

# DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

## **TIMBER SALE PROSPECTUS #6148**

SCHEDULED SALE DATE AND TIME: 3:00 p.m. (local time) on May 2, 2018. LOCATION: BALDWIN FIELD OFFICE, 2468 WEST 24TH ST, BALDWIN, MI 49304.

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

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

## Beaver Fever (63-018-17)

Lake County, Advertised Price \$34,196.45, 34.8 Acres, Aspen, Hardwood.

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.

## Kick The Bucket (63-027-17)

Lake County, Advertised Price \$31,475.20, 35.1 Acres, Aspen, Hardwood.

## Fly Butters Fly (63-032-17)

Osceola County, Advertised Price \$44,453.55, 50.1 Acres, Aspen, Hardwood.

## Aspen & Change (63-034-17)

Osceola County, Advertised Price \$134,505.95, 94.7 Acres, Aspen, Hardwood.

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.

## BID INSTRUCTIONS (VER. 11/28/2017):

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

Bids must be received by the Unit Manager, BALDWIN OFFICE, 2468 WEST 24TH ST, BALDWIN, MI 49304, no later than 3:00 p.m. (local time) on May 2, 2018. For further information concerning this sale, contact Staniulis, Di Ann at 231-745-4651 extension 6925.

#### 2. Bidder's Qualifications (5/16)

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, the 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 (5/16)

Bid Forms may be completed online thru Michigan DNR Timber Sale Online Bidding (OLB) at www.michigan.gov/timberbidding or by completing the hardcopy Bid Form found in the Timber Sale Prospectus. Hardcopy Bid Forms shall be manually signed in ink. Registration in OLB is considered your 'signature' for all bids submitted thru that system. 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 hardcopy Bid Form, each erasure or change must be initialed by the person signing the bid.

## 4. Submission of Sealed Bids (5/16)

Bid forms may be obtained from the Unit Manager or thru OLB. Bids may be submitted hardcopy or thru OLB. All hardcopy 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.

It is possible for a bidder to submit multiple bids on a single sale. For example, a bid may be submitted hardcopy and a bid may be submitted thru OLB. Or, two bidders from the same company could both submit bids on the same sale. If this were to happen, the State would accept all bids received and award the contract accordingly. All bidding and contractual requirements would apply to all bids received.

## 5. Public Opening of Sealed Bids (7/16)

If conditions permit, the sealed bids will be publicly opened and posted at the time and place set in the prospectus.

If a bidder, present at a bid opening, has submitted bids on more than one sale, that bidder may withdraw their unopened bid envelopes or announce the withdrawal of their online bid after being declared the successful bidder on one sale.

## 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 (11/17)

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 expiration date.

Payment Unit values in the State Forest Timber Sale Contract are calculated based on the advertised value of the Payment Unit as a percentage of the total advertised value of the contract. The advertised value of each Payment Unit is given in the Description of Timber by Payment Unit table on the Timber Sale Information page. For example, if the value of Payment Unit 1 is advertised as \$1,500 and the total Timber Sale value is advertised as \$10,000, the contract price for Payment Unit 1 will be 15% of the total bid price (\$1,500/\$10,000 \* 100).

#### 10. Disclaimer of Estimates and Bidder's Warranty of Inspection (7/16)

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 (10/14)

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-SF5. Forest products from this sale may be delivered to the mill as "FSC 100% 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.

## 12. Good Neighbor Authority (GNA) Requirements (7/16)

If the name of this timber sales contains the acronym GNA, it is authorized by the Good Neighbor Authority (GNA) and covered by various agreements between the U.S. Forest Service and the State. The timber sale occurs on federal land and the following conditions apply:

GNA contracts on US Forest Service land will not be awarded to purchasers on the Federal list of excluded parties. The System for Award Management (SAM) will be checked for active excluded parties prior to award of contract. In addition, the Bidder to whom award is made must complete an Assurance Regarding Felony Conviction or Tax Delinquent Status for Corporate Applicants (AD-3031).

## 13. Good Neighbor Authority (GNA) Requirements, con't (9/16)

Bidder certifies, by signing this bid form, that to the best of Bidder's knowledge that the following representations are accurate and complete.

a. That the Bidder and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from timber sales (covered transactions) by any Federal department or agency.

- b. That the Bidder and its principals have not within a 3-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- c. That the Bidder and its principals are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph b of this certification.
- d. That the Bidder and its principals have not within a 3-year period preceding this bid had one or more public transactions (Federal, State, or local) terminated for breach or default of a timber or forest product contract.

Bidders that cannot certify this requirement, in whole or in part, shall submit an explanation with their bid.

KEITH CREAGH Director

## TIMBER SALE INFORMATION

## Beaver Fever (63-018-17)

Lake County (Advertised Price \$34,196.45)

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.

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>ESTIMATE</b>	D UNITS*	ADV	ERTISED PRICE
Sawtimber				
B. T. Aspen	63.90	MBF	\$	122.00 / MBF
Mixed Oak	3.90	MBF	\$	184.00 / MBF
Red Maple	8.70	MBF	\$	120.00 / MBF
White Pine	0.80	MBF	\$	78.00 / MBF
Pulpwood				
B. T. Aspen	953.00	Cords	\$	20.40 / Cord
Beech	1.00	Cords	\$	17.35 / Cord
Mixed Oak	40.00	Cords	\$	15.80 / Cord
Red Maple	256.00	Cords	\$	17.35 / Cord
White Pine	2.00	Cords	\$	22.25 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 11.64 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 \$1,710.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The remainder is due before cutting begins.
  - (c) Payment for each of the following units must be made before cutting begins in that unit:

PAYMENT UNIT NUMBER

01

PERCENT OF TOTAL SALE VALUE

100.0%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 09/30/2019.

## **Description of Timber by Payment Unit (PU)**

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	B. T. Aspen	Sawtimber	63.9	MBF	34.8	\$34,196.45
	Mixed Oak		3.9	MBF		
	BI/R/Hybrid Oak		2.7	MBF		
	White Oak		1.2	MBF		
	Red Maple		8.7	MBF		
	White Pine		0.8	MBF		
	B. T. Aspen	Pulpwood	953.0	Cords		
	Beech		1.0	Cords		
	Mixed Oak		40.0	Cords		
	BI/R/Hybrid Oak		34.0	Cords		
	White Oak		6.0	Cords		
	Red Maple		256.0	Cords		
	White Pine		2.0	Cords		
		TOTAL:	77.3	MBF		
		TOTAL:	1,252.0	Cords		

## Sale Specific Conditions & Requirements

Sale Name: Beaver Fever Sale Number: 63-018-17 Seq#: 1

#### 1 - Sale Area

#### 1.2 - Boundaries

#### 1.2.1 - Painted boundaries (1/14)

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 are marked with red paint. The painted boundary line trees are not Included Timber and are to be protected.

## 2 - Timber Specifications

#### 2.1 - Included Timber

## 2.1.1 - Clearcut unit(s) with unmerchantable trees (6/14)

Within Payment Unit(s) 1, cut all species trees that are two (2) inches or more at DBH, except do not cut red pine and black cherry.

## 2.2 - Utilization

## 2.2.3 - Stump heights (4/07)

Stump heights within the Sale Area shall not exceed 12 inches for trees greater than 10 inches DBH and 4 inches for trees smaller than 10 inches DBH. A written waiver of this requirement may be obtained if wet summer weather makes winter logging necessary.

## 3 - Payments

#### 3.3 - Pre-measured Sales

## 3.3.4 - Dividing payment units (7/14)

Payment Unit(s) 1 may be divided at the request of the Purchaser and upon approval of the Unit Manager. Dividing Payment Units is a contract modification which requires a Timber Sale Contract Supplement. There will be only one division per Payment Unit.

#### 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)

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.

## 4.2 - 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 (10/16)

For completion of the sale, state forest roads must be graded. In general, this will require a road grader or bull dozer to shape up the roads after forest products have been hauled off site. This includes cleaning of drainage areas, grading, crowning and filling with gravel, if necessary. 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

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

The county must be contacted prior to crossing or harvesting in the county road R-O-W.

## 5 - Operations

## 5.1 - Notification

#### 5.1.1 - Pre-sale conference (10/16)

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 (10/16)

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 (9/16)

No trees are to be felled outside the sale area and all slash is to be kept at least 10 feet back from the red paint line. If sale boundary lines are along a public road or highway, then slash must be removed 50' from these lines per General Condition & Requirement 5.2.1.

#### 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 (10/16)

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

## 5.2.4.2 - Dead and down creation, hare and grouse (1/14)

To improve habitat for snowshoe hare, grouse, and other species, the Purchaser is to leave two 10 inch diameter or larger log size pieces on the ground for every two acres. They should be scattered throughout the sale or positioned per the sale administrators instructions. If possible, the logs or trees should be felled so they overlap. Note these pieces should have a minimum length of five feet. They can be of any tree species and can be an un-merchantable piece of wood or a full tree.

## 5.2.29 - Shrub protection (9/07)

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

## 5.2.30 - Landing/road top soil protection (2/15)

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

## 5.2.32 - Decking/landing restoration (9/13)

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. Wood debris, chips and "cookies" from trimmings must be removed or scattered away from landing and loading areas and may not be windrowed on the edge. In addition, the area must be seeded with 2 pounds of a brome, tall fescue, orchard, and timothy grass mix.

#### 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 (12/12)

The Lincoln Hills ORV Route and motorcycle trail is shown on the Timber Sale Map. Do not cut trees or damage posts with orange ORV markers. All stumps within 5 feet of the trail must be cut flush with the ground. Maintain a 20 foot wide slash, debris, and rut free zone daily using the ORV trail or route as the centerline. Do not run equipment down the ORV trail or route.

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

The Snowmobile Trail #350 is shown on the Timber Sale Map. Do not cut or damage posts with orange trail markers or traffic control signs. The snowmobile trail may not be used for any timber sale operations from December 1 to March 31. Maintain a 20 foot wide slash, debris, and rut free zone daily using the snowmobile trail as the centerline. No decking of forest products will be permitted along the snowmobile trail.

#### 5.4 - Soil Protection

#### 5.4.1 - Rutting restriction, general (7/16)

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

#### 6 - Safety and Fire Prevention

## 6.2 - Signing

## 6.2.1 - Road posting (9/09)

The Purchaser is responsible for posting and maintaining caution signs on Kings Highway and 11 Mile roads prior to beginning operations. The road must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

## 6.2.2 - Snowmobile trail posting (8/09)

The Purchaser is responsible for posting and maintaining caution signs on Snowmobile Trail #350 prior to beginning operations during the snowmobile season (approximately December 1 to March 31). The trail 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)

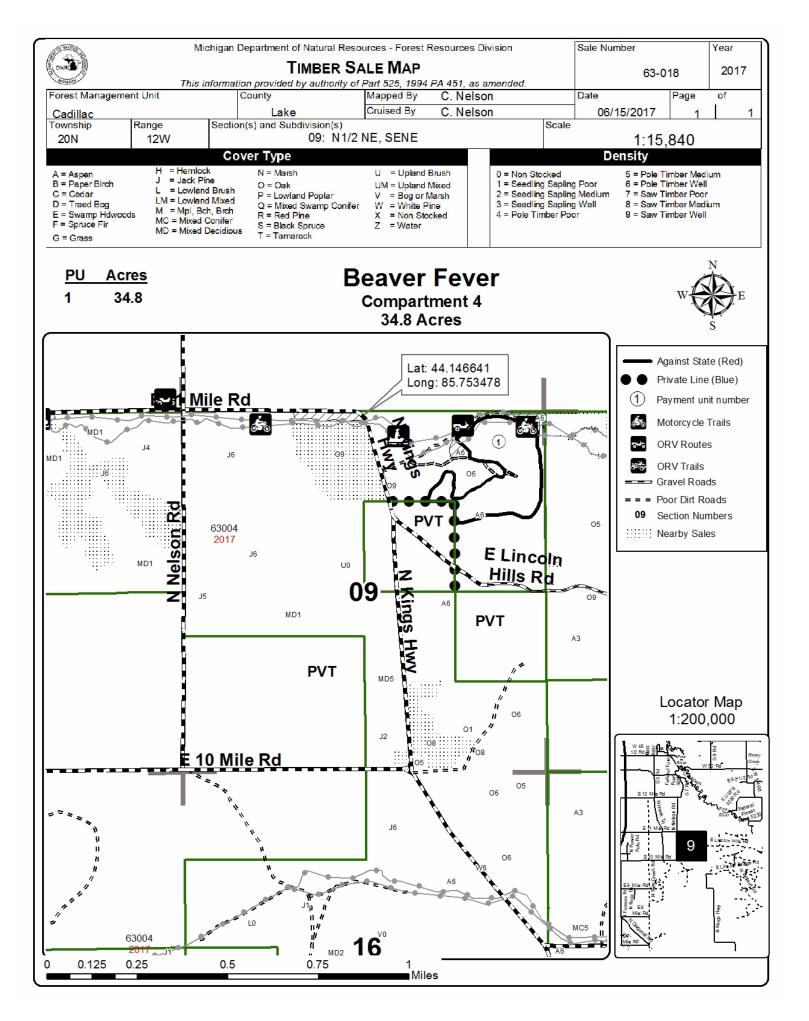
The Purchaser is responsible for posting and maintaining caution signs on The Lincoln Hills ORV Route and motorcycle trail prior to beginning operations. The trail must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic at both ends of the trail. Signs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

## 7 - Other Conditions

## 7.2 - Extensions

## 7.2.1 - One year extension (2/04)

Given justification, only one, 1 year extension may be granted if the contract has been paid for in full.



## TIMBER SALE INFORMATION

## Kick The Bucket (63-027-17)

Lake County (Advertised Price \$31,475.20)

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>ESTIMATE</b>	D UNITS*	<u>ADV</u>	ERTISED PRICE
Sawtimber				
B. T. Aspen	28.20	MBF	\$	122.00 / MBF
Jack Pine	2.20	MBF	\$	38.00 / MBF
Mixed Oak	82.80	MBF	\$	184.00 / MBF
Red Maple	0.60	MBF	\$	120.00 / MBF
White Pine	6.30	MBF	\$	78.00 / MBF
Pulpwood				
B. T. Aspen	72.00	Cords	\$	20.40 / Cord
BI/R/Hybrid Oak	151.00	Cords	\$	15.80 / Cord
Jack Pine	36.00	Cords	\$	19.40 / Cord
Mixed Oak	194.00	Cords	\$	15.80 / Cord
Red Maple	92.00	Cords	\$	17.35 / Cord
White Oak	124.00	Cords	\$	15.80 / Cord
White Pine	44.00	Cords	\$	22.25 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 10.18 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 \$3,148.00 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	29.2%
02	25.7%
03	45.1%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 12/31/2019.

## **Description of Timber by Payment Unit (PU)**

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Jack Pine	Sawtimber	0.3	MBF	9.4	\$9,189.90
	Mixed Oak		33.9	MBF		
	BI/R/Hybrid Oak		32.9	MBF		
	White Oak		1.0	MBF		
	Jack Pine	Pulpwood	15.0	Cords		
	Mixed Oak		148.0	Cords		
	BI/R/Hybrid Oak		96.0	Cords		
	White Oak		52.0	Cords		
	White Pine		14.0	Cords		
2	B. T. Aspen	Sawtimber	23.3	MBF	5.7	\$8,085.65
	Mixed Oak		17.3	MBF		
	BI/R/Hybrid Oak		16.9	MBF		
	White Oak		0.4	MBF		
	Red Maple		0.6	MBF		
	B. T. Aspen	Pulpwood	36.0	Cords		
	Jack Pine		3.0	Cords		
	Mixed Oak		46.0	Cords		
	BI/R/Hybrid Oak		44.0	Cords		
	White Oak		2.0	Cords		
	Red Maple		27.0	Cords		
3	B. T. Aspen	Sawtimber	4.9	MBF	20.0	\$14,199.65
	Jack Pine		1.9	MBF		
	Mixed Oak		31.6	MBF		
	BI/R/Hybrid Oak		26.5	MBF		
	White Oak		5.1	MBF		
	White Pine		6.3	MBF		
	B. T. Aspen	Pulpwood	36.0	Cords		
	BI/R/Hybrid Oak		151.0	Cords		
	Jack Pine		18.0	Cords		
	Red Maple		65.0	Cords		
	White Oak		124.0	Cords		
	White Pine		30.0	Cords		
		TOTAL:	120.1	MBF		
		TOTAL:	713.0	Cords		

TOTAL:

## Sale Specific Conditions & Requirements

Sale Name: Kick The Bucket Sale Number: 63-027-17 Seg#: 1

#### 1 - Sale Area

#### 1.2 - Boundaries

#### 1.2.1 - Painted boundaries (1/14)

The sale boundary and Payment Unit boundaries are marked and identified by red paint and roads. Exterior sale boundary lines against state are marked with red paint, with the following exceptions: The northern boundary of Payment Unit 1 is unpainted and identified by W 24th Street, and the western boundaries of Payment Units 2 and 3 are unpainted and identified by S Forman Road. The painted boundary line trees are not Included Timber and are to be protected.

## 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1, 2, and 3, cut all trees which meet minimum piece specifications in 2.2 Utilization, except do not cut trees marked with green paint. In addition:

Within Payment Unit 2, do not cut any white oak 10 inches or larger, any white pine, or any red pine.

Within Payment Unit 3, do not cut any white pine 8 inches or smaller, or any red pine.

#### 2.1.14 - Dead oak (1/15)

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

## 2.2 - Utilization

## 2.2.3 - Stump heights (4/07)

Stump heights within the Sale Area shall not exceed 12 inches for trees greater than 10 inches DBH and 4 inches for trees smaller than 10 inches DBH.

## 3 - Payments

## 3.4 - Damaged Timber

## 3.4.1 - Damaged timber (6/14)

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

## 3.6 - Payment Unit Cutting Schedule

## 3.6.2 - One active unit (12/08)

Each Payment Unit must be completed to the satisfaction of the Unit Manager or his/her representative before the next unit may be opened. The Purchaser must give 5 days notice before finishing a unit to allow for inspection.

## 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)

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. 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

## 4.2.1 - 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 (10/16)

For completion of the sale, state forest roads must be graded. In general, this will require a road grader or bull dozer to shape up the roads after forest products have been hauled off site. This includes cleaning of drainage areas, grading, crowning and filling with gravel, if necessary. 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

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

The county must be contacted prior to crossing or harvesting in the county road R-O-W.

## 5 - Operations

#### 5.1 - Notification

#### 5.1.1 - Pre-sale conference (10/16)

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.

## 5.2 - Conduct of Operations

## 5.2.2 - Hazard Trees/Snags

## 5.2.2.1 - Den trees (10/16)

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

## 5.2.3 - Operating Restrictions

#### 5.2.3.4 - Oak wilt restriction (4/17)

Within Payment Unit(s) 1, 2, and 3, unless changed by written agreement, cutting, skidding, and hauling are not permitted during the period of April 15 to July 15. This is necessary to reduce the spread of oak wilt. For more information, contact the Unit Manager or his/her representative.

## 5.2.4 - Dead and Down Creation

## 5.2.4.2 - Dead and down creation, hare and grouse (1/14)

To improve habitat for snowshoe hare, grouse, and other species, the Purchaser is to leave two 10 inch diameter or larger log size pieces on the ground for every two acres. They should be scattered throughout the sale or positioned per the sale

administrators instructions. If possible, the logs or trees should be felled so they overlap. Note these pieces should have a minimum length of five feet. They can be of any tree species and can be an un-merchantable piece of wood or a full tree.

## 5.2.29 - Shrub protection (9/07)

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

## 5.2.30 - Landing/road top soil protection (2/15)

Top soil on landings and new roads must be removed, stockpiled and saved. Upon completion of the timber sale, soil must be evenly distributed back over the area for revegetation. In addition, the area must be seeded and mulched per instructions of the sale administrator.

#### 5.2.32 - Decking/landing restoration (9/13)

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. Wood debris, chips and "cookies" from trimmings must be removed or scattered away from landing and loading areas and may not be windrowed on the edge. In addition, the area must be seeded with 2 pounds of brome, tall fescue, orchard, and timothy grass mix.

## 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 (7/16)

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

#### 6 - Safety and Fire Prevention

## 6.2 - Signing

## 6.2.1 - Road posting (9/09)

The Purchaser is responsible for posting and maintaining caution signs on W 24th Street and S Forman Road prior to beginning operations. The road must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

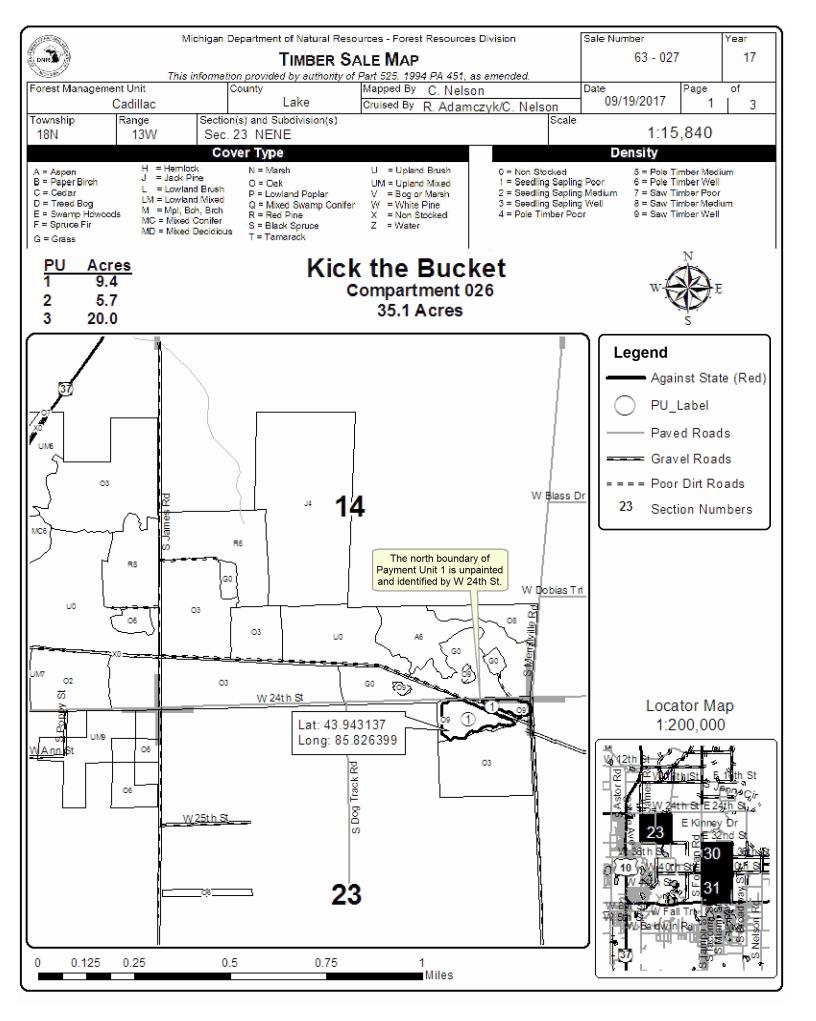
## 7 - Other Conditions

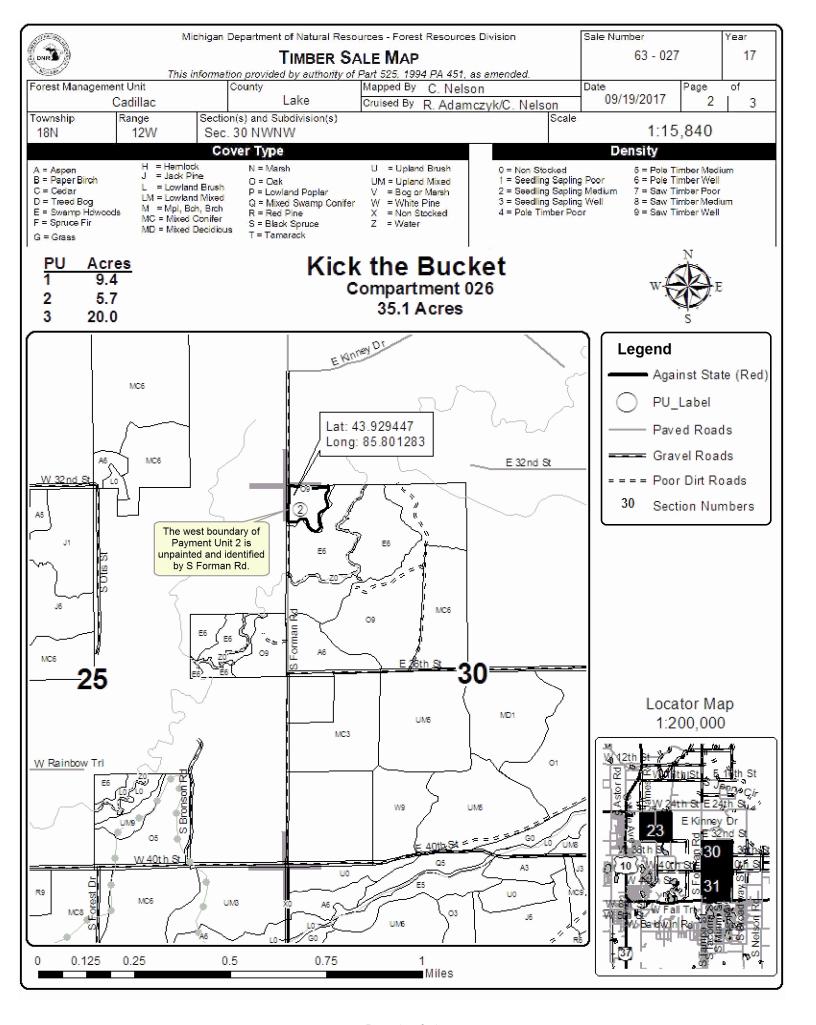
## 7.2 - Extensions

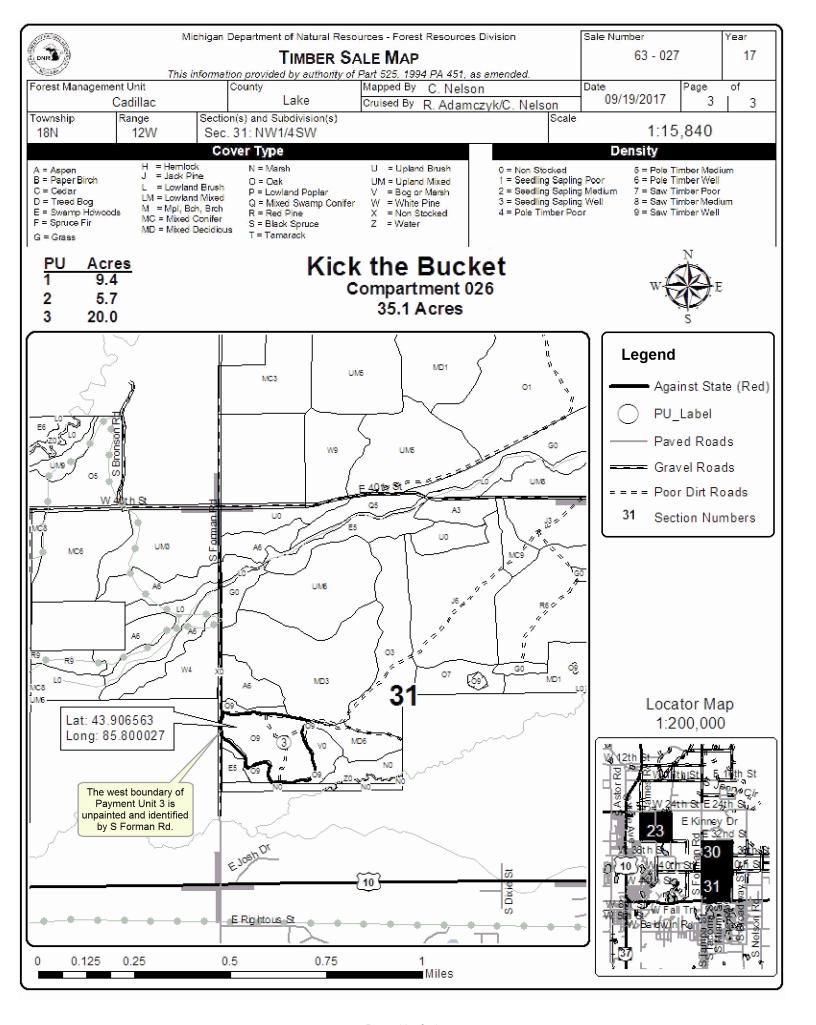
#### 7.2.1 - One year extension (2/04)

Given justification, only one, 1 year extension may be granted if the contract has been paid for in full.

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## TIMBER SALE INFORMATION

## Fly Butters Fly (63-032-17)

Osceola County (Advertised Price \$44,453.55)

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>ESTIMATE</b>	ED UNITS*	<u>ADV</u>	ERTISED PRICE
Sawtimber				
Mixed Aspen	107.90	MBF	\$	122.00 / MBF
Red Maple	14.70	MBF	\$	120.00 / MBF
Pulpwood				
Mixed Aspen	1,290.00	Cords	\$	20.40 / Cord
Red Maple	185.00	Cords	\$	17.35 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 15.14 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 \$2,223.00 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.

PAYMENT UNIT NUMBER

PERCENT OF TOTAL SALE VALUE

01

51.2%

02

48.8%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 12/31/2019.

## **Description of Timber by Payment Unit (PU)**

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Mixed Aspen	Sawtimber	65.1	MBF	20.3	\$22,756.00
	B. T. Aspen		65.1	MBF		
	Red Maple		12.5	MBF		
	Mixed Aspen	Pulpwood	588.0	Cords		
	B. T. Aspen		588.0	Cords		
	Red Maple		76.0	Cords		
2	Mixed Aspen	Sawtimber	42.8	MBF	29.8	\$21,697.55
	B. T. Aspen		42.8	MBF		
	Red Maple		2.2	MBF		
	Mixed Aspen	Pulpwood	702.0	Cords		
	B. T. Aspen		687.0	Cords		
	Quaking Aspen		15.0	Cords		
	Red Maple		109.0	Cords		
		TOTAL:	122.6	MBF		
		TOTAL:	1,475.0	Cords		

## Sale Specific Conditions & Requirements

Sale Name: Fly Butters Fly Sale Number: 63-032-17 Seq#: 1

#### 1 - Sale Area

## 1.2 - Boundaries

### 1.2.1 - Painted boundaries (1/14)

The sale boundary and Payment Unit boundaries are marked and identified by blue and red paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. The painted boundary line trees are not Included Timber and are to be protected.

## 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1 and 2, cut all trees which meet minimum piece specifications in 2.2 Utilization, except do not cut any oak or black cherry. In addition, cut all aspen and red maple that are two (2) inches or more at DBH.

#### 2.2 - Utilization

## 2.2.3 - Stump heights (4/07)

Stump heights within the Sale Area shall not exceed 12 inches for trees greater than 10 inches DBH and 4 inches for trees smaller than 10 inches DBH. A written waiver of this requirement may be obtained if wet summer weather makes winter logging necessary.

## 3 - Payments

## 3.4 - Damaged Timber

## 3.4.1 - Damaged timber (6/14)

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 (excluding aspen and red maple). Within the sale area, if more than 10% of the tree seedlings or saplings (1/4" to 4.5" DBH) within a specified portion of the sale area are damaged, liquidated damages will be assessed at \$300.00 per acre for all acreage within that specified portion of the sale area that was damaged.

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

## 3.6 - Payment Unit Cutting Schedule

## 3.6.2 - One active unit (12/08)

Each Payment Unit must be completed to the satisfaction of the Unit Manager or his/her representative before the next unit may be opened. The Purchaser must give a one week notice before finishing a unit to allow for inspection.

## 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)

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. Temporary berms may be required if no sale activity occurs for 30 or more consecutive days.

#### 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.

## 4.3 - Public Right-of-Way

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

The county must be contacted prior to using the county road R-O-W. This applies to Forest Hill Avenue and Crawford Road.

## **5 - Operations**

#### 5.1 - Notification

## 5.1.1 - Pre-sale conference (10/16)

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.

#### 5.2 - Conduct of Operations

## 5.2.1 - Slash

## 5.2.1.1 - Slash within sale area (9/16)

No trees are to be felled outside the sale area and all slash is to be kept at least 10 feet back from the red paint line. In addition, slash is to be kept at least 20 feet back from the blue paint line. If sale boundary lines are along a public road or highway, then slash must be removed 50' from these lines per General Condition & Requirement 5.2.1.

## 5.2.2 - Hazard Trees/Snags

## 5.2.2.1 - Den trees (10/16)

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

## 5.2.4.2 - Dead and down creation, hare and grouse (1/14)

To improve habitat for snowshoe hare, grouse, and other species, the Purchaser is to leave one tree, nine (9) inches or larger in diameter on the ground for every acre. They can be of any tree species.

## 5.2.29 - Shrub protection (9/07)

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

## 5.2.30 - Landing/road top soil protection (2/15)

Top soil on landings and new roads must be removed, stockpiled and saved. Upon completion of the timber sale, soil must be evenly distributed back over the area for revegetation. In addition, the area must be seeded with 2 pounds of a wildlife seed mix.

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

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

## 5.3 - Stream Protection

## 5.3.1 - Operating near stream (7/04)

No tracked or wheeled vehicles shall be operated within 100 feet of the intermittent creek.

## 5.4 - Soil Protection

## 5.4.1 - Rutting restriction, general (7/16)

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

## 5.4.4 - Slope protection (5/15)

Skid trails and roads on slopes shall be water barred with slash, stumps, and/or clean straw bales native to the area as soon as use is complete to prevent erosion.

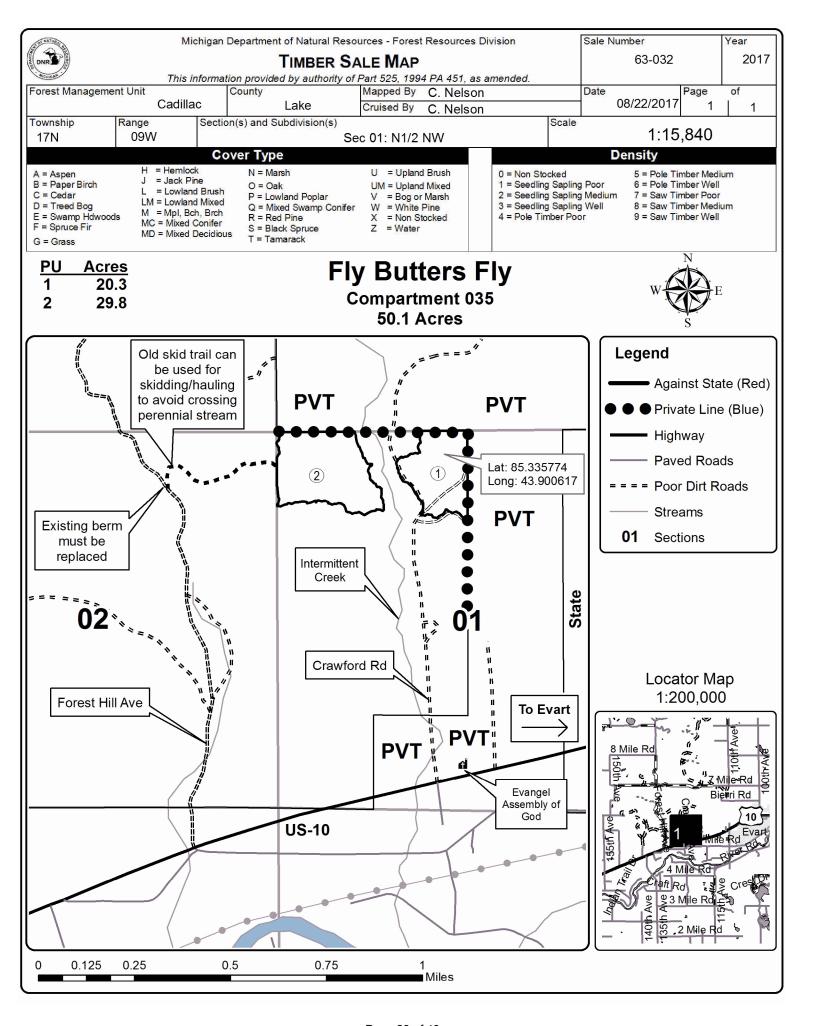
## 6 - Safety and Fire Prevention

## 6.2 - Signing

## 6.2.1 - Road posting (9/09)

The Purchaser is responsible for posting and maintaining caution signs on Crawford Road and Forest Hill Avenue 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.

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## TIMBER SALE INFORMATION

## Aspen & Change (63-034-17)

Osceola County (Advertised Price \$134,505.95)

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.

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>ESTIMATE</b>	ED UNITS*	<u>ADV</u>	ERTISED PRICE
Sawtimber				
B. T. Aspen	546.60	MBF	\$	122.00 / MBF
Beech	9.90	MBF	\$	104.00 / MBF
Quaking Aspen	0.80	MBF	\$	122.00 / MBF
Red Maple	130.60	MBF	\$	120.00 / MBF
White Ash	0.90	MBF	\$	84.00 / MBF
Pulpwood				
Mixed Aspen	1,629.00	Cords	\$	20.40 / Cord
Mixed Hardwood	1,021.00	Cords	\$	17.35 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 8.16 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 \$13,451.00 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	33.4%
02	16.7%
03	21.6%
04	15.3%
05	13.0%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 11/30/2019.

## **Description of Timber by Payment Unit (PU)**

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	B. T. Aspen	Sawtimber	93.1	MBF	39.6	\$44,976.45
	Beech		7.9	MBF		
	Red Maple		102.2	MBF		
	Mixed Aspen	Pulpwood	395.0	Cords		
	B. T. Aspen		395.0	Cords		
	Mixed Hardwood		719.0	Cords		
	Beech		47.0	Cords		
	Red Maple		672.0	Cords		
2	B. T. Aspen	Sawtimber	62.2	MBF	17.7	\$22,408.45
	Beech		2.0	MBF		
	Quaking Aspen		0.8	MBF		
	White Ash		0.9	MBF		
	Mixed Aspen	Pulpwood	644.0	Cords		
	B. T. Aspen		612.0	Cords		
	Quaking Aspen		32.0	Cords		
	Mixed Hardwood		75.0	Cords		
	Beech		34.0	Cords		
	Red Maple		35.0	Cords		
	White Ash		6.0	Cords		
3	B. T. Aspen	Sawtimber	135.4	MBF	17.7	\$29,078.10
	Red Maple		17.9	MBF		
	Mixed Aspen	Pulpwood	410.0	Cords		
	B. T. Aspen		410.0	Cords		
	Mixed Hardwood		118.0	Cords		
	Red Maple		118.0	Cords		
4	B. T. Aspen	Sawtimber	140.3	MBF	10.7	\$20,512.40
	Red Maple		4.8	MBF		
	Mixed Aspen	Pulpwood	94.0	Cords		
	B. T. Aspen		94.0	Cords		
			52.0	Cords		
	Mixed Hardwood		32.0	00.00		
	Mixed Hardwood  Red Maple		52.0	Cords		
5		Sawtimber			9.0	\$17,530.55
5	Red Maple	Sawtimber	52.0	Cords	9.0	\$17,530.55
5	Red Maple B. T. Aspen	Sawtimber Pulpwood	52.0 115.6	Cords MBF	9.0	\$17,530.58
5	Red Maple B. T. Aspen Red Maple		<i>52.0</i> 115.6 5.7	Cords MBF MBF	9.0	\$17,530.58
5	Red Maple B. T. Aspen Red Maple Mixed Aspen		52.0 115.6 5.7 86.0	Cords  MBF  MBF  Cords	9.0	\$17,530.55
5	Red Maple B. T. Aspen Red Maple Mixed Aspen B. T. Aspen		52.0 115.6 5.7 86.0 86.0	Cords  MBF  MBF  Cords  Cords	9.0	\$17,530.55
5	Red Maple B. T. Aspen Red Maple Mixed Aspen B. T. Aspen Mixed Hardwood		52.0 115.6 5.7 86.0 86.0 57.0	Cords  MBF MBF Cords Cords Cords	9.0	\$17,530.55

## Sale Specific Conditions & Requirements

Sale Name: Aspen & Change Sale Number: 63-034-17 Seq#: 1

#### 1 - Sale Area

#### 1.2 - Boundaries

#### 1.2.1 - Painted boundaries (1/14)

The sale boundaries are marked and identified by blue and red paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. The painted boundary line trees are not Included Timber and are to be protected.

## 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1-5, cut all trees which meet minimum piece specifications in 2.2 Utilization, except oak, black cherry, sugar maple, sassafras, and trees marked with green paint.

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

Note that there are a few orange marked trees within Payment Unit 1. This orange paint can be ignored. Please refer to spec 2.1.2 for the Included Timber specifications.

#### 2.1.14 - Dead oak (1/15)

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

#### 2.2 - Utilization

## 2.2.3 - Stump heights (4/07)

Stump heights within the Sale Area shall not exceed 12 inches for trees greater than 10 inches DBH and 4 inches for trees smaller than 10 inches DBH. A written waiver of this requirement may be obtained if wet summer weather makes winter logging necessary.

## 3 - Payments

## 3.4 - Damaged Timber

## 3.4.1 - Damaged timber (6/14)

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. Within the sale area, if more than 10% of the tree seedlings or saplings (1/4" to 4.5" DBH) within a specified portion of the sale area are damaged (excluding aspen or red maple), liquidated damages will be assessed at \$300.00 per acre for all acreage within that specified portion of the sale area that was damaged.

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

## 3.6 - Payment Unit Cutting Schedule

## 3.6.2 - One active unit (12/08)

Each Payment Unit must be completed to the satisfaction of the Unit Manager or his/her representative before the next unit may be opened. The Purchaser must give 5 days notice before finishing a unit to allow for inspection.

## 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)

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

#### 4.2.1 - 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 (10/16)

For completion of the sale, state forest roads must be graded. In general, this will require a road grader or bull dozer to shape up the roads after forest products have been hauled off site. This includes cleaning of drainage areas, grading, crowning and filling with gravel, if necessary. 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

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

The county must be contacted prior to crossing or harvesting in the county road R-O-W.

## 5 - Operations

## 5.1 - Notification

#### 5.1.1 - Pre-sale conference (10/16)

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.

## 5.2 - Conduct of Operations

## 5.2.1 - Slash

## 5.2.1.1 - Slash within sale area (9/16)

No trees are to be felled outside the sale area and all slash is to be kept at least 10 feet back from the red paint line. If sale boundary lines are along a public road or highway, then slash must be removed 50' from these lines per General Condition & Requirement 5.2.1.

#### 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 (10/16)

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

## 5.2.3 - Operating Restrictions

## 5.2.3.4 - Oak wilt restriction (9/17)

Within Payment Unit(s) 1-5, unless changed by written agreement, cutting, skidding, hauling and brushing of access roads are not permitted during the period of April 15 to July 15. This is necessary to reduce the spread of oak wilt. For more information, contact the Unit Manager or his/her representative.

#### 5.2.4 - Dead and Down Creation

#### 5.2.4.2 - Dead and down creation, hare and grouse (1/14)

To improve habitat for snowshoe hare, grouse, and other species, the Purchaser is to leave two 10 inch diameter or larger log size pieces on the ground for every two acres. They should be scattered throughout the sale or positioned per the sale administrators instructions. If possible, the logs or trees should be felled so they overlap. Note these pieces should have a minimum length of five feet. They can be of any tree species and can be an un-merchantable piece of wood or a full tree.

## 5.2.29 - Shrub protection (9/07)

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

## 5.2.30 - Landing/road top soil protection (2/15)

Top soil on landings and new roads must be removed, stockpiled and saved. Upon completion of the timber sale, soil must be evenly distributed back over the area for revegetation. In addition, the area must be seeded per instructions of the sale administrator.

## 5.2.32 - Decking/landing restoration (9/13)

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. Wood debris, chips and "cookies" from trimmings must be removed or scattered away from landing and loading areas and may not be windrowed on the edge. In addition, the area must be seeded with 2 pounds of a brome, tall fescue, orchard, and timothy grass mix.

#### 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 (12/12)

The Evart Motorcycle Trail 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 or route as the centerline. Do not run equipment down the ORV trail or route. Skidding across the trail or route may only occur in locations approved by the sale administrator.

#### 5.4 - Soil Protection

#### 5.4.1 - Rutting restriction, general (7/16)

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

## 5.4.3 - Erosion control (12/08)

Skid trails or haul roads may require erosion control structures or berms per direction of the Unit Manager or his/her representative.

## 6 - Safety and Fire Prevention

## 6.2 - Signing

## 6.2.1 - Road posting (9/09)

The Purchaser is responsible for posting and maintaining caution signs on US 10 and adjacent state forest two tracks 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 the Evart 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.

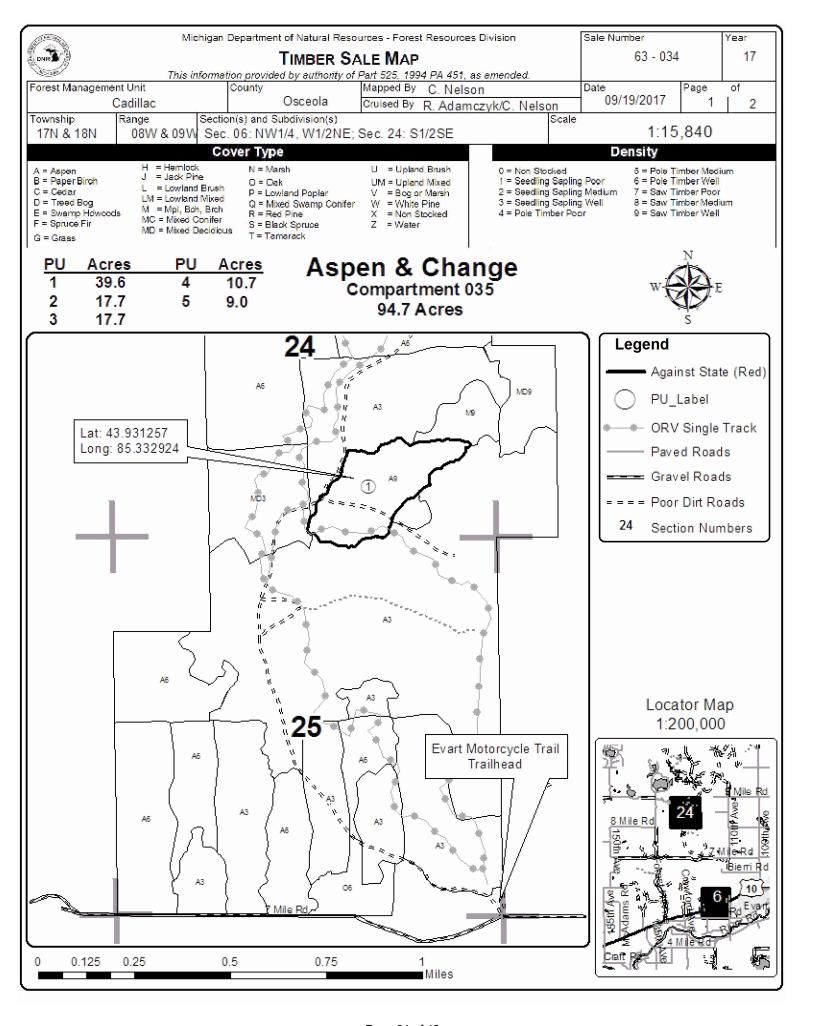
## 7 - Other Conditions

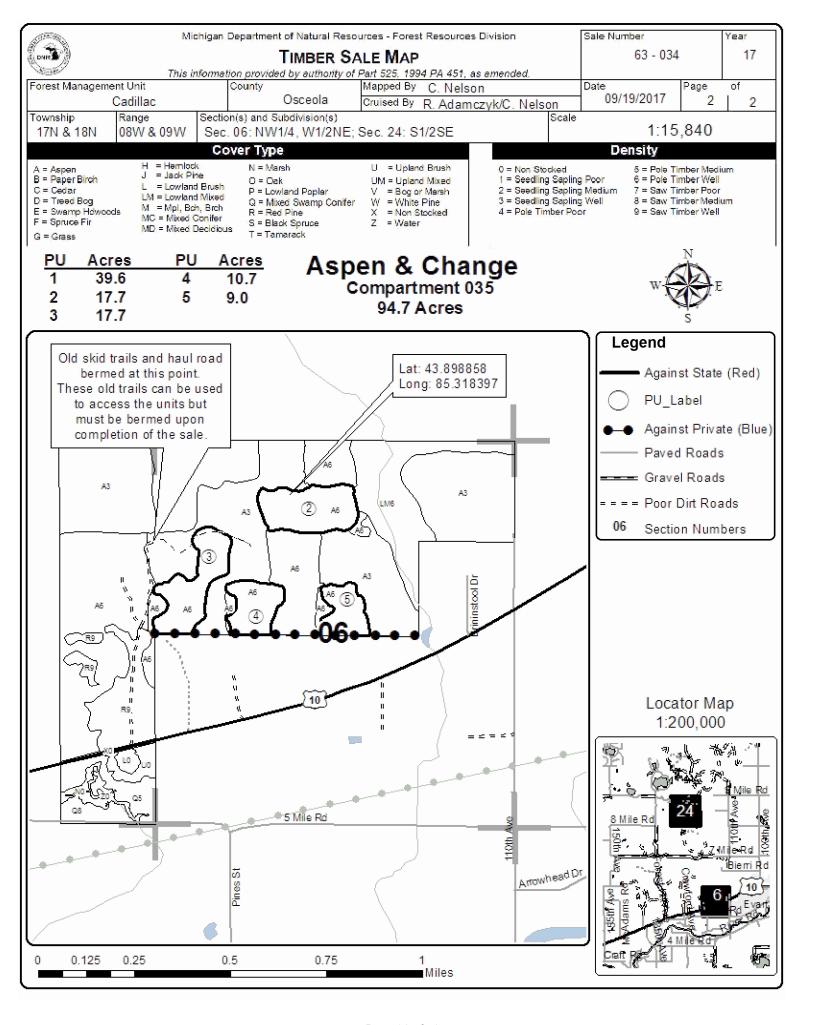
## 7.2 - Extensions

## 7.2.1 - One year extension (2/04)

Given justification, only one, 1 year extension may be granted if the contract has been paid for in full.

Section Name: Sale Specific Current as of 4/5/2018 10:52:59AM





TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

EEDEDAL ID.

## **BID FORM**

CADILLAC MANAGEMENT UNIT **BALDWIN OFFICE** 

## Beaver Fever (63-018-17) ; Lake COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on May 2, 2018, 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 VO	<u>LUME*</u> <u>Al</u>	DVERTISED PRICE	BID PRICE/UNIT
Sawtimber				
B. T. Aspen	63.90 ME	BF \$	122.00/MBF	\$
Mixed Oak	3.90 ME	BF \$	184.00/MBF	\$
Red Maple	8.70 ME	BF \$	120.00/MBF	\$
White Pine	0.80 ME	BF \$	78.00/MBF	\$
Pulpwood				
B. T. Aspen	953.00 Co	rds \$	20.40/Cord	\$
Beech	1.00 Co	rds \$	17.35/Cord	\$
Mixed Oak	40.00 Co	rds \$	15.80/Cord	\$
Red Maple	256.00 Co	rds \$	17.35/Cord	\$
White Pine	2.00 Co	rds \$	22.25/Cord	\$
ı				

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 11.64 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

	FEDERAL ID: or SOCIAL SECURITY NUMBER:					
	Company or individual bidding:					
	Company representative's name:					
	Address:					
	City:	_ State:	Zip:			
IF AVAIL	F AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.					
Individual	al or company representative's signature: Date:					
Phone nu	one number : Email (optional):					

THE WINNING BIDDER MUST COMPLETE THE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE (ON REVERSE SIDE IF DOUBLE SIDED) WITHIN 21 DAYS OF SALE AWARD DATE



#### Michigan Department of Natural Resources Forest Resources Division

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

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

As required by Act 317, P.A. 1969 (Worker's Compensation) and Part 5 of Act 451 of 1994, as amended.

## **VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE**

 This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.

•	In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract.				
•	<ul> <li>All Information must be typed or printed except for written sig</li> </ul>	natures.			
Ple	Please Check Appropriate Categories:				
1.	<ol> <li>My business is organized as (you must check one of the both A. Sole Proprietorship (individual)</li> <li>B. Partnership</li> <li>C. Corporation</li> </ol>	oxes below):			
2.	2. You <b>must</b> check one of the boxes below:				
	<ul> <li>A.          I certify my business is a sole proprietorship and it has no er         Worker's Compensation Laws.</li> </ul>	mployees but the sole proprietor. I am not subject to the			
	B.   I certify my business has satisfied its o bligation to the Worked Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the questions or a copy of the BWC-337, please call the Workel	e Notice of Exclusion within 21 days of the contract award. (For			
	C.   I certify my business has a Worker's Compensation Policy. one (21) days of the contract award.	I will provide an original Certificate of Insurance within twenty-			
3. If you have checked item 2(A) or 2(B), you <b>must</b> indicate the number of <b>both</b> full-time and part-time employees, ot than yourself, including family members and active partners (if none, you must enter "0").					
	Full-time Employees	Part-time Employees			
Nam	Name of Business	Federal ID (or) Social Security No.			
Addı	Address T	elephone			
City	City State Z	ZIP			
	hereby certify that the above information is true and correct. I and the factors affecting my coverage during any of my present and fu				
S	Signature of Owner or Authorized Representative				
T	Title	Date			

Please complete the "SEALED BID" information on the next page

## **BID FORM**

CADILLAC MANAGEMENT UNIT BALDWIN OFFICE

## Kick The Bucket (63-027-17) ; Lake COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on May 2, 2018, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	<b>ESTIMATED</b>	VOLUME*	<u>AD</u>	VERTISED PRICE	<b>BID PRICE/UNIT</b>
Sawtimber					
B. T. Aspen	28.20	MBF	\$	122.00/MBF	\$
Jack Pine	2.20	MBF	\$	38.00/MBF	\$
Mixed Oak	82.80	MBF	\$	184.00/MBF	\$
Red Maple	0.60	MBF	\$	120.00/MBF	\$
White Pine	6.30	MBF	\$	78.00/MBF	\$
Pulpwood					
B. T. Aspen	72.00	Cords	\$	20.40/Cord	\$
Bl/R/Hybrid Oak	151.00	Cords	\$	15.80/Cord	\$
Jack Pine	36.00	Cords	\$	19.40/Cord	\$
Mixed Oak	194.00	Cords	\$	15.80/Cord	\$
Red Maple	92.00	Cords	\$	17.35/Cord	\$
White Oak	124.00	Cords	\$	15.80/Cord	\$
White Pine	44.00	Cords	\$	22.25/Cord	\$

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 10.18 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

	FEDERAL ID:	<u></u>	_ or SOCIAL	SECURITY NUMBER	₹:		
	Company or individu	al bidding:					
	Company representative's name:						
	Address:						
	City:			Zip:			
F AVAILA	ABLE, PLEASE PLAC	E THE PERSONAL	.IZED LABEL	FROM YOUR PROSP	PECTUS IN	THE ABOVE BO	DX.
ndividual	or company represer	ntative's signature: _				Date:	
Phone nur	mber :		E	mail (optional):			

THE WINNING BIDDER MUST COMPLETE THE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE (ON REVERSE SIDE IF DOUBLE SIDED) WITHIN 21 DAYS OF SALE AWARD DATE



#### Michigan Department of Natural Resources Forest Resources Division

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

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

As required by Act 317, P.A. 1969 (Worker's Compensation) and

Signature of Owner or Authorized Representative

Title

	Part 5 of Act 451 of 1994, as amended.						
VE	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 twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract.						
•	<ul> <li>All Information must be typed or printed except for written signs</li> </ul>	atures.					
Ple	Please Check Appropriate Categories:						
1.	My business is organized as (you <b>must</b> check <u>one</u> of the boxes below):  A. □ Sole Proprietorship (individual)  B. □ Partnership  C. □ Corporation						
	<ul> <li>A.</li></ul>	s Compensation Act through the use of an approved Notice of lotice of Exclusion within 21 days of the contract award. (For Compensation Bureau at 517-322-1195).  vill provide an original Certificate of Insurance within twenty-					
3.	<ol> <li>If you have checked item 2(A) or 2(B), you must indicate the than yourself, including family members and active partners (i</li> <li>Full-time Employees</li> </ol>						
Nam	Name of Business Fed	leral ID (or) Social Security No.					
Addı	Address Tele (	ephone )					
City	City State ZIP						
	hereby certify that the above information is true and correct. I ag n factors affecting my coverage during any of my present and futu						

Please complete the "SEALED BID" information on the next page

PR 4031-5 (Rev. 10/30/2012)

Date

TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

#### **BID FORM**

CADILLAC MANAGEMENT UNIT **BALDWIN OFFICE** 

## Fly Butters Fly (63-032-17) ; Osceola COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on May 2, 2018, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	<b>ESTIMATED</b>	<b>VOLUME*</b>	<u>AD</u>	VERTISED PRICE	<b>BID PRICE/UNIT</b>	•
Sawtimber						
Mixed Aspen	107.90	MBF	\$	122.00/MBF	\$	
Red Maple	14.70	MBF	\$	120.00/MBF	\$	
Pulpwood						
Mixed Aspen	1,290.00	Cords	\$	20.40/Cord	\$	
Red Maple	185.00	Cords	\$	17.35/Cord	\$	

\*The volumes are statistically estimated within plus (+) or minus (-) 15.14 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

FEDERAL ID:	or SOCIA	L SECURITY NUMBER:				
Company or individua	al bidding:					
Company representa	tive's name:					
Address:	Address:					
City:	State:	Zip:				
L VAILABLE, PLEASE PLACE	E THE PERSONALIZED LABEL	FROM YOUR PROSPE	ECTUS IN THE ABOVE BOX.			
•	E THE PERSONALIZED LABEL					

THE WINNING BIDDER MUST COMPLETE THE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE (ON REVERSE SIDE IF DOUBLE SIDED) WITHIN 21 DAYS OF SALE AWARD DATE



Name of Business

## Michigan Department of Natural Resources Forest Resources Division

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

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

As required by Act 317, P.A. 1969 (Worker's Compensation) and Part 5 of Act 451 of 1994, as amended.

	Part 5 of Act 451 of 1994, as amended.				
۷E	RIFICATION 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 twenty-one (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.	My business is organized as (you <b>must</b> check <u>one</u> of the boxes below):  A. □ Sole Proprietorship (individual)  B. □ Partnership  C. □ Corporation				
2.	<ul> <li>You must check one of the boxes below:</li> <li>A. ☐ I certify 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 my business has satisfied its o bligation 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 my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty-one (21) days of the contract award.</li> </ul>				
3.	If you have checked item 2(A) or 2(B), you <b>must</b> indicate the number of <b>both</b> full-time and part-time employees, other				

Address		Telephone	
		( )	
City	State	ZIP	
in factors affecting my coverage during any c		I agree to notify the Michigan DNR of any changes that occur future operations.	
Signature of Owner or Authorized Representative			
Title		 Date	

Federal ID (or) Social Security No.

than yourself, including family members and active partners (if none, you must enter "0").

Full-time Employees

Please complete the "SEALED BID" information on the next page

PR 4031-5 (Rev. 10/30/2012)

Part-time Employees

TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

FEDERAL ID:

## BID FORM

## CADILLAC MANAGEMENT UNIT BALDWIN OFFICE

## Aspen & Change (63-034-17) ; Osceola COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on May 2, 2018, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	<u>ESTIMATED</u>	<u>VOLUME*</u>	<u>AD</u>	<u>VERTISED PRICE</u>	BID PRICE/UNIT
Sawtimber					
B. T. Aspen	546.60	MBF	\$	122.00/MBF	\$
Beech	9.90	MBF	\$	104.00/MBF	\$
Quaking Aspen	0.80	MBF	\$	122.00/MBF	\$
Red Maple	130.60	MBF	\$	120.00/MBF	\$
White Ash	0.90	MBF	\$	84.00/MBF	\$
Pulpwood					
Mixed Aspen	1,629.00	Cords	\$	20.40/Cord	\$
Mixed Hardwood	1,021.00	Cords	\$	17.35/Cord	\$

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

			5_55	··	
	Company or individ	ual bidding:			
	Company represen	tative's name:			
	Address:				
	City:	State:	Zip:		
IF AVAIL	ABLE, PLEASE PLA	CE THE PERSONALIZED LABEL I	ROM YOUR PROSE	PECTUS IN THE ABOVE BOX.	_
Individua	l or company represe	ntative's signature:		Date:	
Phone nu	one number : Email (optional):				

or SOCIAL SECURITY NUMBER:

THE WINNING BIDDER MUST COMPLETE THE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE (ON REVERSE SIDE IF DOUBLE SIDED) WITHIN 21 DAYS OF SALE AWARD DATE

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 8.16 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.



#### Michigan Department of Natural Resources Forest Resources Division

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

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

As required by Act 317, P.A. 1969 (Worker's Compensation) and Part 5 of Act 451 of 1994, as amended.

## **VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE**

- This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.

	In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract.					
• All	All Information must be typed or printed except for written signatures.					
Please	Check Appropriate Categories:					
A. [ B. [	business is organized as (you <b>must</b> Sole Proprietorship (individual)  Partnership  Corporation	check <u>one</u> of t	the boxes below):			
	. You <b>must</b> check <u>one</u> of the boxes below:  A. □ I certify my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the					
В. [	Worker's Compensation Laws.  B.  I certify my business has satisfied its o bligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).					
C. [	C.  I certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty-one (21) days of the contract award.					
	you have checked item 2(A) or 2(B), an yourself, including family members		icate the number of <b>both</b> full-time and part-time employees, other rtners (if none, you must enter "0").			
	Full-time Em	nployees	Part-time Employees			
Name of	Business		Federal ID (or) Social Security No.			
Address			Telephone ( )			
City		State	ZIP			
	y certify that the above information is rs affecting my coverage during any o		ect. I agree to notify the Michigan DNR of any changes that occur and future operations.			
Signat	ture of Owner or Authorized Representative					
Title			Date			

Please complete the "SEALED BID" information on the next page

PR 4031-5 (Rev. 10/30/2012)