

# DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN TIMBER SALE PROSPECTUS #7370

SCHEDULED SALE DATE AND TIME: 9:00 a.m. (local time) on January 30, 2024. LOCATION: GAYLORD MGMT UNIT, 1732 WEST M 32, GAYLORD, MI 49735.

<u>PROSPECTUS NOTE:</u> All bid openings for the Gaylord Management Unit (Gaylord Field Office and Indian River Field Office) will be held at the Gaylord Field Office regardless of sale location within the unit. All payments and contract executions will now be handled through the Gaylord Field Office. The Indian River Field Office will no longer accept payments or hard paper copies of timber sale bids. Payments for all contracts, use permits, bonds, etc. should be sent to the Gaylord Field Office.

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

South Mancelona Mix (52-002-23) / T29N, R05W, SEC. 33, NESE.

T29N, R05W, SEC. 34, S1/2NW,SW.

Antrim County, Advertised Price \$26,547.40, 83.9 Acres, Red Pine, Aspen.

SALE NOTE: Flat Terrain, good access, no time restrictions

Palmer Red Pine (52-103-23) / T36N, R05W, SEC. 5, NWNW.

Emmet County, Advertised Price \$9,628.00, 12.8 Acres, Red Pine.

SALE NOTE: Systematic red pine thinning. HRD and barkslip restrictions included.

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.

Logical Red Pine (52-107-23) / T35N, R01E, SEC. 14, W1/2NW.

Cheboygan County, Advertised Price \$104,490.80, 43.0 Acres, Red Pine.

SALE NOTE: Red pine final harvest. Chipping of tops required to facilitate future cultivation and planting operations. Possible exemption granted if poor chip market exists at time of harvest.

<u>Dubious Aspen</u> (52-118-22) / T34N, R04W, SEC. 21, NESE.

T34N, R04W, SEC. 22, NWSW.

Emmet County, Advertised Price \$24,383.45, 14.4 Acres, Aspen, Hardwood.

SALE NOTE: Sale contains 60% slopes and some mid-slope sale boundaries with BMP slope protection requirements. >1/3 mile skid required to landing; no exceptions. Oak wilt restriction; no exception.

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. 10/10/2022):

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

Bids must be received by the Unit Manager, GAYLORD OFFICE, 1732 West M 32, Gaylord, MI 49735, no later than 9:00 a.m. (local time) on January 30, 2024. For further information concerning this sale, contact Lucas Merrick at 989-732-3541 extension.

## 2. Bidder's Qualifications (10/22)

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. A person must be 18 years of age or older to purchase timber. Permanent employees of the Department of Natural Resources or members of their immediate household may not bid. Former employees, in the permanent or seasonal class, may not bid until 3 months after the last day of active duty. 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. Worker's Compensation (10/22)

Purchaser shall obtain worker's 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. Verification of Worker's Disability Compensation Act Compliance must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract. In addition, if applicable, Notice of Exclusion or Certificate of Insurance must also be submitted.

#### 10. Timber Sale Contract (10/22)

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 3 months after the first offense, 6 months after the second offense, and 1 year after the third offense. An offense will only be counted against the Bidder for 5 years. 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).

#### 11. Disclaimer of Estimates and Bidder's Warranty of Inspection (10/22)

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.

# 12. Certification and Chain-of-Custody (10/22)

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.

# 13. Good Neighbor Authority (GNA) Requirements (10/22)

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).

- 14. Good Neighbor Authority (GNA) Requirements, con't (10/22) 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.

Scott Bowen Director

## TIMBER SALE INFORMATION

South Mancelona Mix (52-002-23)
T29N, R05W, SEC. 33; T29N, R05W, SEC. 34.
Antrim County (Advertised Price \$26,547.40)

SALE NOTE: Flat Terrain, good access, no 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. All units of volume listed below were estimated using the Inventory Manager computer program and the new Michigan taper model. Bids must be at or above the following advertised price for each product and species:

PRODUCTS & SPECIES	<b>ESTIMATE</b>	ESTIMATED UNITS*		ADVERTISED PRICE	
Sawtimber					
Red Pine	122.7	MBF	\$	128.00 / MBF	
Pulpwood					
Black Cherry	24	Cords	\$	21.00 / Cord	
Jack Pine	66	Cords	\$	19.85 / Cord	
Quaking Aspen	131	Cords	\$	24.10 / Cord	
Red Pine	109	Cords	\$	51.00 / Cord	
White Pine	8	Cords	\$	38.95 / Cord	

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 22.30 percent. There are an estimated 624 cords on this timber sale, plus or minus 139 cords at the 95% confidence level. 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 \$1,327.00 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

86.6%

02

13.4%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2026.

#### **SALE STATISTICS**

Volumes were calculated in cubic feet using the Michigan taper model. Cubic foot volume includes all wood inside bark for the product indicated. For display purposes, cubic feet were converted to cords and MBF using a simple conversion factor, e.g. 79 cubic feet per cord and 185 cubic feet per MBF. The cubic foot volumes are precise; the cords and MBF volumes are not. Cubic foot volume cannot be directly converted to cords or boards with precision.

## **SALE VOLUMES**

The total estimated sale volume may not equal the sum of the species/products due to the nature of statistical calculations associated with double sampling methodology.

VOLUME			STATISTICAL RA	ANGE IN CORDS
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
49,322	624	22.30%	485	764

## **VDU VOLUMES**

A VDU is a Volume Determination Unit. Volumes and their associated statistics are calculated at the VDU level and summarized to the sale level. There is often a one to one relationship between a VDU and a Payment Unit, but not always, depending on the cruise design. Refer to the VDU TO PAYMENT UNIT table.

	VOLUME			RANGE IN CORDS	
VDU	TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
106	32,763	415	21.94%	324	506
111	3,018	38	49.71%	19	57
121	13,542	171	37.01%	108	235
TOTAL:	49,322	624		451	798

## **VDU TO PAYMENT UNIT**

When a VDU is associated with more than one Payment Unit (PU), the VDU volumes are assigned to the PU based on acres of the VDU within the PU.

VDU	VDU ACRES	PU	PU ACRES
106	30.8	1	30.8
111	19.1	1	18.5
		2	0.6
121	34.0	1	2.9
		2	31.1
TOTAL:	83.9		83.9

# **DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)**

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Red Pine	Sawtimber	122.7	MBF	52.2	\$23,003.20
	Black Cherry	Pulpwood	13	Cords		
	Jack Pine		12	Cords		
	Quaking Aspen		38	Cords		
	Red Pine		109	Cords		
	White Pine		8	Cords		
2	Black Cherry	Pulpwood	11	Cords	31.7	\$3,544.20
	Jack Pine		54	Cords		
	Quaking Aspen		93	Cords		
		TOTAL:	122.7	MBF		
		TOTAL:	338	Cords		

## Sale Specific Conditions & Requirements

Sale Name: South Mancelona Mix Sale Number: 52-002-23 Seg#: 1

#### 1 - Sale Area

#### 1.2 - Boundaries

#### 1.2.1 - Painted boundaries (9/19)

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. Retention patches are marked with red paint; no harvesting activities may occur within these areas. Yellow painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid.

# 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1, cut all trees that are two (2) inches or more at DBH. Within Payment Unit(s) 2, cut all trees that are two (2) inches or more at DBH except for RED PINE and WHITE PINE.

# 2.2 - Utilization

## 2.2.2 - Chipping required (2/18)

Payment Unit 1 must be chip harvested to facilitate subsequent planting operations. Products may be produced as roundwood and forwarded to decking areas in final product length, but the tops must be left intact and skidded to the landing for chipping in order to minimize the amount of residual slash. If market conditions limit the practicality of chipping, tops and slash must be arranged in a way that will not inhibit future planting operations, as directed by the sale administrator. A chipping exemption can be obtained if proposed operations are determined to be suitable for planting by reforestation staff. This exemption must be granted in writing. If market conditions limit the practicality of chipping, the producer may skid all remaining topwood out of these payment units and scatter in locations approved by the sale administrator. If the deadline is not met, damages will be collected determined by the cost to complete this work. The requirement to retain approximately 1/6 to 1/3 of tree tops and limbs less than four inches in diameter is still applicable (G. C. & R. 2.2).

## 2.2.3 - Stump heights (4/07)

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

#### 3 - Payments

# 3.4 - Damaged Timber

#### 3.4.1 - Damaged timber (7/16)

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 Payment Unit 2, if more than 33% of the CONIFER seedlings and saplings (1/4" to 4.5" DBH) within a specified portion of the sale area are damaged, liquidated damages will be assessed at \$250 per acre for all acreage within that specified portion of the sale area that was damaged.

No damage is acceptable to undesignated live 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

# 3.6.8 - Operating period (5/16)

Once cutting begins, operations must continue until all Payment Units are completed.

# 4 - Transportation

#### 4.1 - Construction

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

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

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

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

#### 4.2 - Maintenance

# 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.

# 5 - Operations

#### 5.1 - Notification

#### 5.1.3 - Well heads and natural gas pipelines (11/15)

The Purchaser is responsible for contacting the gas or pipeline company and/or MISS DIG 30 days prior to operating equipment in the vicinity of well heads or natural gas pipelines.

# 5.2 - Conduct of Operations

#### 5.2.1 - Slash

## 5.2.1.8 - Slash height (12/08)

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

#### 5.2.2 - 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

# 5.2.3.6 - Bark beetle restriction (12/08)

In the event drought creates a high risk of pine bark beetle infestation, pine is not to be cut during the period March 1 through July 1, unless all portions of trees greater than two inches in diameter are removed from the sale area, reduced to chips, or treated to the satisfaction of the Unit Manager or his/her representative, within fifteen days of being severed from the stump. Pine log decks, pulpwood piles and treetops that are piled for chipping in the fall or winter within a 1/4 mile of susceptible sites must be removed before March 15. Residual slash must not be placed in piles or rows and must be spread over the site for quick drying. The Department of Natural Resources will exercise this specification if the risk of damage warrants.

## 5.2.29 - Shrub protection (1/20)

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

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

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.

## 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.

# 5.8 - Protection of Endangered Species

#### 5.8.5 - Protection of raptor nests (3/13)

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

## 6 - Safety and Fire Prevention

# 6.2 - Signing

# 6.2.1 - Road posting (10/20)

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

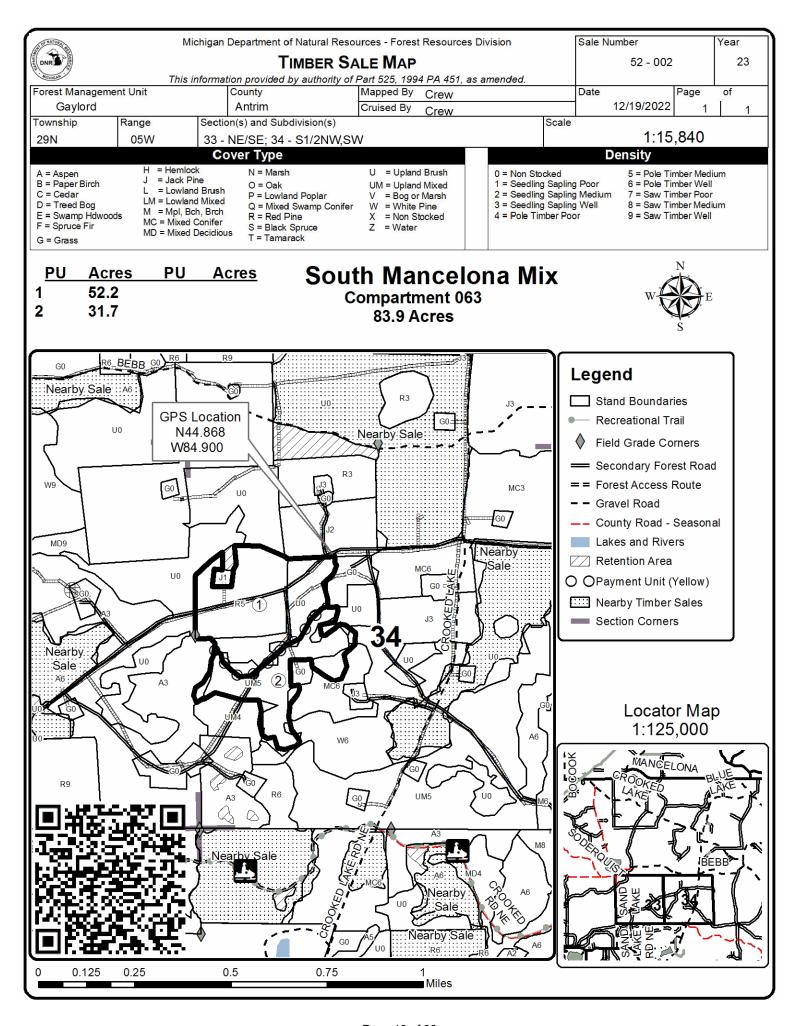
#### 7 - Other Conditions

#### 7.3 - Contract Modifications

# 7.3.3 - Modification for reforestation (8/05)

When contractual work of Purchaser has been accepted for any Payment Unit identified on Sale Area Map, Payment Unit will be eliminated from the Sale Area on written notice so that reforestation operations can begin.

Section Name: Sale Specific Current as of 1/17/2023 9:47:14AM



## TIMBER SALE INFORMATION

Palmer Red Pine (52-103-23)
T36N, R05W, SEC. 5.
Emmet County (Advertised Price \$9,628.00)

SALE NOTE: Systematic red pine thinning. HRD and barkslip restrictions included.

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. All units of volume listed below were estimated using the Inventory Manager computer program and the new Michigan taper model. Bids must be at or above the following advertised price for each product and species:

PRODUCTS & SPECIES	ESTIMATED UNITS*	ADVERTISED PRICE		
Sawtimber				
Red Pine	3.5 MBF	\$	128.00 / MBF	
Pulpwood				
Red Pine	180 Cords	\$	51.00 / Cord	

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 22.17 percent. There are an estimated 188 cords on this timber sale, plus or minus 42 cords at the 95% confidence level. 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 \$481.00 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

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 03/31/2027.

#### **SALE STATISTICS**

Volumes were calculated in cubic feet using the Michigan taper model. Cubic foot volume includes all wood inside bark for the product indicated. For display purposes, cubic feet were converted to cords and MBF using a simple conversion factor, e.g. 79 cubic feet per cord and 185 cubic feet per MBF. The cubic foot volumes are precise; the cords and MBF volumes are not. Cubic foot volume cannot be directly converted to cords or boards with precision.

#### **SALE VOLUMES**

The total estimated sale volume may not equal the sum of the species/products due to the nature of statistical calculations associated with double sampling methodology.

VOLUME			STATISTICAL RANGE IN CORDS		
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM	
14,891	188	22.17%	147	230	

## **VDU VOLUMES**

A VDU is a Volume Determination Unit. Volumes and their associated statistics are calculated at the VDU level and summarized to the sale level. There is often a one to one relationship between a VDU and a Payment Unit, but not always, depending on the cruise design. Refer to the VDU TO PAYMENT UNIT table.

	VOL	UME		RANGE IN CORDS		
VDU	TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM	
16	14,891	188	22.17%	147	230	
TOTAL:	14,891	188		147	230	

# **VDU TO PAYMENT UNIT**

When a VDU is associated with more than one Payment Unit (PU), the VDU volumes are assigned to the PU based on acres of the VDU within the PU.

VDU	VDU ACRES	PU	PU ACRES
16	12.8	1	12.8
TOTAL:	12.8		12.8

# **DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)**

_							
	PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
	1	Red Pine	Sawtimber	3.5	MBF	12.8	\$9,628.00
		Red Pine	Pulpwood	180	Cords		
	TOTAL:		3.5	MBF			
			TOTAL:	180	Cords		

# Sale Specific Conditions & Requirements

Sale Name: Palmer Red Pine Sale Number: 52-103-23 Seq#: 1

#### 1 - Sale Area

#### 1.2 - Boundaries

#### 1.2.1 - Painted boundaries (9/19)

The sale boundary is marked and identified by red and blue paint. Exterior sale boundary lines adjacent to private ownership are marked with blue paint. Exterior sale boundary lines adjacent to state ownership 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

# 2.1.8 - Designated plantation row unit(s) (12/08)

Within Payment Unit(s) 1, all red pine trees which meet minimum piece specifications in 2.2 Utilization, within designated plantation rows are designated for cutting. Designated plantation rows begin with the third row in from the north boundary of the plantation, then continue every third row. It shall be the responsibility of the producer to maintain the third row sequence. Any hardwood or aspen tree that blocks movement of equipment within the cut rows may be felled and left intact on site. Do not cut apple or oak trees.

## 2.2 - Utilization

# 2.2.3 - Stump heights (4/07)

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

# 2.2.6 - Roundwood operation required (3/21)

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

## 2.2.8 - Utilization and removal (5/14)

All products meeting standards set forth in General Condition and Requirement 2.2 - Utilization must be removed from the sale area. Retain on site between 1/6 and 1/3 of the slash from harvested trees (tree tops and limbs less than four inches in diameter). This is because of biomass retention guidelines.

# 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 Amendment. There will be only one division per Payment Unit.

# 3.4 - Damaged Timber

#### 3.4.1 - Damaged timber (7/16)

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 undesignated live merchantable trees. Within the sale area, if more than 5% of trees (> 4.5" DBH) within a specified area of the sale are damaged, liquidated damages will be assessed for all trees damaged. Rates will be in accordance with General Condition and Requirement 3.4 Damaged Timber.

# 4 - Transportation

#### 4.1 - Construction

## 4.1.3 - 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. 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.

#### 4.2 - Maintenance

#### 4.2.3 - Road maintenance (8/13)

The following road maintenance is required: grading/maintaining Palmer Rd per County Road Commission guidance and landing area as needed.

# 5 - Operations

#### 5.1 - Notification

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

A pre-sale conference between the Purchaser and sale administrator is required prior to beginning any operations to discuss contract specs and to determine landing and road locations.

#### 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 and 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.

# 5.2.3 - 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 potential damage to residual trees during bark slippage season.

#### 5.2.3.6 - Bark beetle restriction (12/08)

In the event drought creates a high risk of pine bark beetle infestation, pine is not to be cut during the period March 1 through July 1, unless all portions of trees greater than two inches in diameter are removed from the sale area, reduced to chips, or treated to the satisfaction of the Unit Manager or his/her representative, within fifteen days of being severed from the stump. Pine log decks, pulpwood piles and treetops that are piled for chipping in the fall or winter within a 1/4 mile of susceptible sites must be removed before March 15. Residual slash must not be placed in piles or rows and must be spread over the site for quick drying. The Department of Natural Resources will exercise this specification if the risk of damage warrants.

# 5.2.3.14 - heterobasidion root disease (HRD) (3/21)

This plantation is at risk of infection by the root rot fungus, Heterobasidion irregulare. To prevent the spread of this disease, cutting operations within Payment Unit(s) 1 are restricted to the period of January 1st through February 28th. Cutting may only occur outside this period with written permission of the Unit Manager or with the application of a preventative pesticide. Consultation with a forest health specialist will determine if cutting can occur prior to January 1 without pesticide application, dependent upon current and forecasted snow cover. Cellu-Treat and RotStop C are currently the only EPA registered products available in the United States for the control of Heterobasidion. Both products are a water-soluble powder that must be applied to the stump, in accordance with the product label. Dye must be added to these products to provide visible evidence of adequate coverage. Application of these pesticides requires licensing by

the Michigan Department of Agriculture and Rural Development. All applicators are required to: provide to the Sale Administrator notification of application per requirements in 40 CFR 170.120; and document and provide to the Sale Administrator annually, by December 31 and prior to closure of sale, the volume of product used and acres treated.

#### 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. Slash, stumps, 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.

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

The snowmobile trail is shown on the Timber Sale Map. Do not cut or damage posts with orange trail markers or traffic control signs. If the trail is used for hauling, it must be graded to the satisfaction of the Unit Manager or his/her representative prior to December 1st. If the trail road is to be used for hauling during the snowmobile season, then a snow covered base must be left on the trail. Maintain a 20 foot wide slash, debris, and rut free zone daily using the snowmobile trail as the centerline. All stumps within 10 feet of the snowmobile trail must be cut at ground level.

#### 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 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 (3/13)

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

# 6 - Safety and Fire Prevention

#### 6.2 - Signing

#### 6.2.1 - Road posting (10/20)

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

#### 6.2.2 - Snowmobile trail posting (10/20)

The Purchaser is responsible for posting and maintaining caution signs on the snowmobile trail segment adjacent to Teal Rd. 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.

Section Name: Sale Specific Current as of 9/13/2023 9:48:06AM

DNR		Тімвен	Resources - Forest Resources  R SALE MAP  ority of Part 5, 1994 PA 451, as a		Sale Number 52-103-23	Year 2023
Forest Management U		County	Mapped By STACKS		Date Pag	ge of
GAYLORD-	NORTH	EMMET	Cruised By 51ACKS	<del></del>	04/21/2023	1 1 1
Compartment Number		Township	Range	1	on(s) and Subdivision(s)	
52111		T36N	RO5W	5	NWNW	
	G J = Jack Pine	over Type	U = Upland Brush		Density	- Madium
1 = Aspen 3 = Paper Birch	K = Rock	P = Lowland Poplar	UM =Upland Mix Forest	0 = Non Stocked 1 = Seedling Sapli	5 = Pole Timbe	er Well
Color = Cedar = Treed Bog	L = Lowland Brush LM = Lowland Mix F	Q = Mixed Swamp Corest R = Red Pine	W = White Pine	2 = Seedling Sapli 3 = Seedling Sapli	ing Well 8 = Saw Timbe	er Medium
E = Swamp Hardwoods E = Spruce/Fir	M = Maple, Beech, E MC = Mixed Conifer	Birch S = Black Spruce T = Tamarack	X = Non Stocked Y = Sand	4 = Pole Timber P	oor 9 = Saw Timb	er Well
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## TIMBER SALE INFORMATION

# Logical Red Pine (52-107-23) T35N, R01E, SEC. 14.

Cheboygan County (Advertised Price \$104,490.80)

SALE NOTE: Red pine final harvest. Chipping of tops required to facilitate future cultivation and planting operations. Possible exemption granted if poor chip market exists at time of harvest.

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. All units of volume listed below were estimated using the Inventory Manager computer program and the new Michigan taper model. Bids must be at or above the following advertised price for each product and species:

PRODUCTS & SPECIES	ESTIMATED UNITS*		ADVERTISED PRICE		
Sawtimber					
Red Pine	621.1 MBF	\$	128.00 / MBF		
Pulpwood					
Red Pine	490 Cords	\$	51.00 / Cord		

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 16.75 percent. There are an estimated 1,944 cords on this timber sale, plus or minus 326 cords at the 95% confidence level. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

- 1. A bond in the amount of \$5,225.00 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

01

49.1%

02 50.9%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 03/31/2027.

# **SALE STATISTICS**

Volumes were calculated in cubic feet using the Michigan taper model. Cubic foot volume includes all wood inside bark for the product indicated. For display purposes, cubic feet were converted to cords and MBF using a simple conversion factor, e.g. 79 cubic feet per cord and 185 cubic feet per MBF. The cubic foot volumes are precise; the cords and MBF volumes are not. Cubic foot volume cannot be directly converted to cords or boards with precision.

#### **SALE VOLUMES**

The total estimated sale volume may not equal the sum of the species/products due to the nature of statistical calculations associated with double sampling methodology.

VOLUME			STATISTICAL RA	ANGE IN CORDS
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
153,593	1,944	16.75%	1,618	2,270

## **VDU VOLUMES**

A VDU is a Volume Determination Unit. Volumes and their associated statistics are calculated at the VDU level and summarized to the sale level. There is often a one to one relationship between a VDU and a Payment Unit, but not always, depending on the cruise design. Refer to the VDU TO PAYMENT UNIT table.

	VOLUME			RANGE II	N CORDS
VDU	TOTAL CUBIC FEET TOTAL CORDS		PERCENT ERROR	MINIMUM	MAXIMUM
36	153,593 1,944		16.75%	1,618	2,270
TOTAL: 153,593 1,944		1,944		1,618	2,270

# **VDU TO PAYMENT UNIT**

When a VDU is associated with more than one Payment Unit (PU), the VDU volumes are assigned to the PU based on acres of the VDU within the PU.

VDU	VDU ACRES	PU	PU ACRES
36	43.0	1	21.1
		2	21.9
TOTAL:	43.0		43.0

# **DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)**

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Red Pine	Sawtimber	304.8	MBF	21.1	\$51,254.40
	Red Pine	Pulpwood	240	Cords		
2	Red Pine	Sawtimber	316.3	MBF	21.9	\$53,236.40
	Red Pine	Pulpwood	250	Cords		
		TOTAL:	621.1	MBF		
		TOTAL:	490	Cords		

## Sale Specific Conditions & Requirements

Sale Name: Logical Red Pine Sale Number: 52-107-23 Seq#: 1

#### 1 - Sale Area

#### 1.2 - Boundaries

#### 1.2.1 - Painted boundaries (9/19)

The sale boundary and Payment Unit boundaries are marked and identified by blue, red and yellow paint. Exterior sale boundary lines adjacent to private property are marked with blue paint. Exterior sale boundary lines adjacent to state property are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint. Retention patches are marked with red paint; no harvesting activities may occur within these areas. The painted boundary line trees are not Included Timber and are to be protected unless marked with orange paint. Yellow painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid.

# 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1 and 2, cut all trees that are two (2) inches or more at DBH except any incidental hemlock. Also, a timber retention area is found at the south end of the sale area and is bounded by red paint. No harvest equipment will be allowed to operate in this area.

#### 2.2 - Utilization

## 2.2.2 - Chipping required (2/18)

Within Payment Units 1 and 2, the tops of harvested trees and limbs greater than 4" in diameter must be chip harvested to facilitate subsequent cultivation and planting operations. If market conditions limit the practicality of chipping, a chipping exemption can be obtained if proposed operations are determined to be suitable for planting by reforestation staff. This exemption must be granted in writing. The requirement to retain approximately 1/6 to 1/3 of tree tops and limbs less than four inches in diameter does not apply (G. C. & R. 2.2). This is because of the pending future cultivation and planting activities.

# 2.2.3 - Stump heights (4/07)

Stump heights within Payment Unit(s) 1 and 2 shall not exceed 6 inches for all trees. This is in order to facilitate future cultivation and planting operations.

#### 3 - Payments

# 3.3 - Pre-measured Sales

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

Payment Unit(s) #'s 1 and 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 Amendment. 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. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth. 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 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 between the Purchaser and sale administrator is required prior to beginning any operations to discuss cutting specs and to determine landing and road locations.

#### 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 or 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.

# 5.2.3 - Operating Restrictions

## 5.2.3.6 - Bark beetle restriction (12/08)

In the event drought creates a high risk of pine bark beetle infestation, pine is not to be cut during the period March 1 through July 1, unless all portions of trees greater than two inches in diameter are removed from the sale area, reduced to chips, or treated to the satisfaction of the Unit Manager or his/her representative, within fifteen days of being severed from the stump. Pine log decks, pulpwood piles and treetops that are piled for chipping in the fall or winter within a 1/4 mile of susceptible sites must be removed before March 15. Residual slash must not be placed in piles or rows and must be spread over the site for quick drying. The Department of Natural Resources will exercise this specification if the risk of damage warrants.

## 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.

# 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 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 (3/13)

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

made, if necessary.

# 6 - Safety and Fire Prevention

# 6.2 - Signing

6.2.1 - Road posting (10/20)

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

Section Name: Sale Specific Current as of 8/10/2023 3:33:38PM

TIMBER SALE MAP This information provided by authority of Part 5, 1994 PA 451, as amended.  Forest Management Unit County Mapped By STACKS Compartment Number Township Range Role Section(s) and Subditional States Role A Wand Name of Part 5, 1994 PA 451, as amended.  Date OB/O1/23 Role FOREST AUTHORITY Respondent Section(s) and Subditional Subditional States Role A Wand Name of Part 5, 1994 PA 451, as amended.  Date OB/O1/23 Role A Wand Name of Part 5, 1994 PA 451, as amended.  Date OB/O1/23 Role A Wand Name of Part 5, 1994 PA 451, as amended.  Date OB/O1/23 Role A Wand Name of Part 5, 1994 PA 451, as amended.  Date OB/O1/23 Role A Wand Name of Part 5, 1994 PA 451, as amended.  Date OB/O1/23 Role A Wand Name of Part 5, 1994 PA 451, as amended.  Date OB/O1/23 Role A Wand Name of Part 5, 1994 PA 451, as amended.  Date OB/O1/23 Role A Wand Name of Part 5, 1994 PA 451, as amended.  Date OB/O1/23 Role A Wand Name of Part 5, 1994 PA 451, as amended.  Date OB/O1/23 Role A Wand Name of Part 5, 1994 PA 451, as amended.  Date OB/O1/23 Role A Wand Name of Part 5, 1994 PA 451, as amended.  Date OB/O1/23 Role A Wand Name of Part 5, 1994 PA 451, as amended.  Date OB/O1/23 Role A Wand Name of Part 5, 1994 PA 451, as amended.  Date OB/O1/23 Role A Wand Name of Part 5, 1994 PA 451, as amended.  Date OB/O1/23 Role A Wand Name of Part 5, 1994 PA 451, as amended.  Date OB/O1/23 Role A Wand Name of Part 5, 1994 PA 451, as amended.  Date OB/O1/23 Role A Wand Name of Part 5, 1994 PA 451, as amended.  Date OB/O1/23 Role A Wand Name of Part 5, 1994 PA 451, as amended.  Date OB/O1/23 Role A Wand Name of Part 5, 1994 PA 451, as amended.  Date OB/O1/23 Role A Wand Name of Part 5, 1994 PA 451, as amended.  Date OB/O1/23 Role A Wand Name of Part 5, 1994 PA 451, as amended.  Date OB/O1/23 Role A Wand Name of Part 5, 1994 PA 451, as amended.  Date OB/O1/23 Role A Wand Name of Part 5, 1994 PA 451, as amended.  Date OB/O1/23 Role A Wand Name of Part 5, 1994 PA 451, as amended.  Role A Wand Name of Part 5, 1994 PA 451, as amended.  Role A Wand Nam	ivision(s)  ty Pole Timber Medium Pole Timber Well
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D = Treed Bog LM = Lowland Mix Forest R = Red Pine W = White Pine 3 = Seedling Sapling Well 8 = E = Swemp Hardwoods M = Maple, Beech, Birch S = Black Spruce X = Non Stocked 4 = Pole Timber Poor 9 =	Saw Timber Medium Saw Timber Well
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## TIMBER SALE INFORMATION

<u>Dubious Aspen (52-118-22)</u> T34N, R04W, SEC. 21; T34N, R04W, SEC. 22. Emmet County (Advertised Price \$24,383.45)

SALE NOTE: Sale contains 60% slopes and some mid-slope sale boundaries with BMP slope protection requirements. >1/3 mile skid required to landing; no exceptions. Oak wilt restriction; no exception.

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. All units of volume listed below were estimated using the Inventory Manager computer program and the new Michigan taper model. Bids must be at or above the following advertised price for each product and species:

PRODUCTS & SPECIES	ESTIMATED UNITS*		AD\	ADVERTISED PRICE		
Sawtimber						
B. T. Aspen	78.8	MBF	\$	82.00 / MBF		
Sugar Maple	25.6	MBF	\$	399.00 / MBF		
Pulpwood						
B. T. Aspen	75	Cords	\$	30.55 / Cord		
Mixed Hardwood	137	Cords	\$	26.55 / Cord		
Sugar Maple	67	Cords	\$	26.55 / Cord		

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 26.45 percent. There are an estimated 529 cords on this timber sale, plus or minus 140 cords at the 95% confidence level. 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 \$2,500.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 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

PERCENT OF TOTAL SALE VALUE

01

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 06/30/2027.

#### **SALE STATISTICS**

Volumes were calculated in cubic feet using the Michigan taper model. Cubic foot volume includes all wood inside bark for the product indicated. For display purposes, cubic feet were converted to cords and MBF using a simple conversion factor, e.g. 79 cubic feet per cord and 185 cubic feet per MBF. The cubic foot volumes are precise; the cords and MBF volumes are not. Cubic foot volume cannot be directly converted to cords or boards with precision.

# SALE VOLUMES

The total estimated sale volume may not equal the sum of the species/products due to the nature of statistical calculations associated with double sampling methodology.

VOLUME		STATISTICAL RANGE IN CORDS		
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
41,756	529	26.45%	389	668

## **VDU VOLUMES**

A VDU is a Volume Determination Unit. Volumes and their associated statistics are calculated at the VDU level and summarized to the sale level. There is often a one to one relationship between a VDU and a Payment Unit, but not always, depending on the cruise design. Refer to the VDU TO PAYMENT UNIT table.

	VOLUME			RANGE II	N CORDS
VDU	TOTAL CUBIC FEET         TOTAL CORDS           41,756         529           :         41,756         529		PERCENT ERROR	MINIMUM	MAXIMUM
36			26.45%	389	668
TOTAL:				389	668

# **VDU TO PAYMENT UNIT**

When a VDU is associated with more than one Payment Unit (PU), the VDU volumes are assigned to the PU based on acres of the VDU within the PU.

VDU	VDU ACRES	PU	PU ACRES
36	14.4	1	14.4
TOTAL:	14.4		14.4

# **DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)**

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	B. T. Aspen	Sawtimber	78.8	MBF	14.4	\$24,383.45
	Sugar Maple		25.6	MBF		
	B. T. Aspen	Pulpwood	75	Cords		
	Mixed Hardwood		137	Cords		
	Basswood	Sawtimber	10.1	MBF		
	Beech		2.1	MBF		
	Red Maple		5.8	MBF		
	Basswood	Pulpwood	29	Cords		
	Beech		37	Cords		
	Ironwood		3	Cords		
	Red Maple		32	Cords		
	Sugar Maple		67	Cords		
	·	TOTAL:	104.4	MBF		
		TOTAL:	279	Cords		

# Sale Specific Conditions & Requirements

Sale Name: Dubious Aspen Sale Number: 52-118-22 Seq#: 1

#### 1 - Sale Area

#### 1.2 - Boundaries

#### 1.2.1 - Painted boundaries (9/19)

The sale boundary and Payment Unit boundaries are marked and identified by red 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 trees that are two (2) inches or more at DBH except oak and elm.

# 4 - Transportation

#### 4.1 - Construction

#### 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 may require constructing double earthen berms, constructed with available stumps, at strategic locations. Contact the sale administrator for specific details of design and placement.

#### 5 - Operations

# 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, no exceptions (1/18)

Within Payment Unit 1, cutting, skidding, hauling within the sale, and brushing of access roads to the sale are not permitted during the period of April 15 to July 15. No exceptions will be granted. This is necessary to reduce the spread of oak wilt.

# 5.2.31 - Landing locations (9/13)

An identified Landing Areas is marked on the timber sale map with the letter "L". Landings must be confined to the designated site. No exception will be granted.

## 5.2.39 - ORV trail/route protection (4/18)

The Tomahawk Trail is an ORV trail and is shown on the Timber Sale Map. Do not cut trees or damage posts with yellow ORV markers. Do not run equipment down the ORV trail or route. The ORV trail must be made free of equipment-caused ruts and debris at the end of business daily.

# 5.4 - Soil Protection

## 5.4.2 - Skid trails (2/04)

Skid trails up and down slopes should be avoided. If however this is unavoidable, these trails will be left in a non-erodible condition using water bars, logs, and slash. Placing of slash on these skid trails while logging is ongoing may alleviate need for any further action. At the direction of the sale administrator, seed, fertilizer, and mulch may also be required.

## 5.4.6 - Wet area protection (5/10)

No harvesting operations, including skidding and felling, are to take place within any seeps located within the sale boundary. A known seep is shows on the timber sale map. All equipment should be kept out of this area. Care must be taken by the

Purchaser to identify and avoid operating in these areas of the timber sale.

# 5.8 - Protection of Endangered Species

#### 5.8.5 - Protection of raptor nests (3/13)

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

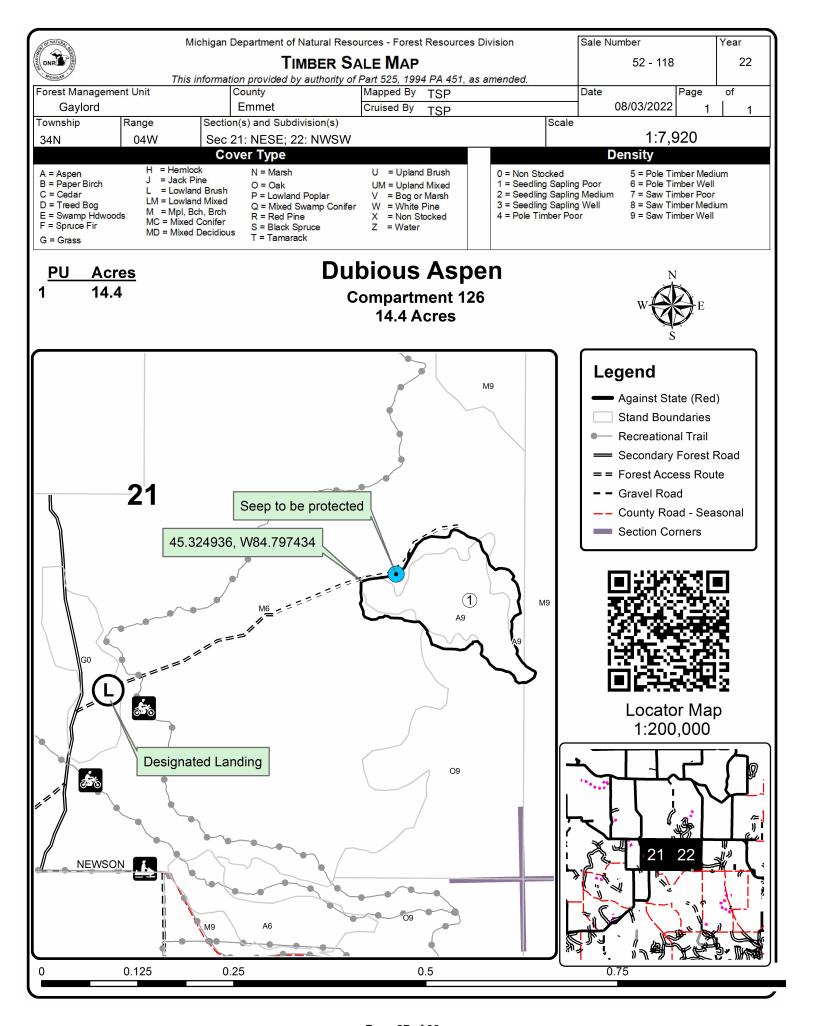
## 6 - Safety and Fire Prevention

# 6.2 - Signing

# 6.2.3 - Recreational trail posting (10/20)

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

Section Name: Sale Specific Current as of 8/29/2022 3:22:55PM



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TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

#### BID FORM

GAYLORD MANAGEMENT UNIT GAYLORD OFFICE

## <u>Dubious Aspen (52-118-22)</u>

T34N, R04W, SEC. 21; T34N, R04W, SEC. 22; Emmet COUNTY

In response to the notice of sale to be held 9:00 a.m. (local time) on January 30, 2024, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	ESTIMATED VOLUME*	ADVERTISED PRICE	BID PRICE/UNIT
Sawtimber			
B. T. Aspen	78.8 MBF	\$ 82.00/MBF	\$
Sugar Maple	25.6 MBF	\$ 399.00/MBF	\$
Pulpwood			
B. T. Aspen	75 Cords	\$ 30.55/Cord	\$
Mixed Hardwood	137 Cords	\$ 26.55/Cord	\$
Sugar Maple	67 Cords	\$ 26.55/Cord	\$

\*The volumes are statistically estimated within plus (+) or minus (-) 26.45 percent at 95% confidence level. 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 AVAILA	- ABLE, PLEASE PLACE THE PERSC	NALIZED LABEL FROM	I YOUR PROSPECTUS IN T	HE ABOVE BOX.
Individua	l or company representative's signat	ure:		Date:
Phone nu	ımber ·	Fmail (	(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.	, and
VE	RIFICATION OF WORKER'S DISABILITY COMPENSA	ATION ACT COMPLIANCE
•	This verification must be completed and submitted withi sale contract.	in 21 days of contract award and prior to the issuance of the timber
•	In addition, if boxes 2B or 2C are checked, then Notice twenty-one (21) days of the contract award and prior to the	of Exclusion or Certificate of Insurance must be submitted within he issuance of the timber sale contract.
•	All Information must be typed or printed except for writte	en signatures.
Ple	ease Check Appropriate Categories:	
1.	My business is organized as (you <b>must</b> check <u>one</u> of the A. ☐ Sole Proprietorship (individual)  B. ☐ Partnership  C. ☐ Corporation	ne boxes below):
2.	Exclusion (BWC-337, Rev. 5/96). I will provide a copy questions or a copy of the BWC-337, please call the W	Worker's Compensation Act through the use of an approved Notice of of the Notice of Exclusion within 21 days of the contract award. (For
3.	If you have checked item 2(A) or 2(B), you <b>must</b> indication than yourself, including family members and active part	cate the number of <b>both</b> full-time and part-time employees, other tners (if none, you must enter "0").
	Full-time Employees	Part-time Employees
Nam	ne of Business	Federal ID (or) Social Security No.
Addı	ress	Telephone ( )
City	State	ZIP
	ereby certify that the above information is true and correctant and correct and corr	ct. I agree to notify the Michigan DNR of any changes that occur and future operations.

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

Date

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

#### **BID FORM**

GAYLORD MANAGEMENT UNIT GAYLORD OFFICE

## South Mancelona Mix (52-002-23)

T29N, R05W, SEC. 33; T29N, R05W, SEC. 34; Antrim COUNTY

In response to the notice of sale to be held 9:00 a.m. (local time) on January 30, 2024, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	ESTIMATED VOLUME*	ADVERTISED PRICE	<u>BID PRICE/UNIT</u>
Sawtimber			
Red Pine	122.7 MBF	\$ 128.00/MBF	\$
Pulpwood			
Black Cherry	24 Cords	\$ 21.00/Cord	\$
Jack Pine	66 Cords	\$ 19.85/Cord	\$
Quaking Aspen	131 Cords	\$ 24.10/Cord	\$
Red Pine	109 Cords	\$ 51.00/Cord	\$
White Pine	8 Cords	\$ 38.95/Cord	\$

\*The volumes are statistically estimated within plus (+) or minus (-) 22.30 percent at 95% confidence level. 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 AVAILA	ABLE, PLEASE PLACE THE PERSO	NALIZED LABEL FROM	1 YOUR PROSPECTUS IN TH	HE ABOVE BOX.	
Individua	l or company representative's signatu	re:		Date:	_
Phone nu	ımber :	Fmail (	(ontional).		

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.

•	<ul> <li>In addition, if boxes 2B or 2C are checked, then Notice of E twenty-one (21) days of the contract award and prior to the is:</li> </ul>	exclusion or Certificate of Insurance must be submitted within suance of the timber sale contract.			
•	<ul> <li>All Information must be typed or printed except for written sign</li> </ul>	gnatures.			
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>Partnership</li> <li>Corporation</li> </ol>	oxes below):			
2.	2. 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 e Worker's Compensation Laws.	mployees but the sole proprietor. I am not subject to the			
	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.  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.	<ol> <li>If you have checked item 2(A) or 2(B), you must indicate than yourself, including family members and active partners</li> </ol>	the number of <b>both</b> full-time and part-time employees, other is (if none, you must enter "0").			
	Full-time Employees	Part-time Employees			
Nam	Name of Business	Federal ID (or) Social Security No.			
Add	Address -	Telephone ( )			
City	City State 2	ZIP			
in fa _	hereby certify that the above information is true and correct. In 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

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

TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

## **BID FORM**

# **GAYLORD MANAGEMENT UNIT GAYLORD OFFICE**

# Palmer Red Pine (52-103-23) T36N, R05W, SEC. 5; Emmet COUNTY

In response to the notice of sale to be held 9:00 a.m. (local time) on January 30, 2024, I am hereby submitting my sealed bid (firm

uantity and quality.		ad All bida mi	ust be signed and	all bid items must	be bid or the bid forr	m mav be
		ad All bida mu	ist be signed and	all bid items must	be bid or the bid form	•
understand that any or all bid	•		•		at parformance and	
understand that any or all bio jected. I also understand tha e contract based upon equip	at consideration a	and awarding a	a contract will be		st performance and a	ability to complete
jected. I also understand that e contract based upon equip	at consideration a oment and staffir	and awarding ang subject to m	a contract will be y control.	based upon my pa	·	
jected. I also understand that e contract based upon equip	at consideration a oment and staffir	and awarding ang subject to m	a contract will be y control.	based upon my pa	st performance and a	
jected. I also understand that e contract based upon equip	at consideration and staffir	and awarding and subject to m	a contract will be y control.	based upon my pa	·	
jected. I also understand that e contract based upon equipers of the second sec	at consideration and staffir	and awarding and subject to m	a contract will be y control.	based upon my pa	·	
jected. I also understand that e contract based upon equip  FEDERAL ID:  Company or individ  Company represen	at consideration and staffirm a	and awarding and subject to m	a contract will be y control.	based upon my pa	·	
jected. I also understand that e contract based upon equipers of the second sec	at consideration at consideration at consideration at comment and staffing	and awarding and subject to m	a contract will be y control.	based upon my pa	· - -	

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.

•	<ul> <li>In addition, if boxes 2B or 2C are checked, then Notice of E twenty-one (21) days of the contract award and prior to the is:</li> </ul>	exclusion or Certificate of Insurance must be submitted within suance of the timber sale contract.			
•	<ul> <li>All Information must be typed or printed except for written sign</li> </ul>	gnatures.			
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>Partnership</li> <li>Corporation</li> </ol>	oxes below):			
2.	2. 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 e Worker's Compensation Laws.	mployees but the sole proprietor. I am not subject to the			
	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.  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.	<ol> <li>If you have checked item 2(A) or 2(B), you must indicate than yourself, including family members and active partners</li> </ol>	the number of <b>both</b> full-time and part-time employees, other is (if none, you must enter "0").			
	Full-time Employees	Part-time Employees			
Nam	Name of Business	Federal ID (or) Social Security No.			
Add	Address -	Telephone ( )			
City	City State 2	ZIP			
in fa _	hereby certify that the above information is true and correct. In 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

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

TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

# **BID FORM**

**GAYLORD MANAGEMENT UNIT** GAYLORD OFFICE

# Logical Red Pine (52-107-23) T35N, R01E, SEC. 14; Cheboygan COUNTY

Company or individual Company representate Address:	al bidding: ative's name: State				_
Company or individual	al bidding:				
Company or individua	al bidding:				
FEDERAL ID:	·	or SOCIAL S	ECURITY N	IUMBER:	
I understand that any or all bids rejected. I also understand that the contract based upon equipn	consideration and awa	arding a contr	ract will be b		e bid or the bid form may be performance and ability to complete
*The volumes are statistically es are final and not subject to adju quantity and quality.		, ,	•		ce level. These estimated volumes to make their own estimates of
Pulpwood Red Pine	490	Cords	\$	51.00/Cord	\$
Sawtimber Red Pine		MBF	\$	128.00/MBF	\$
PRODUCTS & SPECIES	ESTIMATED	VOLUME*	ΑГ	VERTISED PRICE	BID PRICE/UNIT

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.

Signature of Owner or Authorized Representative

Title

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 Information must be typed or printed except for written signatures.		
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		
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 than yourself, including family members and active partners (if none, you must enter "0").			
	Full-time En	nployees	Part-time Employees
Name of Business			Federal ID (or) Social Security No.
Address			Telephone ( )
City		State	ZIP
I hereby certify that the above information is true and correct. I agree to notify the Michigan DNR of any changes that occur in factors affecting my coverage during any of my present and future operations.			

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

Date

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