

### DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

#### **TIMBER SALE PROSPECTUS #4819**

SCHEDULED SALE DATE AND TIME: 3:00 p.m. (local time) on January 10, 2013. LOCATION: NEWBERRY MGMT UNIT, PO BOX 428, 5666 STATE HWY M-123, NEWBERRY, MI 49868.

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

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

FIVE MILE MIX (42-008-12-01) / T47N, R10W, SEC. 26, SESE..

T47N, R10W, SEC. 35, NENE, NWNE, SWNE, NENW.

Luce County, Advertised Price \$20,931.30, 54.0 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.

RED TAIL HARDWOODS (42-019-12-01) / T45N, R10W, SEC. 35, NESE.

T45N, R10W, SEC. 36, SWSE, SW 1/4, SENW.

Luce County, Advertised Price \$77,088.00, 175.0 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 private or state forest land.

MCDERMON MIX (42-055-12-01) / T47N, R10W, SEC. 32, NENE, NWNE, NWSE, SWSE, NWSW.

T47N, R10W, SEC. 32, NESW, SWSW, SENW.

T47N, R10W, SEC. 33, NWNW.

Luce County, Advertised Price \$21,989.90, 107.0 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, NEWBERRY OFFICE, PO BOX 428 5666 STATE HWY M-123, NEWBERRY, MI 49868, no later than 3:00 p.m. (local time) on January 10, 2013. For further information concerning this sale, contact Keith Magnusson at 906-293-3293 extension 4740.

#### 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

#### FIVE MILE MIX (42-008-12-01)

T47N, R10W, SEC. 26; T47N, R10W, SEC. 35.

Luce County (Advertised Price \$20,931.30)

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 UNITS*	ADV	ERTISED PRICE
Pulpwood			
Black Spruce	419.00 Cords	\$	15.25 / Cord
Mixed Softwood	71.00 Cords	\$	16.85 / Cord
Paper Birch	57.00 Cords	\$	26.40 / Cord
Red Maple	67.00 Cords	\$	33.00 / Cord
Red Pine	159.00 Cords	\$	52.90 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$1,218.30:

PRODUCTS & SPECIES	<b>ESTIMATED UNITS*</b>	<u>AD\</u>	/ERTISED PRICE
Sawlogs			
Paper Birch	3.90 MBF	\$	139.00 / MBF
Pulpwood			
B. T. Aspen	23.00 Cords	\$	29.40 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 17.52 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 **\$1,100.00** to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
  - (c) Payment for each of the following units must be made before cutting begins in that unit:

PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
01	17%
02	24%
03	24%
04	29%
05	6%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 12/31/2016.

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

Sale Name: Five Mile Mix Sale Number: 42-008-12-01

#### 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 blue paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state as well as interior Payment Unit boundaries between units 1 and 2 are marked with red paint. Interior Payment Unit boundaries between units 3 and 4 are marked with green paint. Do not cut painted boundary line trees. Painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 3, 4 & 5, cut all aspen, spruce, balsam, maple, white birch, cedar, and tamarack trees which meet minimum piece specifications in 2.2 Utilization. In addition within Payment Units 3, 4 & 5 cut all merchantable white pine and red pine 11" DBH and smaller.

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

Within Payment Unit(s) 1 & 2, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. These Payment Units are 3rd row thinnings. There are additional trees marked with orange paint designated for cutting along the access road as well as in adjacent rows in a few areas.

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

Note that mixed softwood is composed of 48% cedar, 35% balsam fir, 10% tamarack and 7% white pine.

#### 2.2 - Utilization

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

Within Payment Units 1 & 2, skidding of unlimbed tops or lengths over 17 feet is not permissible unless approved by the Unit Manager or his/her representative.

#### 4 - Transportation

#### 4.1 - Construction

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

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

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

All new roads built into the sale must be blocked to vehicle traffic within 30 days of completion of hauling. Overgrown and/or abandoned roads that are reopened shall be considered new roads. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth. Stumps and brush must be placed along the road course for a minimum of 200 ft, effectively obliterating it. These roads must be rendered completely impassable to cars, trucks and ORV's. Stumps from road building and landing construction can be reserved to meet the above road closure specifications. Temporary berms may be required if no sale activity occurs for 30 or more consecutive days. Contact the sale administrator for specific details of design and placement.

#### 4.1.12 - No new roads (6/10)

No new roads will be permitted for operations in Payment Units 1 & 2. All operations are limited to existing roads through Payment Unit 2 and along the west side of the Payment Units.

#### 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 wet weather conditions.

#### 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.

#### 4.3 - Public Right-of-Way

#### 4.3.1 - MDOT R-O-W (2/04)

The Michigan Department of Transportation (MDOT) must be contacted prior to harvesting timber within the MDOT right-of-way.

#### 4.4 - Access

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

Permission for access across private land is the responsibility of the purchaser.

#### 5 - Operations

#### 5.1 - Notification

#### 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) 3, 4 & 5, unless changed by written agreement, cutting and skidding are limited to the period of December 15 to April 1. This restriction is because of low ground nature of these Payment Units.

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

Within Payment Unit(s) 1 & 2, unless changed by written agreement, cutting and skidding are not permitted during the period of March 15 to July 1. This restriction is because of bark slippage.

#### 5.2.3.11 - Coppice regeneration protection (4/10)

To promote better aspen regeneration, Payment Unit 3 must be completed within twelve months of beginning operations on the Unit in order to minimize damage to the new regeneration.

#### 5.2.30 - Landing/road top soil protection (9/10)

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

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

No decking is allowed along the east side of Payment Units 1 & 2. This is due to adjacency to private property as well as the M-123 highway ROW. No activities are permited in the grass openings along the east side of Payment Units 1 & 2. This is to

avoid conflicts with private lands.

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

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

#### 5.8 - Protection of Endangered Species

#### 5.8.5 - Protection of raptor nests (4/09)

All trees with raptor nests will be protected if found during harvesting operations. Notification will be made to the Unit Manager or his/her representative who will notify the Wildlife Biologist so an on-site evaluation and recommendation can be made, if necessary.

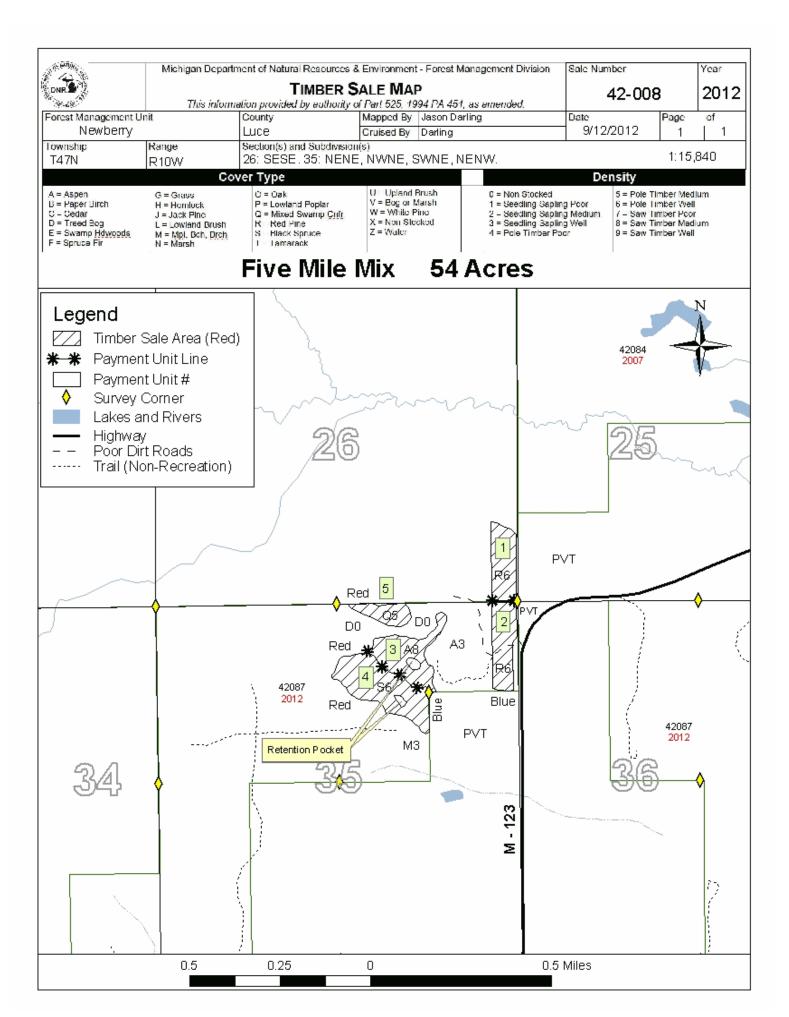
#### 6 - Safety and Fire Prevention

#### 6.2 - Signing

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

The purchaser is responsible for posting and maintaining caution signs on State Highway M-123 prior to beginning operations. The road must be posted a minimum of 1/4 mile north of the entrance onto M-123 (around large curve) 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.

Section Name: Sale Specific Current as of 9/19/2012 10:56:03AM



#### TIMBER SALE INFORMATION

#### RED TAIL HARDWOODS (42-019-12-01)

T45N, R10W, SEC. 35; T45N, R10W, SEC. 36.

Luce County (Advertised Price \$77,088.00)

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 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 UNITS*	<u>AD\</u>	/ERTISED PRICE
Sawlogs			
Red Maple	60.40 MBF	\$	138.00 / MBF
Sugar Maple	45.80 MBF	\$	772.00 / MBF
Pulpwood			
Mixed Hardwood	1,174.00 Cords	\$	20.20 / Cord
Red Pine	161.00 Cords	\$	37.55 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$3,634.85:

PRODUCTS & SPECIES	<b>ESTIMATED UNITS*</b>	AD\	/ERTISED PRICE
Sawlogs			
Beech	4.50 MBF	\$	89.00 / MBF
Black Cherry	1.90 MBF	\$	99.00 / MBF
Paper Birch	1.10 MBF	\$	160.00 / MBF
Red Pine	10.90 MBF	\$	144.00 / MBF
Yellow Birch	0.60 MBF	\$	236.00 / MBF
Pulpwood			
Mixed Aspen	19.00 Cords	\$	27.70 / Cord
Mixed Softwood	27.00 Cords	\$	23.10 / Cord
Paper Birch	1.00 Cords	\$	9.05 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 31.57 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 \$3,900.00 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	5%
02	5%
03	10%
04	5%
05	20%
06	30%
07	25%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 12/31/2016.

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

Sale Name: Red Tail Hardwoods Sale Number: 42-019-12-01

#### 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 blue, red and green 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 green paint. Do not cut painted boundary line trees unless also marked with orange paint. Green painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) #'s 1, 2 and 3, cut all Beech trees which meet minimum piece specifications in 2.2 Utilization. In addition, cut all trees marked with orange paint; these are marked for operability throughout the units.

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

Within Payment Unit(s) #'s 4, 5, 6, 7, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

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

Note that mixed hardwood, in decreasing amounts, is composed of Beech, Sugar maple, Red maple, and Black cherry. Mixed softwood is composed of Balsam fir.

#### 3 - Payments

#### 3.3 - Pre-measured Sales

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

Payment unit(s) #'s 5, 6 & 7 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

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

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

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

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

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

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. These roads must be rendered impassable to cars and trucks. All stumps from road building and landing construction must be reserved to block any newly constructed roads upon completion of the sale. These stumps must be scattered along the road system to prohibit vehicular movement. Contact the sale administrator for specific details of design and placement.

#### 4.2 - Maintenance

#### 4.2.4 - 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.

#### 4.4 - Access

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

Permission for access across private land is the responsibility of the purchaser.

#### 5 - Operations

#### 5.1 - Notification

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

A pre-sale conference between the Purchaser and sale administrator is required prior to beginning any operations.

#### 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 36 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) #'s 1-7, unless changed by written agreement, cutting, skidding, and hauling are limited to the period of 4/15-12/15. Waivers may be written to enter the sale early if snow conditions allow it. This restriction is in place to reduce conflicts with the recreation trails surrounding the sale. Note other restrictions in specs 5.2.3.3 and 5.8.5.

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

Within Payment Unit(s) #'s 4-7, unless changed by written agreement, cutting and skidding are not permitted during the period of April 15 to July 15. This restriction is because of bark slippage.

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

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.

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

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

#### 5.2.39 - ORV trail/route protection (1/09)

The Newberry - Rexton Motorcycle trail and is shown on the Timber Sale Map. Maintain a 10 foot wide slash, debris, and rut free zone daily using the ORV trail or route as the centerline.

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

The Canadian Lakes Pathway is a bike, hiking, horse, ski trail and is shown on the Timber Sale Map. Maintain a 20-foot wide slash, debris, and rut free zone daily, using the pathway as the centerline.

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

A snowmobile trail and is shown on the Timber Sale Map. Do not cut or damage posts with orange trail markers or traffic control signs. If the trail is used, it must be maintained and restored to a condition equal to or better than before the sale. The road maintenance/restoration must be done prior to December 1. If the trail road is to be used for hauling during the snowmobile season, then a snow covered base must be left on the trail. 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

#### 5.8 - Protection of Endangered Species

#### 5.8.5 - Protection of raptor nests (4/09)

To protect an active Red Tail Hawk nest, cutting, skidding, and hauling within PU 5 are not permitted from March 1 - July 1. All trees with raptor nests will be protected if found during harvesting operations. Notification will be made to the Unit Manager or his/her representative who will notify the Wildlife Biologist so an on-site evaluation and recommendation can be made, if necessary.

#### 6 - Safety and Fire Prevention

#### 6.2 - Signing

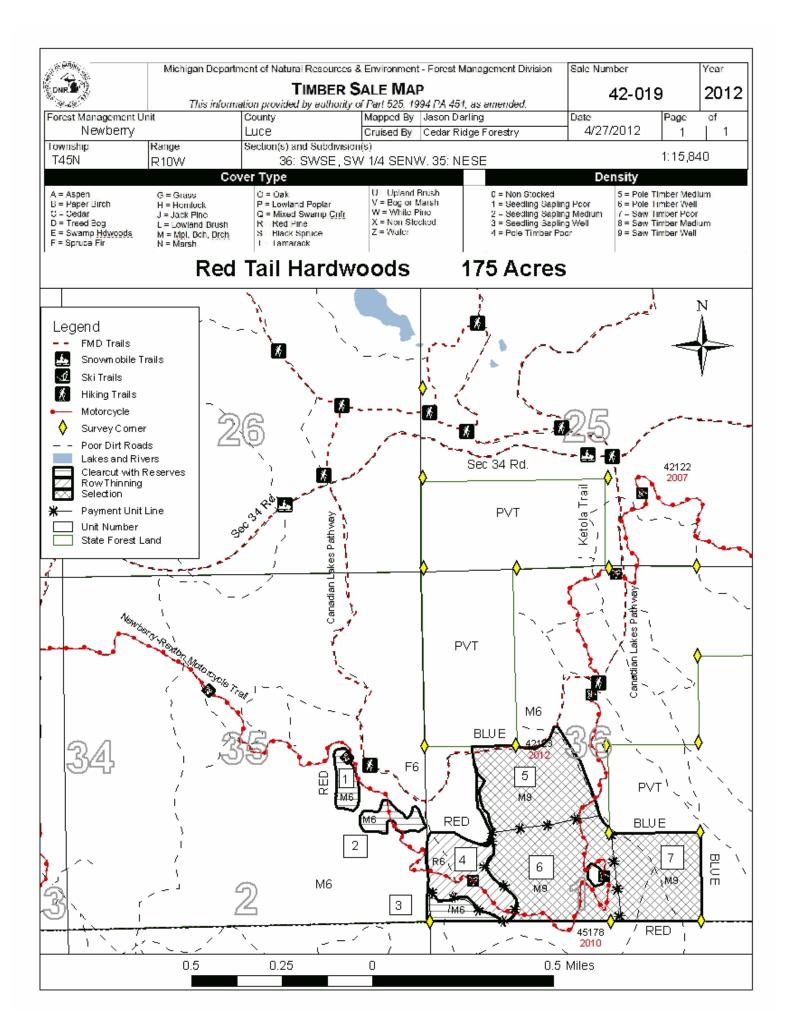
#### 6.2.1 - Road posting (9/09)

The purchaser is responsible for posting and maintaining caution signs on Section 34 Rd prior to beginning operations. The road must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

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

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

Section Name: Sale Specific Current as of 5/15/2012 9:16:09AM



#### TIMBER SALE INFORMATION

#### MCDERMON MIX (42-055-12-01)

T47N, R10W, SEC. 32; T47N, R10W, SEC. 33.

Luce County (Advertised Price \$21,989.90)

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>AD\</u>	ERTISED PRICE
Sawlogs			
Sugar Maple	5.00 MBF	\$	458.00 / MBF
Pulpwood			
Mixed Hardwood	467.00 Cords	\$	18.00 / Cord
Mixed Softwood	106.00 Cords	\$	14.55 / Cord
Q. Aspen	327.00 Cords	\$	27.20 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$857.20:

PRODUCTS & SPECIES	<b>ESTIMATED UNITS*</b>	<u>ADV</u>	ERTISED PRICE
Sawlogs			
Beech	0.60 MBF	\$	79.00 / MBF
Paper Birch	0.20 MBF	\$	106.00 / MBF
Red Maple	4.70 MBF	\$	129.00 / MBF
Yellow Birch	0.10 MBF	\$	239.00 / MBF
Pulpwood			
Paper Birch	6.00 Cords	\$	26.40 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 17.52 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 **\$1,200.00** 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	5%
02	58%
03	10%
04	5%
05	22%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 12/31/2016.

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

Sale Name: Mcdermon Mix Sale Number: 42-055-12-01

#### 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 blue, red and green 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 green paint. Do not cut painted boundary line trees unless also marked with orange paint. Green painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) #'s 2 & 5, cut all trees which meet minimum piece specifications in 2.2 Utilization except trees marked with YELLOW paint. In addition DO NOT CUT any White pine 12" DBH and larger.

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

Within Payment Unit(s) #'s 1, 3 & 4, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

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

Note that mixed hardwood is composed of red maple, sugar maple, yellow birch, beech and black cherry. Mixed softwood is composed of balsam fir and spruce.

#### 3 - Payments

#### 3.3 - Pre-measured Sales

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

Payment unit(s) #'s 1, 3 & 4 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

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

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

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

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

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

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. These roads must be rendered impassable to cars and trucks. All stumps from road building and landing construction must be reserved to block any newly constructed roads upon completion of the sale. These stumps must be scattered along the road system to prohibit vehicular movement. Contact the sale administrator for specific details of design and placement.

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

A new road needs to be built to access Payment Unit(s) #'s 1 & 2. If constructing the road off County Road 407 is desirable,

permission/permits from Luce County Road Commission are the resistibility of the purchaser. Other access options are available and will be discussed at the pre-sale conference.

#### 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 wet weather conditions.

#### 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.

#### 5 - Operations

#### 5.1 - Notification

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

A pre-sale conference between the Purchaser and sale administrator is required prior to beginning any operations.

#### 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 36 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.

#### 5.2.2 - 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

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

Within Payment Unit(s) #'s 1, 3 & 4, 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.

#### 5.2.3.11 - Coppice regeneration protection (4/10)

Timber harvesting in any Payment Unit must be completed before significant aspen sprouting occurs in that Payment Unit so as to minimize damage to the new regeneration.

#### 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.

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

No decking is allowed within 50 feet of County Road 407 without permission of Luce County Road Commission.

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

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

#### 5.2.39 - ORV trail/route protection (1/09)

The Silver Creek Trail is an ORV trail and is shown on the Timber Sale Map. Do not cut trees or damage posts with orange

ORV markers. Maintain a 20 foot wide slash, debris, and rut free zone daily using the ORV trail as the centerline. Do not run equipment down the ORV trail.

#### 5.8 - Protection of Endangered Species

#### 5.8.5 - Protection of raptor nests (4/09)

All trees with raptor nests will be protected if found during harvesting operations. Notification will be made to the Unit Manager or his/her representative who will notify the Wildlife Biologist so an on-site evaluation and recommendation can be made, if necessary.

#### 6 - Safety and Fire Prevention

#### 6.2 - Signing

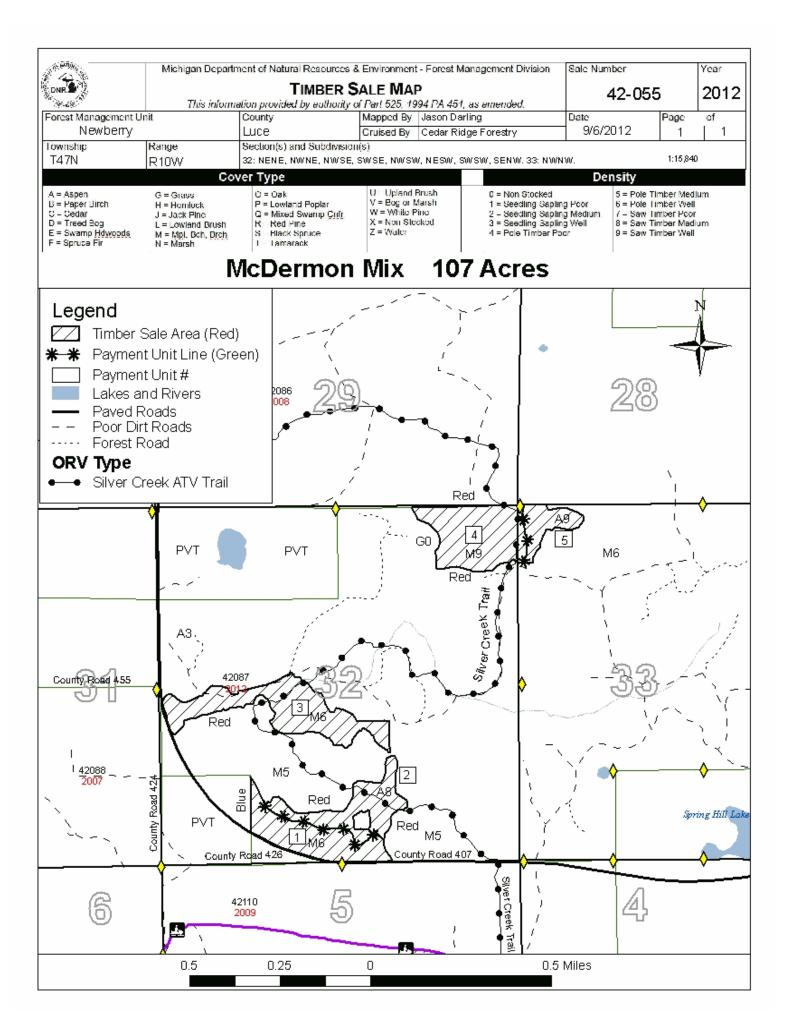
#### 6.2.1 - Road posting (9/09)

The purchaser is responsible for posting and maintaining caution signs on County Road 407 prior to beginning operations. The road must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

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

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

Section Name: Sale Specific Current as of 9/6/2012 10:34:50AM



#### **BID FORM**

### FIVE MILE MIX (42-008-12-01) T47N, R10W, SEC. 26; T47N, R10W, SEC. 35, Luce County

In response to the notice of sale to be held 3:00 p.m. (local time) on January 10, 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>ESTIMATE</u>	O UNITS*	ADV	ERTISED PRICE	BID P	RICE
Pulpwood						
Black Spruce	419.00	Cords	\$	15.25 / Cord	\$	/ Cord
Mixed Softwood	71.00	Cords	\$	16.85 / Cord	\$	/ Cord
Paper Birch	57.00	Cords	\$	26.40 / Cord	\$	/ Cord
Red Maple	67.00	Cords	\$	33.00 / Cord	\$	/ Cord
Red Pine	159.00	Cords	\$	52.90 / Cord	\$	/ Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$1,218.30:

PRODUCTS & SPECIES	ESTIMATED UNITS*	AD'	VERTISED PRICE
Sawlogs			
Paper Birch	3.90 MBF	\$	139.00 / MBF
Pulpwood			
B. T. Aspen	23.00 Cords	\$	29.40 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 17.52 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 SECU	URITY NUMBER:	
	Company or individual bidding:			
	Company representative's name:			
	Address:			
	City:	State:	Zip:	
F AVAIL	ABLE, PLEASE PLACE THE PERSO	NALIZED LABEL FROM	M YOUR PROSPECTUS IN T	HE ABOVE BOX.
ndividual	or company representative's signatu	re:		Date:



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 WO	RKER'S DISABIL	ITY COMPEN	SATION 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.						
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.	<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 days of the contract award.</li> </ul>						
3.	If you have checked item 2(A) or 2(B), y than yourself, including family members			<b>both</b> full-time and part-time employees, other u must enter "0").			
	Full-time Er	mployees		Part-time Employees			
Nam	ne of Business		Federal ID (or) So	ocial Security No.			
Address			Telephone ( )				
City State :			ZIP				
occ	ereby certify that the above information is our in factors affecting my coverage during Signature of Owner or Authorized Representative			tify the Michigan DNRE of any changes that operations.			

Date

TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

#### **BID FORM**

### RED TAIL HARDWOODS (42-019-12-01) T45N, R10W, SEC. 35; T45N, R10W, SEC. 36, Luce County

In response to the notice of sale to be held 3:00 p.m. (local time) on January 10, 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>ESTIMATEI</u>	D UNITS*	AD\	/ERTISED PRICE	BID PR	<u>ICE</u>
Sawlogs						
Red Maple	60.40	MBF	\$	138.00 / MBF	\$	/ MBF
Sugar Maple	45.80	MBF	\$	772.00 / MBF	\$	/ MBF
Pulpwood						
Mixed Hardwood	1,174.00	Cords	\$	20.20 / Cord	\$	/ Cord
Red Pine	161.00	Cords	\$	37.55 / Cord	\$	/ Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$3,634.85:

PRODUCTS & SPECIES	ESTIMATED UNITS*		ADV	ERTISED PRICE	=
Sawlogs					
Beech	4.50	MBF	\$	89.00 / MBF	
Black Cherry	1.90	MBF	\$	99.00 / MBF	
Paper Birch	1.10	MBF	\$	160.00 / MBF	
Red Pine	10.90	MBF	\$	144.00 / MBF	
Yellow Birch	0.60	MBF	\$	236.00 / MBF	
Pulpwood					
Mixed Aspen	19.00	Cords	\$	27.70 / Cord	
Mixed Softwood	27.00	Cords	\$	23.10 / Cord	
Paper Birch	1.00	Cords	\$	9.05 / Cord	

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 31.57 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:				
	Company or individual	bidding:		<u></u>			
	Company representative's name:						
	Address:						
	City:	State:	Zip:				
F AVAIL	ABLE, PLEASE PLACE	THE PERSONALIZED LAB	EL FROM YOUR PROSPE	ECTUS IN THE ABOVE BOX.			
ndividual or company representative's signature: Date:							
Phone nu	Phone number : 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:	

	VERIFICATION OF WOR	RKER'S DISABILI	ТҮ СОМ	PENSATION	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 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>					e of an approved ys of the contract 322-1195). surance within 21	
	than yourself, including family members and active partners (if none, you must enter "0").  Full-time Employees						
Nam	ne of Business		Federal ID	(or) Social Secur	rity No.		
Address			Telephone (	)			
City State			ZIP				
occ	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						

Date

EEDEDVI ID:

#### **BID FORM**

## MCDERMON MIX (42-055-12-01) T47N, R10W, SEC. 32; T47N, R10W, SEC. 33, Luce County

In response to the notice of sale to be held 3:00 p.m. (local time) on January 10, 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\	/ERTISED PRICE	<b>BID PRICE</b>	
Sawlogs						
Sugar Maple	5.00	MBF	\$	458.00 / MBF	\$	/ MBF
Pulpwood						
Mixed Hardwood	467.00	Cords	\$	18.00 / Cord	\$	/ Cord
Mixed Softwood	106.00	Cords	\$	14.55 / Cord	\$	/ Cord
Q. Aspen	327.00	Cords	\$	27.20 / Cord	\$	/ Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$857.20:

PRODUCTS & SPECIES	ESTIMATED UNITS*		ERTISED PRICE
Sawlogs			
Beech	0.60 MBF	\$	79.00 / MBF
Paper Birch	0.20 MBF	\$	106.00 / MBF
Red Maple	4.70 MBF	\$	129.00 / MBF
Yellow Birch	0.10 MBF	\$	239.00 / MBF
Pulpwood			
Paper Birch	6.00 Cords	\$	26.40 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 17.52 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.

or SOCIAL SECLIDITY NUMBED:

	LDLIVIL ID	0,000,000	DICTION DEIC.			
	Company or individual bidding:					
	Company representative's name:					
	Address:					
	City:	State:	Zip:			
F AVAIL	F AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.					
ndividual	al or company representative's signature: Date:					
Phone nu	one number : Email (optional):					



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 CO	MPENSATION ACT COMPLIANCE					
•	This verification must be completed and submitted within 21 days of sale contract.	contract award and prior to the issuance of the timber					
•	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 signature:	All Information must be typed or printed except for written signatures.					
Ple	Please Check Appropriate Categories:						
1.	My business is organized as (you <b>must</b> check <u>one</u> of the boxes be A.      Sole Proprietorship (individual)     B.      Partnership     C.      Corporation	A. Sole Proprietorship (individual)  B. Partnership					
3.	<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 Employees	Part-time Employees					
Nam	Name of Business Federal I	O (or) Social Security No.					
	Address Telephor (	e )					
City	City State ZIP						
I he	I hereby certify that the above information is true and correct. I agree	to notify the Michigan DNRE of any changes that					

Date

occur in factors affecting my coverage during any of my present and future operations.

Signature of Owner or Authorized Representative

Title