

# DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

# **TIMBER SALE PROSPECTUS #4775**

SCHEDULED SALE DATE AND TIME: 3:00 p.m. (local time) on January 14, 2013. LOCATION: MANTON FIELD OFFICE, 521 N MICHIGAN, MANTON, MI 49663.

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

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

MUSKEGON MIX (63-011-12-01) / T21N, R05W, SEC. 11, NENE, SENE.

T21N, R05W, SEC. 12, SWNW, SWSW, NENE, NWNE.

Missaukee County, Advertised Price \$5,049.25, 25.0 Acres

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

CHADS OAK (63-023-12-01) / T23N, R08W, SEC. 24, S1/2SW, NWSW.

T23N, R08W, SEC. 25, E1/2NW, NE.

Missaukee County, Advertised Price \$66,004.85, 234.0 Acres

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

MINIVAN MIX (63-026-12-01) / T23N, R08W, SEC. 24, NENW, W1/2NE, NESE.

Missaukee County, Advertised Price \$57,394.40, 75.0 Acres

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

RED WHITE RED PINE (63-042-12-01) / T23N, R08W, SEC. 13, W1/2.

T23N, R08W, SEC. 23, NWNW.

Missaukee County, Advertised Price \$76,149.32, 88.0 Acres

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

# BID INSTRUCTIONS (VER. 10/18/2012):

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

Bids must be received by the Unit Manager, MANTON OFFICE, 521 N MICHIGAN, MANTON, MI 49663, no later than 3:00 p.m. (local time) on January 14, 2013. For further information concerning this sale, contact Jim Malloy at 231-824-3591 extension 10.

#### 2. Bidder's Qualifications (2/12)

Purchaser shall obtain workers compensation insurance to cover claims under Michigan's Worker's Disability Compensation Act of 1969 or similar employee benefit act of any other state applicable to an employee. If all or part of a timber sale was prepared by a private contractor, that contractor and that contractor's company are not permitted to bid on the timber sale contract. Bids will not be accepted from individuals or companies appearing on the DNR/FRD No-Bid List. This list contains the names of purchasers who previously failed to execute a contract within 21-days or who have a history of poor performance.

# 3. Preparation of Sealed Bids (1/11)

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

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

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

# 5. Public Opening of Sealed Bids (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 (10/12)

Additional conditions and requirements common to all timber sales are listed on the timber sale contract (R4031) and are available on line at www.michigan.gov/timber. Contact the Unit Manager for additional information or a sample contract. Within 21 days of the date of the award letter, the bidder must sign the contract and provide the required down payment, performance security, and verification of worker's disability compensation. The down payment and performance security shall be in accordance with the provisions of the timber sale contract, in the sums stated in this prospectus. If these actions are not taken, then the Bidder, the Bidder's corporation, and the corporation's principals may not be permitted to bid on State timber sales for a period of 1 year. In addition, the Bidder certifies that if awarded this contract, the Bidder will complete the timber sale contract in accordance with its terms and any modifications thereof including requirements to purchase, cut, and remove

the included timber by the 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 (10/11)

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 Pure and / or SFI certified" as long as the contractor hauling the forest products is chain-of-custody (COC) certified or covered under a COC certificate from the destination mill. The purchaser is responsible for maintaining COC after leaving the sale area.

KEITH CREAGH
Director

#### TIMBER SALE INFORMATION

#### MUSKEGON MIX (63-011-12-01)

T21N, R05W, SEC. 11; T21N, R05W, SEC. 12.

Missaukee County (Advertised Price \$5,049.25)

SALE NOTE: A recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Certain restrictions/specifications may be applicable including time restrictions. 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	<b>ESTIMATED UNITS*</b>	<u>ADV</u>	ERTISED PRICE
Sawlogs			
White Pine	37.00 MBF	\$	40.00 / MBF
Pulpwood			
B. T. Aspen	112.00 Cords	\$	9.50 / Cord
Jack Pine	54.00 Cords	\$	6.25 / Cord
Red Maple	81.00 Cords	\$	9.50 / Cord
Red Pine	12.00 Cords	\$	20.00 / Cord
White Pine	98.00 Cords	\$	4.50 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$717.25:

PRODUCTS & SPECIES	<b>ESTIMATED UNITS*</b>	<u>ADV</u>	ERTISED PRICE
Sawlogs			
B. T. Aspen	5.50 MBF	\$	25.00 / MBF
Mixed Oak	3.00 MBF	\$	50.00 / MBF
Red Maple	2.00 MBF	\$	35.00 / MBF
Red Pine	3.00 MBF	\$	50.00 / MBF
Pulpwood			
Balsam Fir	47.00 Cords	\$	3.00 / Cord
Mixed Oak	11.00 Cords	\$	6.25 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 11.70 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

- 1. A bond in the amount of \$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 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 03/31/2015.

# **Sale Specific Conditions & Requirements**

Sale Name: Muskegon Mix Sale Number: 63-011-12-01

#### 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 red paint. Do not cut painted boundary line trees.

# 2 - Timber Specifications

#### 2.1 - Included Timber

#### 2.1.1 - Clearcut unit(s) with unmerchantable trees (8/11)

Within Payment Unit(s), 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 do not cut any oak less than 6 inches DBH. Do not cut any tree marked with green paint.

#### 2.2 - Utilization

# 2.2.6 - Roundwood operation required (5/07)

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

# 2.2.9 - No chipping permitted (12/08)

Within Payment Unit(s), all wood must be removed as roundwood. No chipping is permitted.

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

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

#### 4 - Transportation

#### 4.1 - Construction

# 4.1.12 - No new roads (1/12)

No new roads will be permitted in any Payment Unit. All operations are limited to existing roads. Skid trails only will be allowed.

#### 4.2 - Maintenance

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

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

#### 5 - Operations

# 5.1 - Notification

#### 5.1.1 - Pre-sale conference (10/11)

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 (6/11)

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

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

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

# 5.2.4 - Dead and Down Creation

#### 5.2.4.4 - Dead and down creation, grouse (9/09)

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

# 5.2.22 - Operating Caution

## 5.2.22.1 - Operating caution (6/11)

It is recommended, but not required, that within Payment Unit(s), cutting and skidding occur during dry summer or frozen winter conditions.. The reason for the recommendation is because of wet hummocky ground.

## 5.2.29 - Shrub protection (9/07)

Do not cut or damage hawthorn, witch-hazel, dogwood or juneberry. These woody-shrub plants are highly beneficial to various wildlife species.

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

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

#### 5.4 - Soil Protection

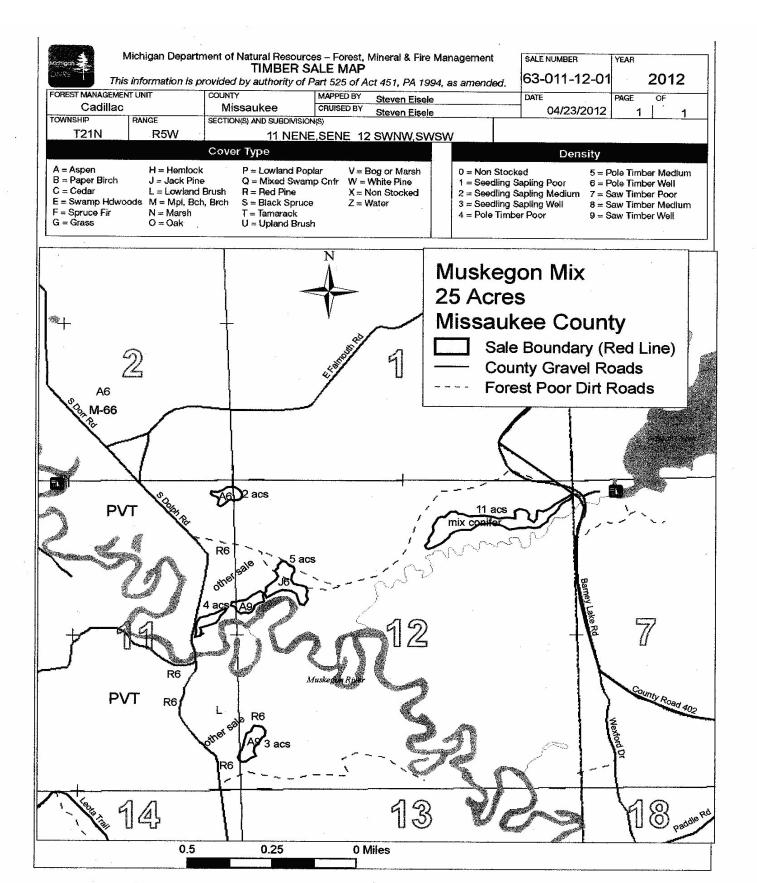
#### 5.4.1 - Rutting restriction, general (1/09)

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

# 5.4.5 - Soil caution (11/04)

Care must be taken to minimize soil damage due to the wet soils.

Section Name: Sale Specific Current as of 6/7/2012 4:07:56PM



#### TIMBER SALE INFORMATION

#### CHADS OAK (63-023-12-01)

T23N, R08W, SEC. 24; T23N, R08W, SEC. 25.

Missaukee County (Advertised Price \$66,004.85)

SALE NOTE: A recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Certain restrictions/specifications may be applicable including time restrictions. 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	<b>ESTIMATED UNITS*</b>	ADVI	ERTISED PRICE
Sawlogs	50.00 MDE	•	50.00 / MDE
Mixed Aspen Pulpwood	56.30 MBF	\$	56.00 / MBF
Mixed Aspen	709.00 Cords	\$	14.60 / Cord
Red Maple	724.00 Cords	\$	13.75 / Cord
Red Oak	774.00 Cords	\$	12.30 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$33,025.45:

PRODUCTS & SPECIES	ESTIMATED UNITS*	<u>AD\</u>	ERTISED PRICE
Sawlogs			
Mixed Oak	17.10 MBF	\$	54.00 / MBF
Red Maple	30.50 MBF	\$	36.00 / MBF
Red Oak	203.90 MBF	\$	118.00 / MBF
White Oak	47.00 MBF	\$	34.00 / MBF
Pulpwood			
Mixed Oak	135.00 Cords	\$	11.55 / Cord
Red Pine	63.00 Cords	\$	35.80 / Cord
White Oak	264.00 Cords	\$	5.80 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 10.80 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

# **BOND AND PAYMENT SCHEDULE:**

- 1. A bond in the amount of \$3,500.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
  - (c) Payment for each of the following units must be made before cutting begins in that unit:

c) I dyfficit for each of the following drifts made be made before eatting begins in that drift.				
PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE			
01	32%			
02	59%			
03	9%			

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 03/31/2015.

# **Sale Specific Conditions & Requirements**

Sale Name: Chads Oak Sale Number: 63-023-12-01

#### 1 - Sale Area

#### 1.2 - Boundaries

# 1.2.1 - Painted boundaries (12/08)

The sale boundary is 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. Do not cut painted boundary line trees.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s), all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. In addition cut all Aspen and Red Maple trees greater than 4" DBH. Protect advanced Oak regeneration. In addition leave all GREEN marked trees in Unit 3.

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

Note that Mixed Oak volumes includes a mix of Black and Pin Oak.

#### 2.1.14 - Dead oak (4/05)

Dead oak (defined as loose bark and no live branches) may be cut throughout the sale area. If cut, it must be skidded and piled separately on the landing. The sale administrator will measure the dead oak and the wood cannot be hauled prior to scaling. The purchaser will be invoiced at \$15.00 per cord. The contractor has 30 days to pay from the date of the invoice.

# 3 - Payments

#### 3.3 - Pre-measured Sales

# 3.3.4 - Dividing payment units (12/08)

Payment unit(s) 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

#### 41 - Construction

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

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

# 4.1.12 - No new roads (1/12)

No new roads will be permitted in any Payment Unit. All operations are limited to existing roads.

#### 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.

#### 4.2.4 - Grading (12/08)

Roads must be graded after the sale is completed. In general, this will require a road grader or bull dozer to shape up the roads after forest products have been hauled off site. The grading equipment to be used must be approved by the Unit Manager or his/her representative.

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

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

#### 5 - Operations

#### 5.1 - Notification

#### 5.1.1 - Pre-sale conference (10/11)

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 3 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 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.

# 5.2.1.8 - Slash height (12/08)

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

#### 5.2.2 - Hazard Trees/Snags

#### 5.2.2.1 - Den trees (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 (9/11)

Within Payment Unit(s) 2, unless changed by written agreement, cutting, skidding, and hauling are not permitted during the period of 12/1 to 03/31. This restriction is because intensive use of this area by snowmobiles.

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

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

#### 5.2.4 - Dead and Down Creation

# 5.2.4.4 - Dead and down creation, grouse (9/09)

To encourage grouse and other wildlife, in Payment Unit(s) leave one, 10" diameter or larger log-length (8 foot minimum) piece on the ground for every 2 acres. These will be evenly scattered throughout the cut unit. This can be an unmerchantable piece or a full tree.

#### 5.2.29 - Shrub protection (9/07)

Do not cut or damage hawthorn, witch-hazel, dogwood or juneberry. These woody-shrub plants are highly beneficial to various wildlife species.

#### 5.2.32 - Decking/landing restoration (9/11)

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

# 5.2.41 - Snowmobile trail protection (9/11)

The Miss-Kal snowmobile trail in Unit 2 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. 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. Trail may not be used for operations between December 1st to March 31st. The snowmobile trail may only be crossed at locations approved by the sale administrator. Maintain a 20 foot wide slash, debris, and rut free zone daily using the snowmobile trail as the centerline. All stumps within 20 feet of the snowmobile trail must be cut at ground level. In addition, any trees cut within 5 feet of the trail must have the stumps removed and be disposed of according to the direction of the Unit Manager or his/her representative.

# 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 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.

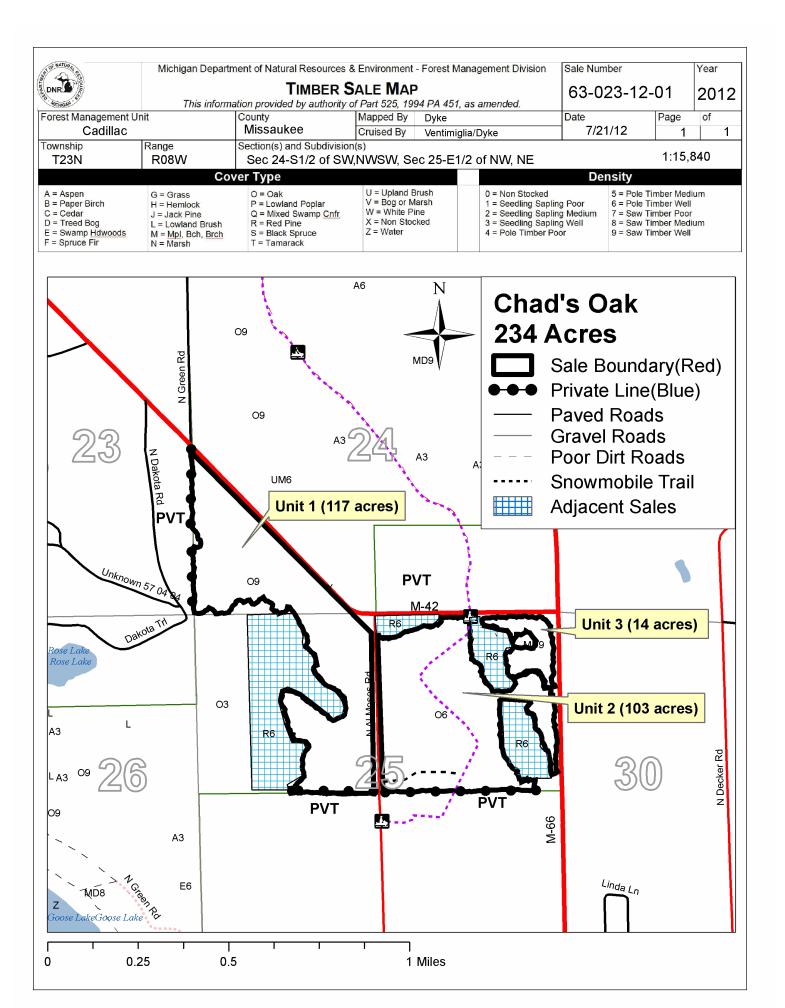
# 7 - Other Conditions

#### 7.3 - Contract Modifications

# 7.3.2 - Modification for oak wilt (2/05)

Within the sale area, there may be patches of oak wilt. If oak wilt is identified within the sale area, this contract may be modified. The following modifications could occur: time of cutting, species to cut, volume to harvest, or various others dealing with the treatment of oak wilt. If a species is not specified in this contract, it shall be paid for at the average price received for that species and product.

Section Name: Sale Specific Current as of 10/23/2012 5:58:23PM



#### TIMBER SALE INFORMATION

#### MINIVAN MIX (63-026-12-01)

T23N, R08W, SEC. 24.

Missaukee County (Advertised Price \$57,394.40)

SALE NOTE: A recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Certain restrictions/specifications may be applicable including time restrictions. 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 UNITS*	<u>AD\</u>	ERTISED PRICE
Sawlogs			
Red Oak	188.40 MBF	\$	157.00 / MBF
White Oak	88.40 MBF	\$	58.00 / MBF
Pulpwood			
Red Maple	392.00 Cords	\$	13.60 / Cord
Red Oak	793.00 Cords	\$	14.20 / Cord
White Oak	383.00 Cords	\$	7.60 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$3,185.80:

PRODUCTS & SPECIES	<b>ESTIMATED UNITS*</b>	ADVERTISED PRIC	
Sawlogs			
Red Maple	34.00 MBF	\$	64.00 / MBF
Pulpwood			
Mixed Aspen	99.00 Cords	\$	10.20 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 8.37 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

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

    PAYMENT UNIT NUMBER

    PERCENT OF TOTAL SALE VALUE

01 70% 02 30%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 03/31/2016.

# **Sale Specific Conditions & Requirements**

Sale Name: Minivan Mix Sale Number: 63-026-12-01

#### 1 - Sale Area

#### 1.2 - Boundaries

# 1.2.1 - Painted boundaries (12/08)

The sale boundary is 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. Do not cut painted boundary line trees unless also marked with orange paint.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s), cut all trees which meet minimum piece specifications in 2.2 Utilization. Leave all GREEN ringed trees.

# 2.1.14 - Dead oak (4/05)

Dead oak (defined as loose bark and no live branches) may be cut throughout the sale area. If cut, it must be skidded and piled separately on the landing. The sale administrator will measure the dead oak and the wood cannot be hauled prior to scaling. The purchaser will be invoiced at \$15.00 per cord. The contractor has 30 days to pay from the date of the invoice.

#### 3 - Payments

#### 3.3 - Pre-measured Sales

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

Payment unit(s) 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

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

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

#### 4.1.12 - No new roads (1/12)

No new roads will be permitted in any Payment Unit. All operations are limited to existing roads.

#### 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.

# 4.2.4 - Grading (12/08)

Roads must be graded after the sale is completed. In general, this will require a road grader or bull dozer to shape up the roads after forest products have been hauled off site. The grading equipment to be used must be approved by the Unit Manager or his/her representative.

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

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

# 5 - Operations

# 5.1 - Notification

# 5.1.1 - Pre-sale conference (10/11)

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 3 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 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.

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

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

# 5.2.2 - Hazard Trees/Snags

#### 5.2.2.1 - Den trees (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 (9/11)

Within Payment Unit(s), unless changed by written agreement, cutting, skidding, and hauling are not permitted during the period of 12/1 to 03/31 This restriction is because of intensive use of this area by snowmobiles.

# 5.2.3.4 - Oak wilt restriction (6/10)

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

#### 5.2.4 - Dead and Down Creation

#### 5.2.4.4 - Dead and down creation, grouse (9/09)

To encourage grouse and other wildlife, in Payment Unit(s) leave one, 10" diameter or larger log-length (8 foot minimum) piece on the ground for every 2 acres. These will be evenly scattered throughout the cut unit. This can be an unmerchantable piece or a full tree.

#### 5.2.29 - Shrub protection (9/07)

Do not cut or damage hawthorn, witch-hazel, dogwood or juneberry. These woody-shrub plants are highly beneficial to various wildlife species.

# 5.2.32 - Decking/landing restoration (9/11)

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

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

The Miss-Kal 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. 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. The snowmobile trail may not be used for any timber sale operations from December 1 to March 31. Maintain a 20 foot wide slash, debris, and rut free zone daily using the snowmobile trail as the centerline.

# 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 roads prior to beginning operations. The road must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

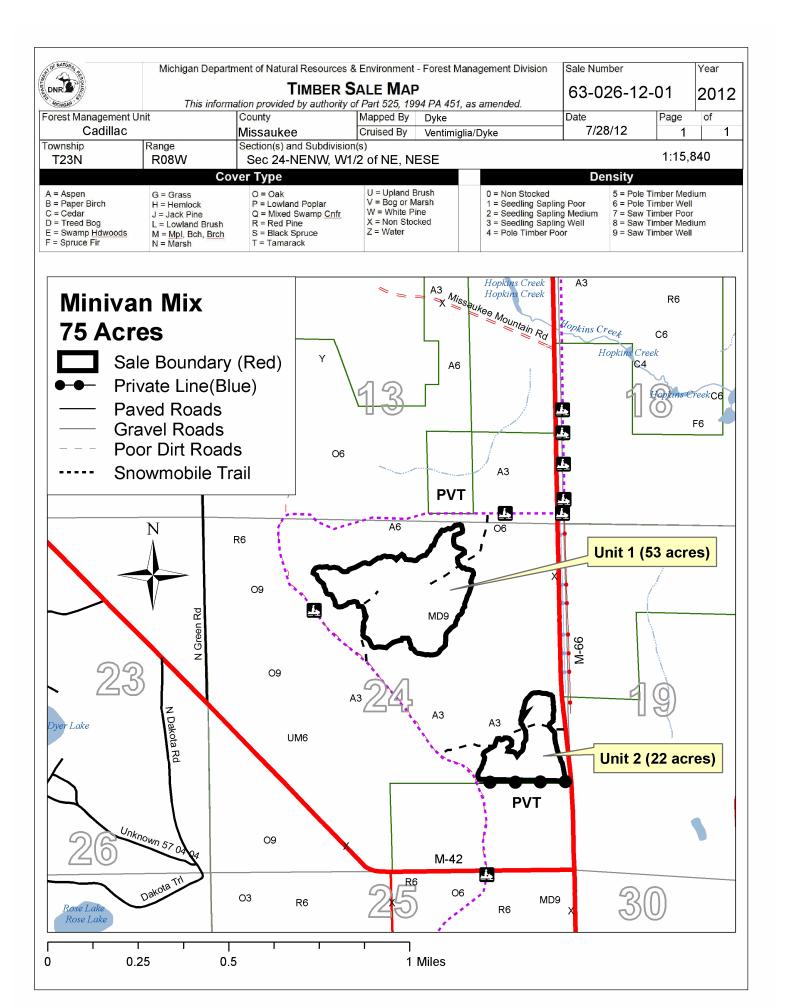
#### 7 - Other Conditions

# 7.3 - Contract Modifications

# 7.3.2 - Modification for oak wilt (2/05)

Within the sale area, there may be patches of oak wilt. If oak wilt is identified within the sale area, this contract may be modified. The following modifications could occur: time of cutting, species to cut, volume to harvest, or various others dealing with the treatment of oak wilt. If a species is not specified in this contract, it shall be paid for at the average price received for that species and product.

Section Name: Sale Specific Current as of 10/23/2012 6:07:48PM



#### TIMBER SALE INFORMATION

#### RED WHITE RED PINE (63-042-12-01)

T23N, R08W, SEC. 13; T23N, R08W, SEC. 23.

Missaukee County (Advertised Price \$76,149.32)

SALE NOTE: A recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Certain restrictions/specifications may be applicable including time restrictions. 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	<b>ESTIMATED UNITS*</b>	ADVERTISED PRICE	
Sawlogs			
Red Pine	155.60 MBF	\$	126.00 / MBF
White Pine	116.40 MBF	\$	68.00 / MBF
Pulpwood			
Red Pine	932.00 Cords	\$	40.00 / Cord
White Pine	1,114.00 Cords	\$	9.30 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$988.32:

PRODUCTS & SPECIES	ESTIMATED UNITS*	ADVERTISED PRICE	
Pulpwood			
B. T. Aspen	44.00 Cords	\$	16.28 / Cord
Red Maple	17.00 Cords	\$	16.00 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 10.51 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

- 1. A bond in the amount of **\$5,000.00** 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

01 28% 02 72%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 03/31/2015.

# **Sale Specific Conditions & Requirements**

Sale Name: Red White Red Pine Sale Number: 63-042-12-01

#### 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 red and yellow 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.

# 2 - Timber Specifications

#### 2.1 - Included Timber

#### 2.1.1 - Clearcut unit(s) with unmerchantable trees (8/11)

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 do not cut any oak.

#### 2.2 - Utilization

# 2.2.2 - Chipping required (1/11)

This area must be chip harvested to facilitate subsequent planting operations. The purchaser has the option to produce sawlogs or pulpwood bolts, but the remaining portion of the trees must be chipped and hauled. Products may be produced as roundwood and forwarded to decking areas in final product length, but the tops must be left intact and skidded to the landing for chipping in order to minimize the amount of residual slash. The requirement to retain approximately 1/6 to 1/3 of tree tops and limbs less than four inches in diameter does not apply (G. C. & R. 2.2). This is because of future planting operations.

# 2.2.3 - Stump heights (4/07)

Stump heights within the Sale Area shall not exceed 6 inches for all trees. This is in order to facilitate planting operations.

# 3 - Payments

#### 3.3 - Pre-measured Sales

# 3.3.4 - Dividing payment units (12/08)

Payment unit(s) 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

#### 4.1.12 - No new roads (1/12)

No new roads will be permitted in any Payment Unit. All operations are limited to existing roads. Skid trails only will be allowed.

# 4.2 - Maintenance

# 4.2.4 - Grading (12/08)

Roads must be graded after the sale is completed. In general, this will require a road grader or bull dozer to shape up the roads after forest products have been hauled off site. The grading equipment to be used must be approved by the Unit Manager or his/her representative.

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

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

# 5 - Operations

#### 5.1 - Notification

#### 5.1.1 - Pre-sale conference (10/11)

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning to determine landing and road locations. The Unit Manager or his/her representative must be contacted at least 3 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 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.

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

To facilitate reforestation, the sale area shall be left with slash evenly distributed. Bunched tops within the cutting area shall be broken up and scattered. Stumps shall be cut low to the ground. Processing sites shall not be left with a compacted layer of slash; tops from these sites shall be hauled back into the cut area and scattered.

# 5.2.30 - Landing/road top soil protection (1/12)

Top soil on landings must be removed, stockpiled and saved. Upon completion of the timber sale, soil must be evenly distributed back over the area for revegetation.

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

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

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

The Miss-Kal is a snowmobile trail and is shown on the Timber Sale Map. Do not cut or damage posts with orange trail markers or traffic control signs. The snowmobile trail may not be used for any timber sale operations from December 1 to March 31. The snowmobile trail may only be crossed at right angles. Maintain a 20 foot wide slash, debris, and rut free zone daily using the snowmobile trail as the centerline. No decking of forest products will be permitted along the snowmobile trail.

#### 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 adjacent County Roads prior to beginning operations. The road must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

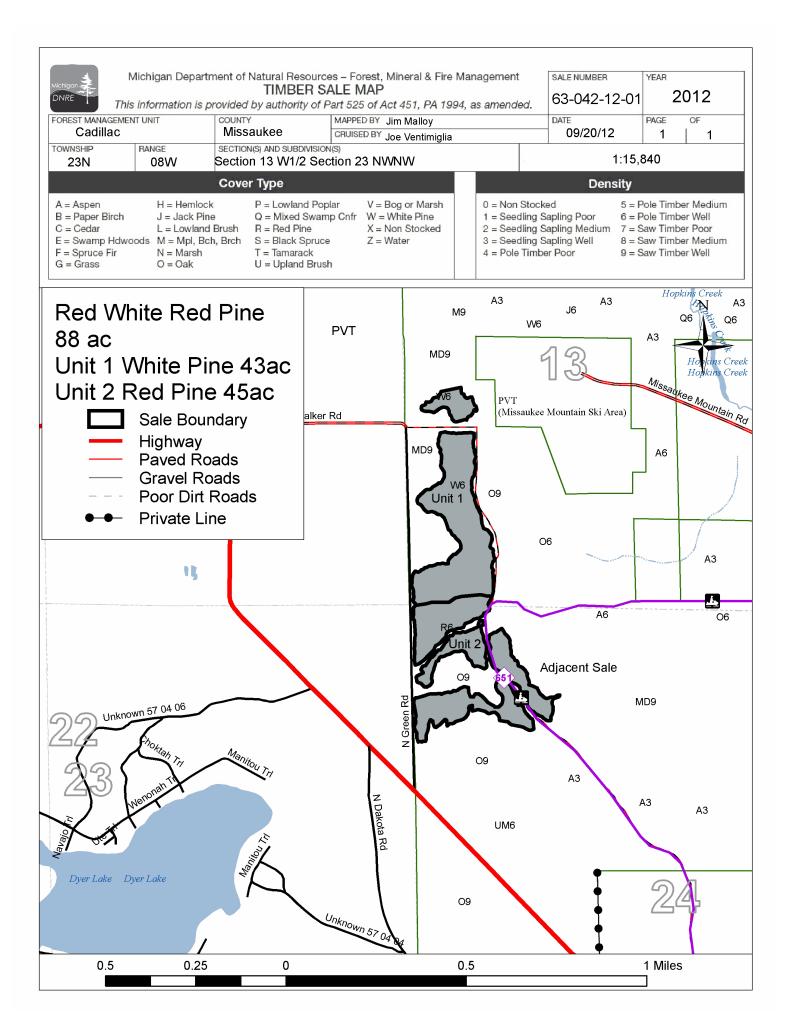
#### 7 - Other Conditions

#### 7.3 - Contract Modifications

#### 7.3.2 - Modification for oak wilt (2/05)

Within the sale area, there may be patches of oak wilt. If oak wilt is identified within the sale area, this contract may be modified. The following modifications could occur: time of cutting, species to cut, volume to harvest, or various others dealing with the treatment of oak wilt. If a species is not specified in this contract, it shall be paid for at the average price received for that species and product.

Section Name: Sale Specific Current as of 12/19/2012 3:48:41PM



#### **BID FORM**

# MUSKEGON MIX (63-011-12-01) T21N, R05W, SEC. 11; T21N, R05W, SEC. 12, Missaukee County

In response to the notice of sale to be held 3:00 p.m. (local time) on January 14, 2013, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	<b>ESTIMATE</b>	D UNITS*	ADV	ERTISED PRICE	BID PR	<u>ICE</u>
Sawlogs						
White Pine	37.00	MBF	\$	40.00 / MBF	\$	/ MBF
Pulpwood						
B. T. Aspen	112.00	Cords	\$	9.50 / Cord	\$	/ Cord
Jack Pine	54.00	Cords	\$	6.25 / Cord	\$	/ Cord
Red Maple	81.00	Cords	\$	9.50 / Cord	\$	/ Cord
Red Pine	12.00	Cords	\$	20.00 / Cord	\$	/ Cord
White Pine	98.00	Cords	\$	4.50 / Cord	\$	/ Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$717.25:

PRODUCTS & SPECIES	ESTIMATED UNITS*	ADV	ERTISED PRICE
Sawlogs			
B. T. Aspen	5.50 MBF	\$	25.00 / MBF
Mixed Oak	3.00 MBF	\$	50.00 / MBF
Red Maple	2.00 MBF	\$	35.00 / MBF
Red Pine	3.00 MBF	\$	50.00 / MBF
Pulpwood			
Balsam Fir	47.00 Cords	\$	3.00 / Cord
Mixed Oak	11.00 Cords	\$	6.25 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 11.70 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

	FEDERAL ID:		or SOC	IAL SECURITY NUMBER	R:	
	Company or indiv	idual bidding:				
	Company represe	entative's name:_				
	Address:					
	City:		State:	Zip:		
IF AVAIL	ABLE, PLEASE PL	ACE THE PERS	ONALIZED LAB	BEL FROM YOUR PROSPI	PECTUS IN THE ABOVE BOX.	_
Individual	or company repres	sentative's signa	ture:		Date:	
Phone nu	ımber :			Email (optional):		



Title

Michigan Department of Natural Resources & Environment Forest Management Division

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

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

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

	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.				
PI	Please Check Appropriate Categories:				
1.	My business is organized as (you <b>must</b> check <u>one</u> of the boxes below):				

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

	<ul><li>A. ☐ Sole Proprietorship (individual)</li><li>B. ☐ Partnership</li><li>C. ☐ Corporation</li></ul>						
2.	You <b>must</b> check one of the boxes below	r.					
	<ul> <li>A.          I certify that my business is a sole p         Worker's Compensation Laws.     </li> </ul>	roprietorship and it	has no employees but the sole proprietor. I am not subject to the				
	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).						
	<ul> <li>C.          I certify that my business has a Worldays of the contract award.     </li> </ul>	ker's Compensation	Policy. I will provide an original Certificate of Insurance within 21				
3.	If you have checked item 2(A) or 2(B), you than yourself, including family members		he number of <b>both</b> full-time and part-time employees, other is (if none, you must enter "0").				
	Full-time En	nployees	Part-time Employees				
Vam	e of Business		Federal ID (or) Social Security No.				
Addr	ess		Telephone ( )				
City		State	ZIP				
	reby certify that the above information is ur in factors affecting my coverage during		I agree to notify the Michigan DNRE of any changes that nt and future operations.				
S	signature of Owner or Authorized Representative						

Date

#### **BID FORM**

# <u>CHADS OAK (63-023-12-01)</u> T23N, R08W, SEC. 24; T23N, R08W, SEC. 25, Missaukee County

In response to the notice of sale to be held 3:00 p.m. (local time) on January 14, 2013, 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 U	<u>UNITS*</u>	ADVE	ERTISED PRICE	<b>BID PRICE</b>	
Sawlogs						
Mixed Aspen	56.30 N	ИBF	\$	56.00 / MBF	\$	/ MBF
Pulpwood						
Mixed Aspen	709.00 C	Cords	\$	14.60 / Cord	\$	/ Cord
Red Maple	724.00 C	Cords	\$	13.75 / Cord	\$	/ Cord
Red Oak	774.00 C	Cords	\$	12.30 / Cord	\$	/ Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$33,025.45:

PRODUCTS & SPECIES	ESTIMATED UNITS*	ADV	ERTISED PRICE
Sawlogs			
Mixed Oak	17.10 MBF	\$	54.00 / MBF
Red Maple	30.50 MBF	\$	36.00 / MBF
Red Oak	203.90 MBF	\$	118.00 / MBF
White Oak	47.00 MBF	\$	34.00 / MBF
Pulpwood			
Mixed Oak	135.00 Cords	\$	11.55 / Cord
Red Pine	63.00 Cords	\$	35.80 / Cord
White Oak	264.00 Cords	\$	5.80 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 10.80 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

	FEDERAL ID:	or SOCIAL SEC	URITY NUMBER:		
	Company or individual bidding:				
	Company representative's name:				
	Address:				
	City:	State:	_ Zip:		
= AVAIL	ABLE, PLEASE PLACE THE PERSO	NALIZED LABEL FRO	M YOUR PROSPECTUS IN 1	ΓΗΕ ABOVE BOX.	
ndividual	or company representative's signatu	ıre:		Date:	
hone nu	mber:	Email	(optional):		



Michigan Department of Natural Resources & Environment Forest Management Division

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

Signature of Owner or Authorized Representative

Title

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

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

	VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE						
•	This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.						
•	In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within 21 days of the contract award and prior to the issuance of the timber sale contract.						
•	All Information must be typed or printed e	xcept for written si	gnatures.				
Ple	ease Check Appropriate Categories:						
1.	<ul> <li>My business is organized as (you <b>must</b> check <u>one</u> of the boxes below):</li> <li>A. Sole Proprietorship (individual)</li> <li>B. Partnership</li> <li>C. Corporation</li> </ul>						
2.	You <b>must</b> check <u>one</u> of the boxes below						
	<ul> <li>I certify that my business is a sole p Worker's Compensation Laws.</li> </ul>	proprietorship and it	has no employees but the sole proprietor. I am not subject to the				
	<ul> <li>B.   I certify that my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).</li> <li>C.   I certify that my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within 21 days of the contract award.</li> </ul>						
3.	If you have checked item 2(A) or 2(B), y than yourself, including family members		the number of <b>both</b> full-time and part-time employees, other rs (if none, you must enter "0").				
	Full-time En	nployees	Part-time Employees				
Nam	e of Business		Federal ID (or) Social Security No.				
Addr	ress		Telephone ( )				
City		State	ZIP				
	ereby certify that the above information is true and correct. I agree to notify the Michigan DNRE of any changes that cur in factors affecting my coverage during any of my present and future operations.						

Date

#### **BID FORM**

# MINIVAN MIX (63-026-12-01) T23N, R08W, SEC. 24, Missaukee County

In response to the notice of sale to be held 3:00 p.m. (local time) on January 14, 2013, 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	<u>ESTIMATED</u>	UNITS*	AD\	/ERTISED PRICE	BID P	RICE
Sawlogs						
Red Oak	188.40	MBF	\$	157.00 / MBF	\$	/ MBF
White Oak	88.40	MBF	\$	58.00 / MBF	\$	/ MBF
Pulpwood						
Red Maple	392.00	Cords	\$	13.60 / Cord	\$	/ Cord
Red Oak	793.00	Cords	\$	14.20 / Cord	\$	/ Cord
White Oak	383.00	Cords	\$	7.60 / Cord	\$	/ Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$3,185.80:

PRODUCTS & SPECIES Sawlogs	ESTIMATED UNITS*	ADVERTISED PRICE		
Red Maple	34.00 MBF	\$ 64.00	/ MBF	
Pulpwood Mixed Aspen	99.00 Cords	\$ 10.20	/ Cord	

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 8.37 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

	FEDERAL ID:	or SOCIAL SI	ECURITY NUMBER:	
	Company or individual bidding:			_
	Company representative's name:			_
	Address:			_
	City:	State:	Zip:	
ا IF AVAIL	ABLE, PLEASE PLACE THE PERSO	)NALIZED LABEL FR	OM YOUR PROSPECTUS IN	N THE ABOVE BOX.
Individual	l or company representative's signatu	ıre:		Date:
Phone nu	ımber :	Ema	ail (optional):	



Title

Michigan Department of Natural Resources & Environment Forest Management Division

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

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

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

	VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE					
•	This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.					
•	In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within 21 days of the contract award and prior to the issuance of the timber sale contract.					
٠	All Information must be typed or printed e	xcept for written si	ignatures.			
Ple	ase Check Appropriate Categories:					
1.	<ul> <li>My business is organized as (you must check one of the boxes below):</li> <li>A. Sole Proprietorship (individual)</li> <li>B. Partnership</li> <li>C. Corporation</li> </ul>					
2.	<ul> <li>A.  ☐ I certify that my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.</li> <li>B. ☐ I certify that my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).</li> <li>C. ☐ I certify that my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within 21 days of the contract award.</li> </ul>					
	Full-time Er	nployees	Part-time Employees			
Nam	e of Business		Federal ID (or) Social Security No.			
Addr	ess		Telephone ( )			
City		State	ZIP			
000	ereby certify that the above information is ur in factors affecting my coverage durin signature of Owner or Authorized Representative		I agree to notify the Michigan DNRE of any changes that ent and future operations.			

Date

# **BID FORM**

# RED WHITE RED PINE (63-042-12-01) T23N, R08W, SEC. 13; T23N, R08W, SEC. 23, Missaukee County

In response to the notice of sale to be held 3:00 p.m. (local time) on January 14, 2013, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	<b>ESTIMATE</b>	D UNITS*	AD\	VERTISED PRICE	BID P	RICE
Sawlogs						
Red Pine	155.60	MBF	\$	126.00 / MBF	\$	/ MBF
White Pine	116.40	MBF	\$	68.00 / MBF	\$	/ MBF
Pulpwood						
Red Pine	932.00	Cords	\$	40.00 / Cord	\$	/ Cord
White Pine	1,114.00	Cords	\$	9.30 / Cord	\$	/ Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$988.32:

PRODUCTS & SPECIES	ESTIMATED UNITS*	ADVERTISED PRICE		
Pulpwood	<del>.</del>	· · · · · · · · · · · · · · · · · · ·		
B. T. Aspen	44.00 Cords	\$	16.28 / Cord	
Red Maple	17.00 Cords	\$	16.00 / 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 SOCI	AL SECURITY NUMBER:_	<del>-</del>	
	Company or individual bidding:_				
	Company representative's name	e:			
	Address:				
	City:	State:	Zip:		
IF AVAIL	ABLE, PLEASE PLACE THE PER	RSONALIZED LABI	EL FROM YOUR PROSPEC	TUS IN THE ABOVE BOX.	_
Individual	or company representative's sign	nature:		Date:	
Phone nu	ımber :		Email (optional):		

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 10.51 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.



Michigan Department of Natural Resources & Environment Forest Management Division

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

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

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

VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract. In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within 21 days of the contract award and prior to the issuance of the timber sale contract. All Information must be typed or printed 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 Federal ID (or) Social Security No. Name of Business Telephone Address ZIP City State 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