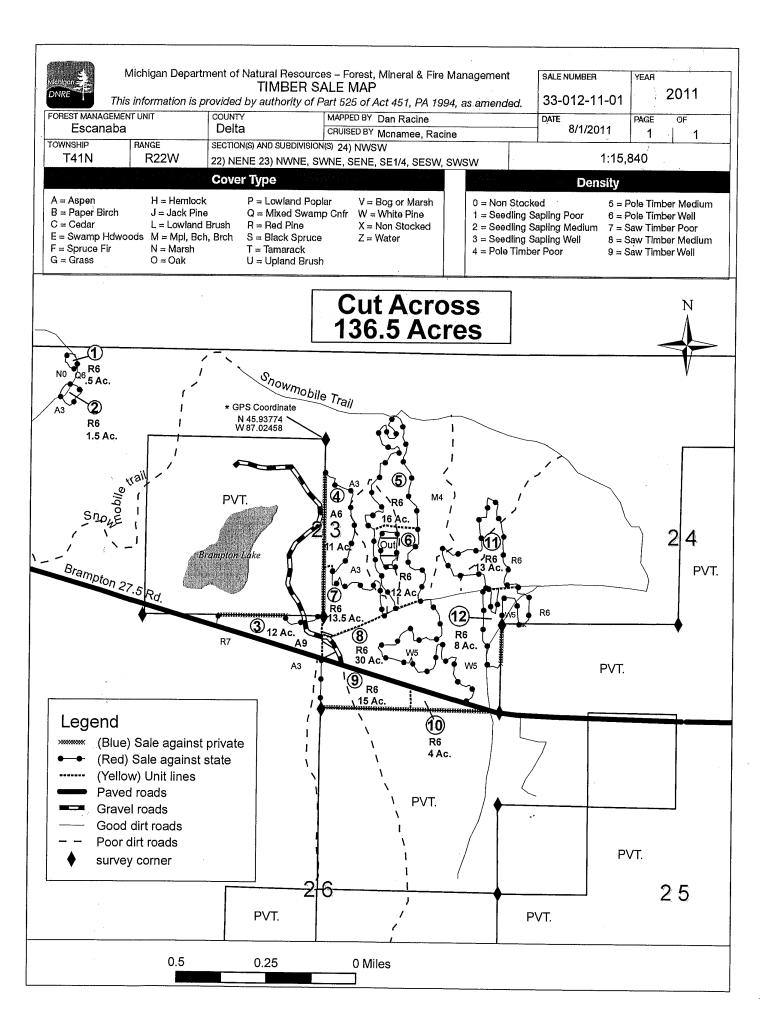
### 6 - Safety and Fire Prevention

### 6.2 - Signing

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

The purchaser is responsible for posting and maintaining caution signs on Brampton 27.5 road prior to beginning operations. The road must be posted at appropriate distances on both sides of exit and entry off the roadto warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

Section Name: Sale Specific Current as of 9/12/2011 3:38:21PM



### TIMBER SALE INFORMATION

### PEMENE CREEK A & W (33-029-11-01)

T37N, R28W, SEC.16; T37N, R28W, SEC.21; T37N, R28W, SEC.22. MENOMINEE COUNTY (Advertised Price \$91,810.85)

SALE NOTE: No designated recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Access may be through state forest land.

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

PRODUCTS & SPECIES	ESTIMATED VOLUME*	<u>AD\</u>	/ERTISED PRICE
Sawlogs			
Red Pine	87.70 MBF	\$	129.00 / MBF
White Pine	196.10 MBF	\$	110.00 / MBF
Pulpwood			
Mixed Hardwood	205.00 Cords	\$	28.15 / Cord
Mixed Softwood	239.00 Cords	\$	29.50 / Cord
Q. Aspen	914.00 Cords	\$	29.05 / Cord
W. Spruce	328.00 Cords	\$	32.80 / Cord
White Pine	404.00 Cords	\$	19.70 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$836.40:

PRODUCTS & SPECIES	ESTIMATED VOLUME*	<u>ADV</u>	<u>'ERTISED PRICE</u>
Pulpwood			
Mixed Oak	51.00 Cords	\$	16.40 / Cord

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 11.38 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 **\$4,600.00** 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	14%
02	8%
03	7%
04	10%
05	5%
06	9%
07	7%
08	11%
09	17%
10	12%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 09/30/2014.

### Sale Specific Conditions & Requirements

Sale Name: Pemene Creek A & W Sale Number: 33-029-11-01

### 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, 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. Yellow painted trees designating an interior payment unit boundary are only to be cut when all surrounding payment units have been paid for.

### 2 - Timber Specifications

### 2.1 - Included Timber

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

Within Payment Unit(s) 6, 7, 8, and 9, cut all species of trees that are three (3) inches or more in diameter measured at a point four and one-half (4-1/2) feet above ground level regardless of merchantability; except do not cut oak and trees marked with green paint. There is a reserve area within unit 8. Reserve areas identified in accordance with 2.4.3 - Reserve areas, within clearcutting unit boundaries, are not Included Timber and are to be protected.

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

Within Payment Unit(s) 1 and 2, all white pine, red pine, and oak trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. In addition cut all other species greater than three (3) inches in diameter.

### 2.1.4 - Species designation unit(s) (12/08)

Within Payment Unit(s) 3, 4, and 5, all species of trees that are greater than three (3) inches in diameter are designated for cutting; except do not cut white oak, elm, and trees marked with green paint. Also do not cut the sub-merchantable ash. There is a reserve area within unit 4. Reserve areas identified in accordance with 2.4.3 - Reserve areas, within clearcutting unit boundaries, are not Included Timber and are to be protected.

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

Within Payment Unit(s) 10, all species of trees greater than three (3) inches in diameter are designated for cutting; except trees marked with green paint above and below stump height.

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

Note that the mixed softwood volume contains 96 cords of balsam fir, 97 cords of red pine, 30 cords of cedar, 11 cords of tamarack, and 6 cords of jack pine.

### 2.4 - Special Protection

### 2.4.3 - Reserve areas (1/09)

The Purchaser shall protect reserve areas from damage by the Purchaser's operations. Reserve areas are marked with a red boundary line. The Purchaser shall not cut live or dead trees within reserve areas.

### 3 - Payments

### 3.3 - Pre-measured Sales

### 3.3.4 - Dividing payment units (12/08)

Payment unit(s) with a value greater than \$18,000 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. Payment units shall only be divided one time.

### 4 - Transportation

### 4.1 - Construction

### 4.1.8 - Road work (1) (8/07)

The following road work is required: the contractor must haul and spread 90 yards of gravel on the access road on the south end of unit 4 and going back to unit 7. Ten to twenty yards of the fill will need to be placed over an existing culvert. This culvert is on the south end of the reserve area in unit 4. The remaining gravel will need to be placed in other low areas along the road. There are 24 trees marked with orange paint on this access road that will also have to be harvested when the roadwork is being completed. These trees are between the North State road and the reserve area in unit 4 and they will be paid for at the contract prices. The contractor will be billed for these additional trees when they are harvested and payment must be rendered within 30 days. All road work must be completed prior to any harvesting activities taking place. A state gravel pit is located about 3 miles from the sale. Depending on the time of year the contractor harvests units 1, 2, 3, or 4 the contractor might need to haul and spread gravel on the other two access roads into the sale. There are some soft areas on both of them.

### 4.2 - Maintenance

### 4.2.1 - Hauling restriction (12/08)

Hauling may be restricted on forest roads by the Unit Manager or his/her representative. The restriction may occur during spring breakup or during other wet weather conditions.

### 5 - Operations

### 5.2 - Conduct of Operations

### 5.2.1 - Slash

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

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

### 5.2.3 - Operating Restrictions

### 5.2.3.1 - Operating restrictions (12/08)

Within Payment Unit(s) 3, 4, and 7, unless changed by written agreement, cutting and skidding are limited to the period of December 1st to March 31st unless there is a dry period of time and the sale administrator allows harvesting during that period of time. This restriction is because of some low wet areas within each of the units.

### 5.2.3.2 - Operating restrictions (12/08)

Within Payment Unit(s) 5 and 10, unless changed by written agreement, cutting and skidding are limited to snow free periods of time. This restriction is to maximize scarification within the units.

### 5.2.32 - Decking/landing restoration (9/10)

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.

### 5.2.37 - No decking areas (12/08)

No decking is allowed within 50 feet of the North State Road without permission from the Menominee County Road Commission.

### 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.

### 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 the North State Road and on the access road just to the east of unit 7 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.

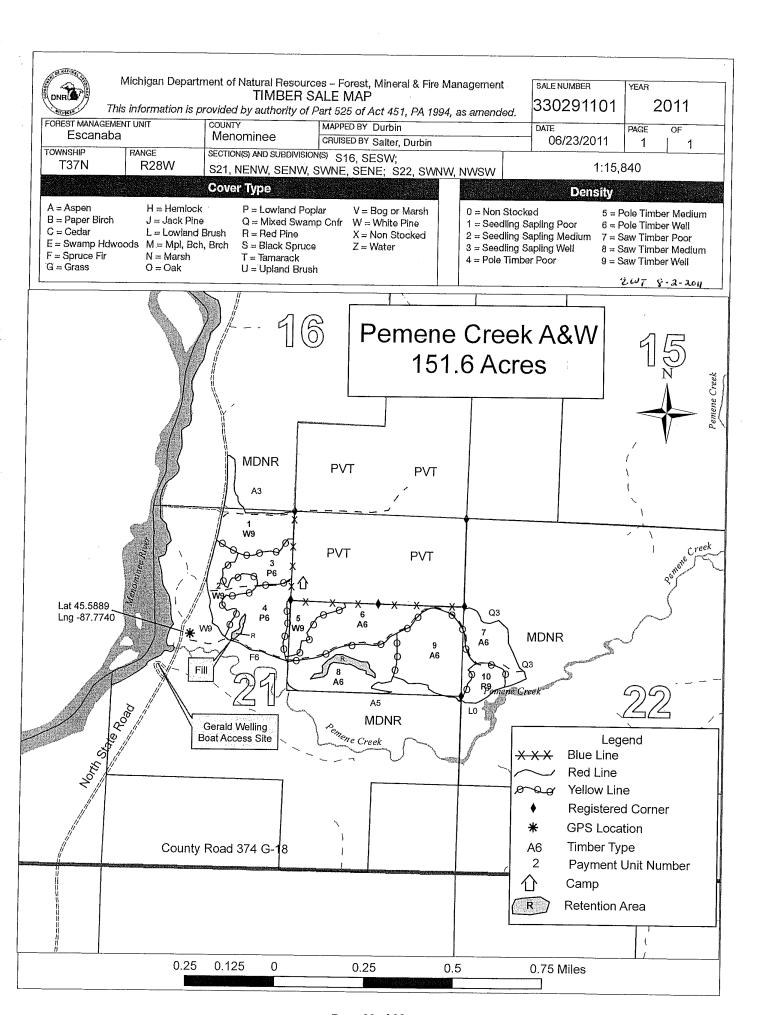
### 7 - Other Conditions

### 7.5 - Loss

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

The sale area has received damage from the spruce budworm. Therefore the spruce and balsam fir is in a state of decline. The contractor should harvest this sale before any more volume is lost. 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 9/16/2011 1:26:16PM



### **BID FORM**

### EAST SIDE (33-004-11-01) T35N, R25W, SEC.01; MENOMINEE COUNTY

In response to the notice of sale to be held 3:00PM on October 27, 2011, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	<b>ESTIMATED</b>	VOLUME*	ADVERTISED PRICE		BID PRICE	
Pulpwood						
B. Poplar	102.00	Cords	\$	17.15 / Cord	\$	/ Cord
Mixed Hardwood	142.00	Cords	\$	19.00 / Cord	\$	/ Cord
Mixed Softwood	314.00	Cords	\$	24.00 / Cord	\$	/ Cord
Paper Birch	92.00	Cords	\$	24.00 / Cord	\$	/ Cord
Q. Aspen	228.00	Cords	\$	31.20 / Cord	\$	/ Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$1,498.30:

PRODUCTS & SPECIES	ESTIMATED VOLUME* ADVERTISED		DVERTISED PRICE
Sawlogs			
Mixed Hardwood	5.80 MBF	\$	84.00 / MBF
Paper Birch	8.20 MBF	\$	118.00 / MBF
Pulpwood			
White Pine	3.00 Cords	\$	14.50 / Cord

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 13.45 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 S0	OCIAL SECURITY NUMBER	!:	
	Company or individ	dual bidding:			
	Company represer	ntative's name:			
	Address:				
	City:	State:	Zip:		
F AVAIL	ABLE, PLEASE PLA	ACE THE PERSONALIZED L	ABEL FROM YOUR PROSP	ECTUS IN THE ABOVE BOX.	_
ndividua	or company represe	entative's signature:		Date:	
Phone nu	ımber :		Email (optional):		



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:

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

A. Sole Proprietorship (individual)

B. Partnership
C. Corporation

Title

# 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):

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 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 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 En	nployees	Part-time Employees
Name of Business		Federal ID (or) Social Security No.
ddress		Telephone ( )
City	State	ZIP
hereby certify that the above information is occur in factors affecting my coverage during		I agree to notify the Michigan DNRE of any changes that nt and future operations.
Signature of Owner or Authorized Representative		

Date

TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

### **BID FORM**

ESCANABA MANAGEMENT UNIT ESCANABA OFFICE

### BEAVER LANE ADDITION (33-005-11-01) T41N, R23W, SEC.11; DELTA COUNTY

In response to the notice of sale to be held 3:00PM on October 27, 2011, 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>AD\</u>	ERTISED PRICE	BID PRICE	
Sawlogs Sugar Maple Pulpwood	16.10	MBF	\$	465.00 / MBF	\$	/ MBF
Mixed Hardwood	170.00	Cords	\$	21.30 / Cord	\$	/ Cord
In addition, the successful bidder agre	ees to purchase	the following	species at the	e indicated advertise	ed price for a total va	lue of \$516.30 :
PRODUCTS & SPECIES	<u>ESTIMATED</u>	VOLUME*	<u>ADV</u>	ERTISED PRICE		
Sawlogs Basswood Pulpwood	2.20	MBF	\$	129.00 / MBF		
Basswood	15.00	Cords	\$	15.50 / Cord		
estimates of quantity and quality.  I understand that any or all bids may understand that consideration and aw equipment and staffing subject to my	varding a contrac		-			-
FEDERAL ID:		or SOCIAL S	ECURITY NU	JMBER:		
Company or individual bidd	ding:					
Company representative's						
Address:						
City:	State	:	Zip:			
IF AVAILABLE, PLEASE PLACE THE	E PERSONALIZE	ED LABEL FF	ROM YOUR F	ROSPECTUS IN TI	HE ABOVE BOX.	<del></del> -
Individual or company representative	's signature:				Date:	
Phone number :		Em	ail (optional):			



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:

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

Signature of Owner or Authorized Representative

Title

### 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: 1. My business is organized as (you **must** check <u>one</u> 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 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 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 DNRE of any changes that occur in factors affecting my coverage during any of my present and future operations.

Date

### **BID FORM**

### CUT ACROSS (33-012-11-01)

T41N, R22W, SEC.22; T41N, R22W, SEC.23; T41N, R22W, SEC.24; DELTA COUNTY

In response to the notice of sale to be held 3:00PM on October 27, 2011, 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.

ESTIMATED VOL	JME <u>*</u> A	DVERTISED PRICE	BID PRICE	
78.00 MBF	\$	215.00 / MBF	\$	/ MBF
355.00 Cord	ds \$	32.55 / Cord	\$	/ Cord
853.00 Cord	ds \$	44.00 / Cord	\$	/ Cord
	78.00 MBF 355.00 Cord	ESTIMATED VOLUME*       A         78.00 MBF       \$         355.00 Cords       \$         853.00 Cords       \$	78.00 MBF \$ 215.00 / MBF 355.00 Cords \$ 32.55 / Cord	78.00 MBF \$ 215.00 / MBF \$

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$3,758.55:

PRODUCTS & SPECIES	<b>ESTIMATED</b>	ESTIMATED VOLUME* ADVERTISED		
Sawlogs				
Mixed Hardwood	1.00	MBF	\$	118.00 / MBF
Paper Birch	0.70	MBF	\$	128.00 / MBF
White Pine	0.50	MBF	\$	49.00 / MBF
Pulpwood				
Mixed Hardwood	90.00	Cords	\$	23.85 / Cord
Paper Birch	43.00	Cords	\$	30.15 / Cord
White Pine	2.00	Cords	\$	41.75 / Cord

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 14.43 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 SE	CURITY NUMBER:	
	Company or individua	al bidding:			_
	Company representa	tive's name:			_
	Address:				
	City:	_	State:	Zip:	
ا AVAIL	ABLE, PLEASE PLAC	E THE PERSON	ALIZED LABEL FRO	OM YOUR PROSPECTUS I	N THE ABOVE BOX.
				DM YOUR PROSPECTUS I	N THE ABOVE BOX. Date:



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:

As required by Act 317, P.A. 1969 (Worker's Compensation) and Part 525 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 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 <u>one</u> 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 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 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

PR 4031-5 (Rev. 08/23/2010)

Date

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

### **BID FORM**

### PEMENE CREEK A & W (33-029-11-01)

T37N, R28W, SEC.16; T37N, R28W, SEC.21; T37N, R28W, SEC.22; MENOMINEE COUNTY

In response to the notice of sale to be held 3:00PM on October 27, 2011, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	<b>ESTIMATED</b>	VOLUME*	<u>AD</u>	VERTISED PRICE	BID PRICE	
Sawlogs						
Red Pine	87.70	MBF	\$	129.00 / MBF	\$	/ MBF
White Pine	196.10	MBF	\$	110.00 / MBF	\$	/ MBF
Pulpwood						
Mixed Hardwood	205.00	Cords	\$	28.15 / Cord	\$	/ Cord
Mixed Softwood	239.00	Cords	\$	29.50 / Cord	\$	/ Cord
Q. Aspen	914.00	Cords	\$	29.05 / Cord	\$	/ Cord
W. Spruce	328.00	Cords	\$	32.80 / Cord	\$	/ Cord
White Pine	404.00	Cords	\$	19.70 / Cord	\$	/ Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$836.40:

PRODUCTS & SPECIES	ESTIMATED VOLUME*	ADVER <sup>2</sup>	TISED PRICE	
Pulpwood				
Mixed Oak	51.00 Cords	\$ 16	.40 / 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 SOC	IAL SECURIT	Y NUMBER:				
	Company or individual bidding:								
	Company representative's name:								
	Address:								
	City:		State:	Zip	):				
F AVAIL	ABLE, PLEASE PLA	ACE THE PERSON	NALIZED LAB	EL FROM YO	JR PROSPE	ECTUS IN TI	HE ABOVE B	OX.	
ndividual or company representative's signature: Date:									
Phone nu	ne number : Email (optional):								

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 11.38 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.



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:	

As required by Act 317, P.A. 1969 (Worker's Compensation) and Part 525 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 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.	<ul> <li>My business is organized as (you must check one of the boxes below):</li> <li>A. Sole Proprietorship (individual)</li> <li>B. Partnership</li> <li>C. Corporation</li> </ul>				
<ul> <li>You must check one of the boxes below:</li> <li>A.    I certify that my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.</li> <li>B.    I certify that my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).</li> <li>C.    I certify that my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within 21</li> </ul>					
days of the contract award.  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 EmployeesPart-time Employees					
Name of Business		deral ID (or) Social Security No.			
Addre	dress Tel (	ephone )			
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					
Ti	Title	Date			