

### DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

#### **TIMBER SALE PROSPECTUS #4880**

SCHEDULED SALE DATE AND TIME: 2:00 p.m. (local time) on April 24, 2013. LOCATION: SHINGLETON MGMT UNIT, PO BOX 67 M-28 WEST, SHINGLETON, MI 49884.

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, SHINGLETON MANAGEMENT UNIT, for certain timber on the following described lands:

FRONTSIDE ASPEN AND SPRUCE (41-003-13-01) / T45N, R16W, SEC. 23, SE1/4, NENE.

T45N, R16W, SEC. 24, W1/2NW,W1/2SW.

T45N, R16W, SEC. 25, NWNW.

Schoolcraft County, Advertised Price \$19,592.20, 74.0 Acres

SALE NOTE: Roads may require the installation of culverts for cross drainage or at natural drainage-ways.

The County must be contacted prior to harvesting in the county road R.O.W. This applies to Payment Units 1 and 2 which border the Creighton Truck Trail.

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

<u>SPLIT ACCESS HARDWOOD</u> (41-002-12-01) / T41N, R17W, SEC. 28, SENW, NESW, SWSW. T41N, R17W, SEC. 29, E1/2SE.

Schoolcraft County, Advertised Price \$7,093.45, 28.0 Acres

SALE NOTE: Permission for access across private land is the responsibility of the purchaser. Should the purchaser desire to cross private land, a copy of the written permission from the private landowner may be required by the DNR.

It is the responsibility of the purchaser to obtain permission from the utility company to utilize the power line R.O.W. for operations.

Within payment Unit 1, harvesting is not permitted during April 15 to July 15 due to bark slippage.

Snowmobile Trail 2 is shown on the Timber Sale Map. If the trail is used, it must be maintained and restored to a condition equal to or better than before the sale prior to December 1. The snowmobile trail may not be used for any timber sale operations from December 1 to March 31.

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.

SWEET ASH HARDWOOD (41-034-12-01) / T44N, R13W, SEC. 31, NE1/4.

T44N, R13W, SEC. 32, N1/2,NWSE,NESW.

T44N, R13W, SEC. 33, SWNW.

Schoolcraft County, Advertised Price \$98,170.65, 270.0 Acres

SALE NOTE: One hundred cubic yards of pit run gravel must be purchased, hauled and spread in holes on the two track road between the Plum Creek property line and Payment Unit 6. All work is at the Purchaser's expense and must be done before harvesting can begin.

Permission for access across private land is the responsibility of the purchaser. A copy of the written permission from the private landowner may be required by the DNR.

Within Payment Units 1 and 6, harvesting is limited to the period of October 1 through March 1 due to Goshawk nest in the area.

Within Payment Units 7, 8 and 11 harvesting is only permitted from December 1 through March 31 due to deeryard management and soft soils.

Within payment Units 2, 3, 4, 5 and 9, harvesting is not permitted during April 15 to July 15 due to bark slippage.

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

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

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

Bids must be received by the Unit Manager, SHINGLETON OFFICE, PO BOX 67 M-28 WEST, SHINGLETON, MI 49884, no later than 2:00 p.m. (local time) on April 24, 2013. For further information concerning this sale, contact Robert Burnham at 906-452-6227 extension 240.

#### 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

#### FRONTSIDE ASPEN AND SPRUCE (41-003-13-01)

T45N, R16W, SEC. 23; T45N, R16W, SEC. 24; T45N, R16W, SEC. 25.

Schoolcraft County (Advertised Price \$19,592.20)

SALE NOTE: Roads may require the installation of culverts for cross drainage or at natural drainage-ways.

The County must be contacted prior to harvesting in the county road R.O.W. This applies to Payment Units 1 and 2 which border the Creighton Truck Trail.

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

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

PRODUCTS & SPECIES	ESTIMATED UNITS*	ADV	ERTISED PRICE
Pulpwood			
Black Spruce	257.00 Cords	\$	27.70 / Cord
Jack Pine	79.00 Cords	\$	44.20 / Cord
Mixed Aspen	163.00 Cords	\$	24.00 / Cord
Mixed Hardwood	144.00 Cords	\$	25.05 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$1,462.30:

PRODUCTS & SPECIES	<b>ESTIMATED UNITS*</b>	AD\	/ERTISED PRICE
Sawlogs			
Red Maple	1.70 MBF	\$	161.00 / MBF
Yellow Birch	0.20 MBF	\$	539.00 / MBF
Pulpwood			
Balsam Fir	35.00 Cords	\$	16.75 / Cord
Beech	3.00 Cords	\$	25.80 / Cord
Paper Birch	27.00 Cords	\$	15.45 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 15.36 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 \$980.00 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:

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PERCENT OF TOTAL SALE VALUE
14%
45%
36%
5%

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

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

Sale Name: Frontside Aspen And Spruce Sale Number: 41-003-13-01

#### 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.

#### 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 maple, aspen and birch 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. In addition, cut all other trees that meet minimum piece specifications in 2.2 Utilization except hemlock, oak, red pine and white pine. Special protection trees identified in accordance with condition 3.4.2, within clearcutting unit boundaries, are not Included Timber and are to be protected.

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

Within Payment Unit(s) 3, cut all trees which meet minimum piece specifications in 2.2 Utilization except hemlock, oak, red pine and white pine.

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

Within Payment Unit(s) 4, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. In addition, cut all beech and aspen trees unless marked in green paint.

#### 2.2 - Utilization

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

Stump heights within Payment Unit 3 shall not exceed 12 inches for trees greater than 10 inches DBH and 4 inches for trees smaller than 10 inches DBH. 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) 2 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.

#### 3.4 - Damaged Timber

#### 3.4.2 - Special Protection Trees (8/11)

The Purchaser shall not cut live or dead special protection trees within cutting units or clearings. Special protection trees are hemlock and oak. The Purchaser shall protect special protection trees from damage by the Purchaser's operations. If the Purchaser's operations have cut or damaged special protection trees through carelessness, the Purchaser shall pay \$100.00 as fixed, agreed and liquidated damages for each special protection tree cut or damaged. Such payment does not constitute ownership of the undesignated timber.

#### 3.4.3 - Special Protection Areas (8/11)

The Purchaser shall protect special protection areas from damage by the Purchaser's operations. Special protection areas are found in Payment Unit 3 and marked with a green boundary line. The Purchaser shall not cut live or dead trees within special protection areas. If the Purchaser's operations have cut or damaged special protection areas through carelessness, the Purchaser shall pay \$1000.00 as fixed, agreed and liquidated damages for each acre or part thereof cut or damaged. Such payment does not constitute ownership of the undesignated timber.

#### 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.

#### 4.1.4 - 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.

#### 4.1.5 - Culverts (9/11)

Roads may require the installation of culverts for cross drainage or at natural drainage-ways. If culverts are needed in these locations, their placement will be specified by the sale administrator and they shall be installed prior to hauling. The culverts shall be new, corrugated metal or plastic gauge. Culverts will be a minimum of 12 inches in diameter and 24 feet in length. If culverts are removed, fill shall be removed from wetland soils as specified. Soils shall be maintained and left in a non-erodible condition, with water bars, seed, fertilizer, mulch, and slash installed as directed by the sale administrator and as specified in the BMP manual. Stream crossing permits, if needed, will be obtained by the DNR.

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

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

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

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth. 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.

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

#### 4.3.2 - County R-O-W (12/06)

The county must be contacted prior to harvesting in the county road R-O-W. This applies to Payment Units 1 and 2 which border the Creighton Truck Trail.

#### 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

#### 5.2.1.2 - Slash Removal

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

All slash must be removed at least 10 feet from the cleared right-of-way of forest roads and 50' from County Roads.

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

To facilitate reforestation, Payment Unit 3 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.

#### 5.2.4 - Dead and Down Creation

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

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

#### 5.2.38 - 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.

#### 5.8 - 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.

#### 7 - Other Conditions

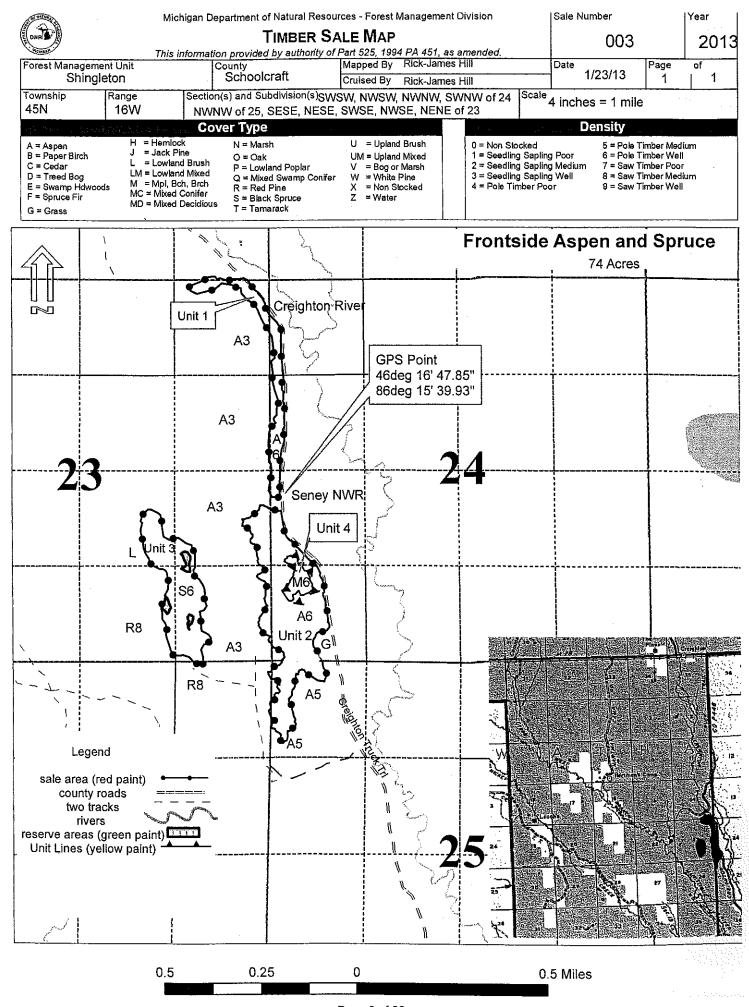
#### 7.3 - Contract Modifications

#### 7.3.1 - Emerald Ash Borer

#### 7.3.1.2 - Emerald ash borer, ash or firewood on sale (2/05)

There is ash and/or "firewood" in this sale and it is located within an emerald ash borer quarantined area. The Director of the Michigan Department of Agriculture (MDA) by the authority of Act No. 72 of the Public Acts of 1945, as amended, and Quarantine Regulation No. 620, has promulgated this quarantine to prevent the further spread of this pest and sets forth: definitions, regulated articles, regulated areas, conditions of movement, violations and penalties, and special exemptions. The purchaser must comply with this quarantine. Contact the MDA for further information.

Section Name: Sale Specific Current as of 2/19/2013 10:07:45AM



#### TIMBER SALE INFORMATION

#### SPLIT ACCESS HARDWOOD (41-002-12-01)

T41N, R17W, SEC. 28; T41N, R17W, SEC. 29.

Schoolcraft County (Advertised Price \$7,093.45)

SALE NOTE: Permission for access across private land is the responsibility of the purchaser. Should the purchaser desire to cross private land, a copy of the written permission from the private landowner may be required by the DNR.

It is the responsibility of the purchaser to obtain permission from the utility company to utilize the power line R.O.W. for operations.

Within payment Unit 1, harvesting is not permitted during April 15 to July 15 due to bark slippage.

Snowmobile Trail 2 is shown on the Timber Sale Map. If the trail is used, it must be maintained and restored to a condition equal to or better than before the sale prior to December 1. The snowmobile trail may not be used for any timber sale operations from December 1 to March 31.

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>	AD\	/ERTISED PRICE
Sawlogs			
Sugar Maple	3.80 MBF	\$	724.00 / MBF
Pulpwood			
Mixed Aspen	43.00 Cords	\$	24.95 / Cord
Mixed Hardwood	117.00 Cords	\$	22.60 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$625.20:

PRODUCTS & SPECIES	<b>ESTIMATED UNITS*</b>	<u>AD\</u>	/ERTISED PRICE
Sawlogs			
Basswood	0.10 MBF	\$	129.00 / MBF
Red Maple	0.20 MBF	\$	140.00 / MBF
Pulpwood			
Beech	15.00 Cords	\$	15.40 / Cord
Paper Birch	17.00 Cords	\$	16.90 / Cord
White Pine	4.00 Cords	\$	16.50 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 44.45 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:**

- A bond in the amount of \$356.00 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 72% 02 28%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 12/31/2015.

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

Sale Name: Split Access Hardwood Sale Number: 41-002-12-01

#### 1 - Sale Area

#### 1.2 - Boundaries

#### 1.2.1 - Painted boundaries (12/08)

The sale boundary is 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 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

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

Within Payment Unit(s) 2, cut all maple, birch and aspen 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. In addition, cut all other trees which meet minimum piece specifications in 2.2 Utilization except hemlock, oak, red pine and white pine.

Exception, red pine and white pine marked in orange paint can be cut. Special protection trees identified in accordance with condition 3.4.2, within clearcutting unit boundaries, are not Included Timber and are to be protected.

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

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

#### 3 - Payments

#### 3.4 - Damaged Timber

#### 3.4.2 - Special Protection Trees (8/11)

The Purchaser shall not cut live or dead special protection trees within cutting units or clearings. Special protection trees are oak and hemlock if they occur. The Purchaser shall protect special protection trees from damage by the Purchaser's operations. If the Purchaser's operations have cut or damaged special protection trees through carelessness, the Purchaser shall pay \$100 as fixed, agreed and liquidated damages for each special protection tree cut or damaged. Such payment does not constitute ownership of the undesignated timber.

#### 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.

#### 4.1.4 - 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. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth. These roads must be rendered impassable to cars, trucks, and ORVs. 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.

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

No new roads will be permitted to access Unit 2.

#### 44 - Access

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

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

#### 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. 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.

#### 5.1.6 - Utility R.O.W. (10/08)

It is the responsibility of the purchaser to obtain permission from the utility company to utilize the power line R.O.W. for operations.

#### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

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

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

#### 5.2.1.2 - Slash Removal

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

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

#### 5.2.1.9 - No Slash:pipe/powerline, oil/gas sites (2/04)

All pipelines, power lines, oil or gas storage sites and related access roads are to remain free of slash at all times.

#### 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) 1, unless changed by written agreement, cutting and skidding are not permitted during the period of April 15 to July 15. This restriction is because of bark slippage.

#### 5.2.4 - Dead and Down Creation

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

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

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

No decking is allowed in the utility R.O.W. without permission of the utility company.

#### 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)

Snowmobile Trail 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 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.

#### 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.

#### 5.8 - 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.

#### 7 - Other Conditions

#### 7.3 - Contract Modifications

#### 7.3.1 - Emerald Ash Borer

#### 7.3.1.2 - Emerald ash borer, ash or firewood on sale (2/05)

There is ash and/or "firewood" in this sale and it is located within an emerald ash borer quarantined area. The Director of the Michigan Department of Agriculture (MDA) by the authority of Act No. 72 of the Public Acts of 1945, as amended, and Quarantine Regulation No. 620, has promulgated this quarantine to prevent the further spread of this pest and sets forth: definitions, regulated articles, regulated areas, conditions of movement, violations and penalties, and special exemptions. The purchaser must comply with this quarantine. Contact the MDA for further information.

Section Name: Sale Specific Current as of 2/28/2013 10:52:59AM

Michigan DNRE		TIMBER	& Environment - Forest Ma  SALE MAP	~ -	Sale Number	Year
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C = Cedar D = Treed Bog	J = Jack Pine	Q = Mixed Swamp Cnfr	W = White Pine X = Non Stocked	2 = Seedling Saplir	ng Medium 7 = Saw Timb	er Poor
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#### TIMBER SALE INFORMATION

#### SWEET ASH HARDWOOD (41-034-12-01)

T44N, R13W, SEC. 31; T44N, R13W, SEC. 32; T44N, R13W, SEC. 33.

Schoolcraft County (Advertised Price \$98,170.65)

SALE NOTE: One hundred cubic yards of pit run gravel must be purchased, hauled and spread in holes on the two track road between the Plum Creek property line and Payment Unit 6. All work is at the Purchaser's expense and must be done before harvesting can begin.

Permission for access across private land is the responsibility of the purchaser. A copy of the written permission from the private landowner may be required by the DNR.

Within Payment Units 1 and 6, harvesting is limited to the period of October 1 through March 1 due to Goshawk nest in the area.

Within Payment Units 7, 8 and 11 harvesting is only permitted from December 1 through March 31 due to deeryard management and soft soils.

Within payment Units 2, 3, 4, 5 and 9, harvesting is not permitted during April 15 to July 15 due to bark slippage.

No designated recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Access may be through private 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			
Sugar Maple	57.20 MBF	\$	752.00 / MBF
White Ash	77.80 MBF	\$	89.00 / MBF
Pulpwood			
B. T. Aspen	209.00 Cords	\$	30.80 / Cord
Mixed Hardwood	693.00 Cords	\$	29.60 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$21,282.05:

PRODUCTS & SPECIES	<b>ESTIMATED UNITS*</b>	<u>AD\</u>	/ERTISED PRICE
Sawlogs			
Basswood	6.60 MBF	\$	102.00 / MBF
Red Maple	7.00 MBF	\$	170.00 / MBF
Pulpwood			
Balsam Fir	205.00 Cords	\$	19.85 / Cord
Beech	76.00 Cords	\$	30.50 / Cord
Black Spruce	172.00 Cords	\$	32.80 / Cord
N. W. Cedar	88.00 Cords	\$	14.85 / Cord
Paper Birch	205.00 Cords	\$	18.30 / Cord
Tamarack	3.00 Cords	\$	24.90 / Cord
White Ash	122.00 Cords	\$	18.50 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 17.94 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 **\$4,915.00** 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

AYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
01	9%
02	12%
03	11%
04	6%
05	12%
06	15%
07	3%
08	3%
09	10%
10	3%
11	16%

- 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: Sweet Ash Hardwood Sale Number: 41-034-12-01

#### 1 - Sale Area

#### 1.2 - Boundaries

#### 1.2.1 - Painted boundaries (12/08)

The sale boundary is marked and identified by blue, red and yellow paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint. Do not cut painted boundary line trees unless also marked with orange paint.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 7, 8, 10 and 11, cut all trees which meet minimum piece specifications in 2.2 Utilization except hemlock and oak. In addition,

Within Payment Unit 7, do not cut cedar, yellow birch or trees marked with green paint.

Within Payment Unit 10, do not cut cedar, white pine, paper birch or yellow birch.

Within Payment Unit 11, do not cut cedar.

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

Within Payment Unit(s) 1, 2, 3, 4, 5, 6 and 9, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. In addition, all beech are designated for harvest unless marked with green paint.

#### 2.2 - Utilization

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

Within Payment Unit(s) 1, 6, 7, 8 and 11, no chipping is permitted.

#### 3 - Payments

#### 3.3 - Pre-measured Sales

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

Payment unit(s) 1, 2, 3, 5, 6, 9 and 11 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.

#### 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 Units 1, 2 and 6 are damaged, liquidated damages will be assessed at \$500 per acre for all acreage within that specified portion of the sale area that was damaged.

#### 3.4.2 - Special Protection Trees (8/11)

The Purchaser shall not cut live or dead special protection trees within cutting units or clearings. Special protection trees are hemlock and oak. The Purchaser shall protect special protection trees from damage by the Purchaser's operations. If the Purchaser's operations have cut or damaged special protection trees through carelessness, the Purchaser shall pay \$100 as fixed, agreed and liquidated damages for each special protection tree cut or damaged. Such payment does not constitute ownership of the undesignated timber.

#### 4 - Transportation

#### 4.1 - Construction

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

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

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

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.

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

The following road work is required: 100 cubic yards of pit run gravel must be purchased hauled and spread in holes on the two track road between the Plum Creek property line and Payment Unit 6. All work is at the Purchaser's expense and no deductions will be given. All road work must be complete before harvest operations can commence.

#### 4.1.10 - Oversight (12/08)

The Unit Manager, or his/her representative, must be present when the road improvement project is initiated.

#### 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.

#### 4.4 - Access

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

Permission for access across private land is the responsibility of the purchaser. A copy of the written permission from the private land-owner may be required by the DNR.

#### 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 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

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

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

#### 5.2.1.2 - Slash Removal

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

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

#### 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) 1 and 6 unless changed by written agreement, cutting, skidding, and hauling are limited to the period of October 1 to March 1. This restriction is to protect an active Goshawk nest in the area.

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

Within Payment Unit(s) 7, 8 and 11, unless changed by written agreement, cutting, skidding, and hauling are limited to the period of December 1 to March 31. This restriction is because of soft soils and deeryard management.

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

Within Payment Unit(s) 2, 3, 4, 5 and 9, 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.

#### 5.2.4 - Dead and Down Creation

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

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

#### 5.4 - 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.

#### 5.8 - Protection of Endangered Species

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

Within Payment Units 1 and 6 two small islands have been red lined to protect raptor nests. No activities are to occur within these islands. 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.

#### 7 - Other Conditions

#### 7.3 - Contract Modifications

#### 7.3.1 - Emerald Ash Borer

#### 7.3.1.2 - Emerald ash borer, ash or firewood on sale (2/05)

There is ash and/or "firewood" in this sale and it is located within an emerald ash borer quarantined area. The Director of the Michigan Department of Agriculture (MDA) by the authority of Act No. 72 of the Public Acts of 1945, as amended, and Quarantine Regulation No. 620, has promulgated this quarantine to prevent the further spread of this pest and sets forth: definitions, regulated articles, regulated areas, conditions of movement, violations and penalties, and special exemptions. The purchaser must comply with this quarantine. Contact the MDA for further information.

#### 7.5 - Loss

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

The sale area has received damage from Emerald Ash Borer (unit 5). The purchaser should harvest the wood as soon as possible. The Department of Natural Resources is held free of responsibility of any further damage or deterioration due to delay in harvesting.

Section Name: Sale Specific Current as of 2/6/2013 11:43:06AM



#### Michigan Department of Natural Resources - Forest, Mineral & Fire Management

TIMBER SALE MAP

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

41-034-12-01

Sale Number

Year /2

Page of Forest Management Unit County Mapped By Molin 3/31/12 Schoolcraft Shingleton Cruised By Section(s) and Subdivision(s) Scale: |... 4\* Township Range 32-NK, NESW, NOSE 33-5W MW ......| = 1 mile 31 - NE14 13 W Density Cover Type U ≈ Upland Brush 0 = Non Stocked 5 = Pole Timber Medium A = Aspen G = Grass O = Qak 0 = Non Stocked 1 = Seedling Sapling Poor 2 = Seedling Sapling Medium 3 = Seedling Sapling Well 4 = Pole Timber Poor 6 = Pole Timber Well V = Bog or Marsh B = Paper Birch H = Hemlock P = Lowland Poplar 7 = Saw Timber Poor W = White Pine C = Cedar J = Jack Pine Q = Mixed Swamp Cnfr 8 = Saw Timber Medium D = Treed Bog L = Lowland Brush R = Red Pine X ≂ Non Stocked E = Swamp Hdwoods M = Mpl, Bch, Brch S = Black Spruce Z = Water 9 = Saw Timber Well F = Spruce Fir T = Tamarack N = Marsh mile-R Jes+ 5 Q/¦ italə.Z C-2000

#### **BID FORM**

SHINGLETON MANAGEMENT UNIT SHINGLETON OFFICE

#### FRONTSIDE ASPEN AND SPRUCE (41-003-13-01)

T45N, R16W, SEC. 23; T45N, R16W, SEC. 24; T45N, R16W, SEC. 25, Schoolcraft County

In response to the notice of sale to be held 2:00 p.m. (local time) on April 24, 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>ESTIMATED UNITS*</b>	ADVERTISED PRICE	BID PRICE
Pulpwood			
Black Spruce	257.00 Cords	\$ 27.70 / Cord	\$ / Cord
Jack Pine	79.00 Cords	\$ 44.20 / Cord	\$ / Cord
Mixed Aspen	163.00 Cords	\$ 24.00 / Cord	\$ / Cord
Mixed Hardwood	144.00 Cords	\$ 25.05 / Cord	\$ / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$1,462.30:

PRODUCTS & SPECIES	ESTIMATED UNITS*		ADVERTISED PRICE	
Sawlogs				
Red Maple	1.70 MBF	\$	161.00 / MBF	
Yellow Birch	0.20 MBF	\$	539.00 / MBF	
Pulpwood				
Balsam Fir	35.00 Cords	\$	16.75 / Cord	
Beech	3.00 Cords	\$	25.80 / Cord	
Paper Birch	27.00 Cords	\$	15.45 / Cord	

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 15.36 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 SECURITY NUMBER:					
	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.					
Individual	ndividual or company representative's signature: Date:					
Phone nu	mber:	Emai	l (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 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 e	except for written s	ignatures.				
Ple	Please 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) Social 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

#### **BID FORM**

SHINGLETON MANAGEMENT UNIT SHINGLETON OFFICE

## SPLIT ACCESS HARDWOOD (41-002-12-01) T41N, R17W, SEC. 28; T41N, R17W, SEC. 29, Schoolcraft County

In response to the notice of sale to be held 2:00 p.m. (local time) on April 24, 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	BID PRI	<u>CE</u>
Sawlogs						
Sugar Maple	3.80	MBF	\$	724.00 / MBF	\$	/ MBF
Pulpwood						
Mixed Aspen	43.00	Cords	\$	24.95 / Cord	\$	/ Cord
Mixed Hardwood	117.00	Cords	\$	22.60 / Cord	\$	/ Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$625.20:

PRODUCTS & SPECIES	<b>ESTIMATED UNITS*</b>	ADVERTISED PRICE
Sawlogs		
Basswood	0.10 MBF	\$ 129.00 / MBF
Red Maple	0.20 MBF	\$ 140.00 / MBF
Pulpwood		
Beech	15.00 Cords	\$ 15.40 / Cord
Paper Birch	17.00 Cords	\$ 16.90 / Cord
White Pine	4.00 Cords	\$ 16.50 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 44.45 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 SECURITY NUMBER:					
	Company or individual bidding:					
	Company representative's name:					
	Address:					
	City:	State:	Zip:			
F AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.						
ndividual	al or company representative's signature: Date:					
Phone nu	none 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 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.					mitted within 21
•	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.	<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 Full-time En	•	rs (if none	∍, you must e	enter "0"). Part-time Em <sub>l</sub>	ployees
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

#### **BID FORM**

#### SWEET ASH HARDWOOD (41-034-12-01)

T44N, R13W, SEC. 31; T44N, R13W, SEC. 32; T44N, R13W, SEC. 33, Schoolcraft County

In response to the notice of sale to be held 2:00 p.m. (local time) on April 24, 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 UNITS*	ADVERTISED PRICE	BID PRICE
Sawlogs			
Sugar Maple	57.20 MBF	\$ 752.00 / MBF	\$ / MBF
White Ash	77.80 MBF	\$ 89.00 / MBF	\$ / MBF
Pulpwood			
B. T. Aspen	209.00 Cords	\$ 30.80 / Cord	\$ / Cord
Mixed Hardwood	693.00 Cords	\$ 29.60 / Cord	\$ / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$21,282.05:

PRODUCTS & SPECIES	<u>ESTIMATE</u> I	<u>D UNITS*</u>	AD\	<u>/ERTISED PRICE</u>
Sawlogs				
Basswood	6.60	MBF	\$	102.00 / MBF
Red Maple	7.00	MBF	\$	170.00 / MBF
Pulpwood				
Balsam Fir	205.00	Cords	\$	19.85 / Cord
Beech	76.00	Cords	\$	30.50 / Cord
Black Spruce	172.00	Cords	\$	32.80 / Cord
N. W. Cedar	88.00	Cords	\$	14.85 / Cord
Paper Birch	205.00	Cords	\$	18.30 / Cord
Tamarack	3.00	Cords	\$	24.90 / Cord
White Ash	122.00	Cords	\$	18.50 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 17.94 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:

	1 LDLIVAL ID		L SECONTT NOMBEN.	'		
	Company or individual bidding:					
	Company representative's name	e:				
	Address:					
	City:	State:	Zip:			
F AVAIL	ABLE, PLEASE PLACE THE PEI	RSONALIZED LABEL	FROM YOUR PROSPE	ECTUS IN THE ABOVE BOX.		
ndividua	ual or company representative's signature: Date:					
Phone number : E			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.	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 signature:	s.					
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 entered worker's Compensation Laws.</li> <li>B. ☐ I certify that my business has satisfied its obligation to the Worker's Compensation (BWC-337, Rev. 5/96). I will provide a copy award. (For questions or a copy of the BWC-337, please call the C. ☐ I certify that my business has a Worker's Compensation Policy. days of the contract award.</li> <li>3. If you have checked item 2(A) or 2(B), you must indicate the number of the contract award.</li> </ul>	<ul> <li>A.</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