

# DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

#### **TIMBER SALE PROSPECTUS #6379**

SCHEDULED SALE DATE AND TIME: 3:00 p.m. (local time) on March 28, 2019. LOCATION: NEWBERRY MGMT UNIT, 5666 S STATE HWY M 123, NEWBERRY, MI 49868.

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

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

September Assist Red Pine (42-018-18) / T49N, R11W, SEC. 19, NW,NENE,S1/2NE,SE. Luce County, Advertised Price \$115,213.25, 169.5 Acres, Red Pine, White Pine.

SALE NOTE: Within Payment Units 4 and 5, harvesting is not permitted during the period of April 15 to July 15 due to bark slippage.

The Pine Ridge Trail is an ORV trail or route and is shown on the Timber Sale Map. See Sale Spec 5.2.39 for restrictions.

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.

Forgotten Line Red Pine (42-019-18) / T49N, R11W, SEC. 27, NW.

T49N, R11W, SEC. 28, N1/2NE.

Luce County, Advertised Price \$54,229.85, 55.6 Acres, Red Pine, White Pine.

SALE NOTE: Harvesting is not permitted during the period of December 31 to April 15 because of the need to keep stump height low.

The Pine Ridge Trail is an ORV trail and is shown on the Timber Sale Map. See Sale Spec 5.2.39 for restrictions.

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.

826 Pine (42-021-18) / T49N, R11W, SEC. 16, S1/2SW,SWSE.

T49N, R11W, SEC. 20, SENW, SWNE, E1/2SW, SE.

T49N, R11W, SEC. 21, NW,W1/2NE,SW,W1/2SE.

T49N, R11W, SEC. 28, N1/2NW.

T49N, R11W, SEC. 29, N1/2NE.

Luce County, Advertised Price \$321,381.20, 420.2 Acres, Red Pine, White Pine.

SALE NOTE: The Pine Ridge Trail is an ORV trail and is shown on the Timber Sale Map. See Sale Spec 5.2.39 for restrictions.

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. 07/02/2018):

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

Bids must be received by the Unit Manager, NEWBERRY OFFICE, 5666 S STATE HWY M 123, NEWBERRY, MI 49868, no later than 3:00 p.m. (local time) on March 28, 2019. For further information concerning this sale, contact Keith Magnusson at 906-293-3293 extension 4740.

#### 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 (7/18)

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).

#### 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.

DAN EICHINGER
Director

#### TIMBER SALE INFORMATION

# September Assist Red Pine (42-018-18) T49N, R11W, SEC. 19. Luce County (Advertised Price \$115,213.25)

SALE NOTE: Within Payment Units 4 and 5, harvesting is not permitted during the period of April 15 to July 15 due to bark slippage.

The Pine Ridge Trail is an ORV trail or route and is shown on the Timber Sale Map. See Sale Spec 5.2.39 for restrictions.

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	ESTIMATED UNITS*		<b>ADVERTISED PRICE</b>	
Pulpwood				
Jack Pine	60.00	Cords	\$	44.25 / Cord
Red Pine	1,403.00	Cords	\$	69.65 / Cord
White Pine	602.00	Cords	\$	24.65 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 16.69 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

- 1. A bond in the amount of \$5,761.00 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	45.5%
02	17.1%
03	28.3%
04	6.1%
05	3.0%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 12/31/2021.

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Jack Pine	Pulpwood	9.0	Cords	63.9	\$52,422.85
	Red Pine		639.0	Cords		
	White Pine		305.0	Cords		
2	Jack Pine	Pulpwood	4.0	Cords	24.0	\$19,703.10
	Red Pine		240.0	Cords		
	White Pine		114.0	Cords		
3	Jack Pine	Pulpwood	33.0	Cords	32.7	\$32,613.60
	Red Pine		408.0	Cords		
	White Pine		111.0	Cords		
4	Red Pine	Pulpwood	83.0	Cords	27.3	\$7,038.10
	White Pine		51.0	Cords		
5	Jack Pine	Pulpwood	14.0	Cords	21.6	\$3,435.60
	Red Pine		33.0	Cords		
	White Pine		21.0	Cords		
		TOTAL:	2,065.0	Cords		

#### Sale Specific Conditions & Requirements

Sale Name: September Assist Red Pine Sale Number: 42-018-18 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 green paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with green paint. Green painted trees designating an interior Payment Unit boundary (between Payment Units 3 & 4 and 3 & 5) are not Included Timber and are to be protected unless marked with orange paint. Green painted trees designating an interior Payment Unit boundary (between Payment Units 1 & 2 and 2 & 3) are only to be cut when all surrounding Payment Units have been paid.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1 - 3, cut all trees which meet minimum piece specifications in 2.2 Utilization, except do not cut oak and white birch, if present. In addition, leave one (1) red pine or white pine tree per acre.

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

Within Payment Unit(s) 4 & 5, all red pine and white pine trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. In addition, cut all jack pine.

#### 2.2 - Utilization

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

Stump heights within Payment Unit(s) 1 - 3 shall not exceed 12 inches for trees greater than 10 inches DBH and 6 inches for trees smaller than 10 inches DBH. This is in order to facilitate planting operations.

#### 2.2.4 - Skidding length (2/14)

Skidding of unlimbed tops or lengths over 17 feet is not permissible within Payment Unit(s) 4 & 5, unless approved by the Unit Manager or his/her representative.

#### 3 - Payments

#### 3.3 - Pre-measured Sales

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

Payment Unit(s) 1 - 3 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

#### 4.1.6 - 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 double earthen berms at strategic locations. Stumps and brush must be placed along the remainder of the trail. These roads must be rendered impassable to cars and trucks. Contact the sale administrator for specific details of design and placement.

#### 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. 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

#### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

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

To facilitate reforestation, Payment Unit(s) 1 - 3 shall be left with slash evenly distributed. Bunched tops within the cutting area shall be broken up and scattered. Stumps shall be cut low to the ground. Processing sites shall not be left with a compacted layer of slash; tops from these sites shall be hauled back into the cut area and scattered.

#### 5.2.2 - Hazard Trees/Snags

#### 5.2.2.1 - Den trees (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

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

Within Payment Unit(s) 4 & 5, unless changed by written agreement, cutting and skidding are not permitted during the period of April 15 to July 15. This restriction is because of bark slippage.

#### 5.2.3.6 - 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.

#### 5.2.38 - 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 (4/18)

The Pine Ridge Trail is an ORV trail or route and is shown on the Timber Sale Map. Do not cut trees or damage posts with yellow 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. 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.

#### 5.8 - 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.

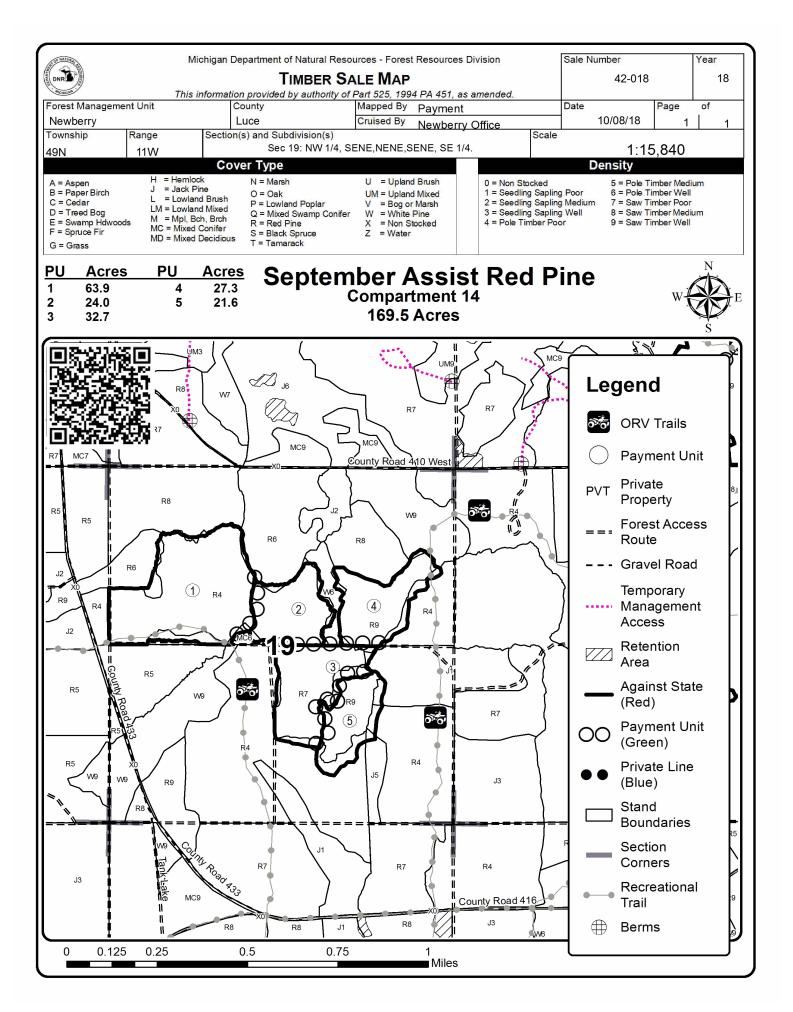
#### 6 - Safety and Fire Prevention

#### 6.2 - Signing

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

The Purchaser is responsible for posting and maintaining caution signs on the Pine Ridge 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.

Section Name: Sale Specific Current as of 2/19/2019 3:57:02PM



#### TIMBER SALE INFORMATION

Forgotten Line Red Pine (42-019-18)
T49N, R11W, SEC. 27; T49N, R11W, SEC. 28.
Luce County (Advertised Price \$54,229.85)

SALE NOTE: Harvesting is not permitted during the period of December 31 to April 15 because of the need to keep stump height low.

The Pine Ridge Trail is an ORV trail and is shown on the Timber Sale Map. See Sale Spec 5.2.39 for restrictions.

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	ESTIMATED UNITS*	ADVERTISED PRICE
Pulpwood		
Jack Pine	13.00 Cords	\$ 44.25 / Cord
Red Pine	730.00 Cords	\$ 69.65 / Cord
White Pine	114.00 Cords	\$ 24.65 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 15.10 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 \$2,711.00 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

41.1%

- 02 58.9%
- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 12/31/2021.

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Jack Pine	Pulpwood	10.0	Cords	19.8	\$22,293.70
	Red Pine		284.0	Cords		
	White Pine		84.0	Cords		
2	Jack Pine	Pulpwood	3.0	Cords	35.8	\$31,936.15
	Red Pine		446.0	Cords		
	White Pine		30.0	Cords		
		TOTAL:	857.0	Cords		

#### Sale Specific Conditions & Requirements

Sale Name: Forgotten Line Red Pine Sale Number: 42-019-18 Seq#: 1

#### 1 - Sale Area

#### 12 - Boundaries

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

The Sale boundary and Payment Unit boundaries are marked and identified by red paint.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 2, cut all trees that are two (2) inches or more at DBH.

#### 2.1.7 - Leave tree marked unit(s) (6/14)

Within Payment Unit(s) 1, all trees which meet minimum piece specifications in 2.2 Utilization are designated for cutting, except do not cut trees marked with green paint. In addition, leave all oak and paper birch that may be present.

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

Note that all red pine was cruised as pulp on this sale. There are sawlog sized red pine present.

#### 2.2 - Utilization

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

Stump heights within the Sale Area shall not exceed 10 inches for trees greater than 14 inches DBH and 6 inches for trees smaller than 14 inches DBH. This is in order to facilitate future planting operations.

#### 3 - Payments

#### 3.3 - Pre-measured Sales

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

Payment Unit(s) 1 & 2 may be divided at the request of the Purchaser and upon approval of the Unit Manager. Dividing Payment Units is a contract modification which requires a Timber Sale Contract Supplement. There will be only one division per Payment Unit.

#### 4 - Transportation

#### 4.1 - Construction

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

Construction of new roads or improvements of existing roads shall be done in such a way as to minimize the environmental and visual impacts. Merchantable trees shall be cut and utilized unless otherwise directed. Non-merchantable trees shall be severed and laid flat on the ground. Slash shall 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. 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

#### 4.2.2 - Fill material (4/07)

To maintain roads, fill material may be needed in areas where "holes" exist or may be expected to develop. This fill material should be placed before trucking begins.

#### 4.2.4 - Grading (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. The grading equipment to be used must be approved by the Unit Manager or his/her representative.

#### 5 - Operations

#### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

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

No slash may exceed 24 inches in height.

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

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

#### 5.2.1.12 - Slash for prescribed burning (1/05)

To facilitate prescribed burning, slash shall be moved at least 10 feet inside the boundary of Payment Unit 2.

#### 5.2.3 - Operating Restrictions

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

Within Payment Unit(s) 1 & 2, unless changed by written agreement, cutting not permitted during the period of December 31 to April 15. This restriction is because of the need to keep stumps low.

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

The Pine Ridge Trail is an ORV trail and is shown on the Timber Sale Map. Do not cut trees or damage posts with ORV markers. Maintain a 20-foot wide slash, debris, and rut free zone daily using the ORV trail or route as the centerline.

#### 6 - Safety and Fire Prevention

#### 6.2 - Signing

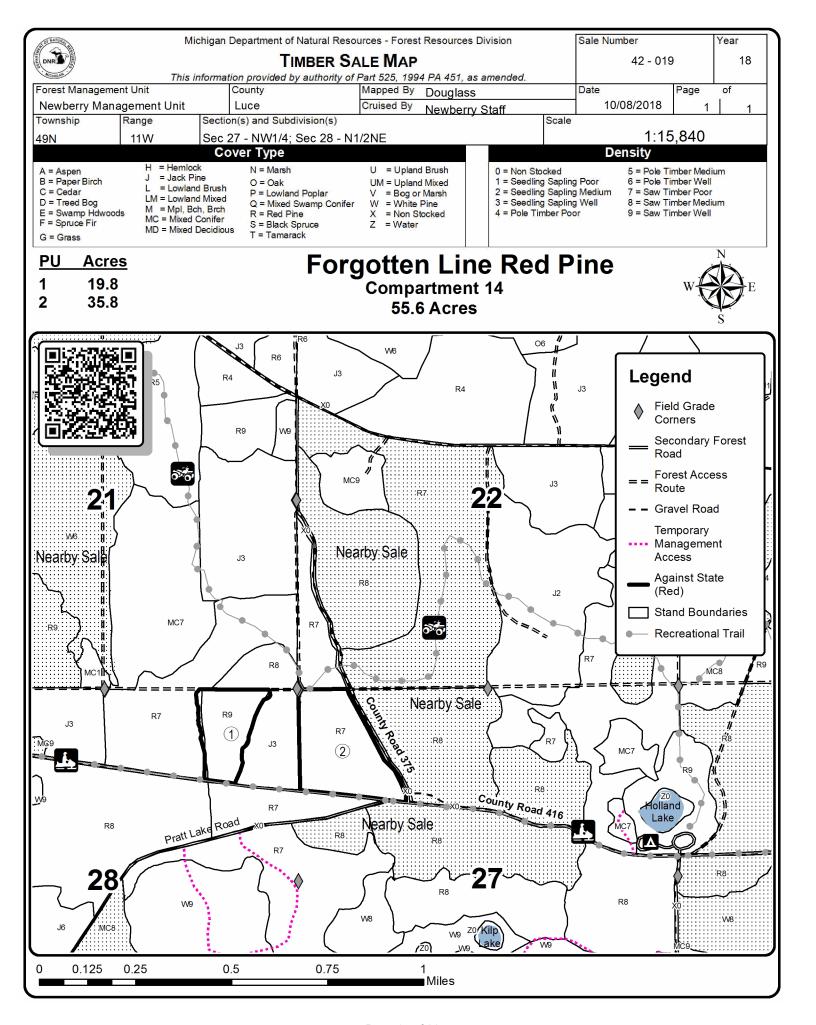
#### 6.2.1 - Road posting (9/09)

The Purchaser is responsible for posting and maintaining caution signs on County Roads 416 and 375 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 Pine Ridge ORV 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 DNR will provide these signs.

Section Name: Sale Specific Current as of 2/20/2019 7:49:26AM



#### TIMBER SALE INFORMATION

#### 826 Pine (42-021-18)

T49N, R11W, SEC. 16; T49N, R11W, SEC. 20; T49N, R11W, SEC. 21; T49N, R11W, SEC. 28; T49N, R11W, SEC. 29. Luce County (Advertised Price \$321,381.20)

SALE NOTE: The Pine Ridge Trail is an ORV trail and is shown on the Timber Sale Map. See Sale Spec 5.2.39 for restrictions.

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	ESTIMATED UNITS*		ADVE	RTISED PRICE
Pulpwood				
Balsam Fir	4.00	Cords	\$	14.05 / Cord
Beech	3.00	Cords	\$	17.70 / Cord
Jack Pine	1,029.00	Cords	\$	44.25 / Cord
Quaking Aspen	41.00	Cords	\$	29.20 / Cord
Red Maple	23.00	Cords	\$	17.70 / Cord
Red Pine	3,423.00	Cords	\$	69.65 / Cord
White Pine	1,417.00	Cords	\$	24.65 / Cord
White Spruce	41.00	Cords	\$	19.35 / Cord

<sup>\*</sup> 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 \$16,069.00 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	6.1%
02	13.3%
03	12.4%
04	8.7%
05	5.4%
06	2.2%
07	3.1%
08	19.3%
09	7.3%
10	3.0%
11	6.6%
12	6.2%
13	6.4%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 12/31/2021.

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Jack Pine	Pulpwood	198.0	Cords	25.4	\$19,472.70
	Red Pine		146.0	Cords		
	White Pine		22.0	Cords		
2	Jack Pine	Pulpwood	2.0	Cords	23.0	\$42,859.05
	Red Pine		607.0	Cords		
	White Pine		20.0	Cords		
3	Jack Pine	Pulpwood	234.0	Cords	49.5	\$39,920.10
	Quaking Aspen		8.0	Cords		
	Red Maple		2.0	Cords		
	Red Pine		364.0	Cords		
	White Pine		160.0	Cords		
4	Jack Pine	Pulpwood	174.0	Cords	41.5	\$27,979.30
	Red Maple		2.0	Cords		
	Red Pine		222.0	Cords		
	White Pine		194.0	Cords		
5	Jack Pine	Pulpwood	7.0	Cords	54.2	\$17,344.70
	Red Maple		5.0	Cords		
	Red Pine		238.0	Cords		
	White Pine		15.0	Cords		
6	Jack Pine	Pulpwood	3.0	Cords	25.0	\$7,061.35
	Red Pine		97.0	Cords		
	White Pine		7.0	Cords		
7	Red Pine	Pulpwood	125.0	Cords	28.7	\$9,889.45
	White Pine		48.0	Cords		
8	Jack Pine	Pulpwood	5.0	Cords	41.8	\$62,227.35
	Red Maple		3.0	Cords		
	Red Pine		818.0	Cords		
	White Pine		202.0	Cords		
9	Red Pine	Pulpwood	319.0	Cords	23.9	\$23,574.10
	White Pine		55.0	Cords		
0	Red Maple	Pulpwood	1.0	Cords	6.4	\$9,513.65
	Red Pine		56.0	Cords		
	White Pine		227.0	Cords		
11	Jack Pine	Pulpwood	302.0	Cords	34.7	\$21,063.45
	Quaking Aspen		25.0	Cords		
	Red Maple		2.0	Cords		
	Red Pine		64.0	Cords		
	White Pine		84.0	Cords		
	White Spruce		21.0	Cords		
12	Balsam Fir	Pulpwood	2.0	Cords	29.7	\$19,989.80
	Beech		3.0	Cords		
	Jack Pine		74.0	Cords		
	Quaking Aspen		8.0	Cords		
	Red Maple		6.0	Cords		
	Red Pine		182.0	Cords		
	White Pine		135.0	Cords		
	White Spruce		15.0	Cords		
13	Balsam Fir	Pulpwood	2.0	Cords	36.4	\$20,486.20
	Jack Pine		30.0	Cords		
	Red Maple		2.0	Cords		
	Red Pine		185.0	Cords		
	White Pine		248.0	Cords		
	White Spruce		5.0	Cords		

#### Sale Specific Conditions & Requirements

Sale Name: 826 Pine Sale Number: 42-021-18 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 yellow paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1, 3, 4, 5, 6, 7, 11-13, all red pine and white pine trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. In addition, cut all jack pine, red maple, aspen, spruce, balsam and beech.

#### 2.1.7 - Leave tree marked unit(s) (6/14)

Within Payment Unit(s) 2 and 8-10, all trees which meet minimum piece specifications in 2.2 Utilization are designated for cutting, except do not cut any paper birch, oak, hemlock or trees marked with green paint.

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

Note that all red pine was cruised as pulp on this sale. There are sawlog sized red pine present.

#### 2.2 - Utilization

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

Stump heights within the Sale Area shall not exceed 10 inches for trees greater than 14 inches DBH and 6 inches for trees smaller than 14 inches DBH. This is in order to facilitate future planting operations.

#### 3 - Payments

#### 3.3 - Pre-measured Sales

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

Payment Unit(s) 1 - 13 may be divided at the request of the Purchaser and upon approval of the Unit Manager. Dividing Payment Units is a contract modification which requires a Timber Sale Contract Supplement.

#### 4 - Transportation

#### 4.1 - Construction

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

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

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

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

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

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. 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

#### 4.2.2 - Fill material (4/07)

To maintain roads, fill material may be needed in areas where "holes" exist or may be expected to develop. This fill material should be placed before trucking begins.

#### 4.2.4 - Grading (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. The grading equipment to be used must be approved by the Unit Manager or his/her representative.

#### 5 - Operations

#### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

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

No slash may exceed 24 inches in height.

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

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

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

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

#### 6 - Safety and Fire Prevention

#### 6.2 - Signing

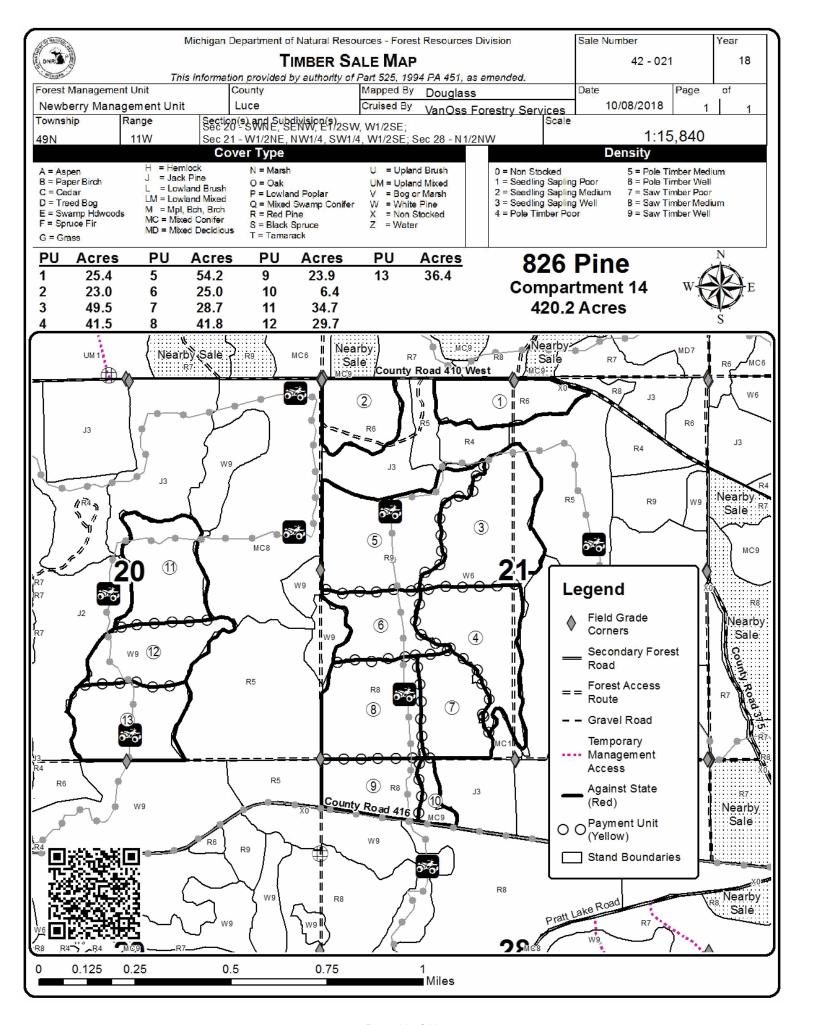
#### 6.2.1 - Road posting (9/09)

The Purchaser is responsible for posting and maintaining caution signs on County Roads 410 & 416 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 Pine Ridge ORV 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 DNR will provide these signs.

Section Name: Sale Specific Current as of 2/19/2019 2:03:59PM



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TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

#### **BID FORM**

NEWBERRY MANAGEMENT UNIT NEWBERRY OFFICE

#### September Assist Red Pine (42-018-18) T49N, R11W, SEC. 19; Luce COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on March 28, 2019, 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>	VOLUME*	<u>ADV</u>	<u>'ERTISED PRICE</u>	BID PRICE/UNIT
Pulpwood					
Jack Pine	60.00	Cords	\$	44.25/Cord	\$
Red Pine	1,403.00	Cords	\$	69.65/Cord	\$
White Pine	602.00	Cords	\$	24.65/Cord	\$

\*The volumes are statistically estimated within plus (+) or minus (-) 16.69 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 AVAILA	IF AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.							
Individual or company representative's signature: Date:								
Phone nu	hone 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.					
•	All Information must be typed or printed except for written signatures.					
Ple	lease Check Appropriate Categories:					
1.	<ol> <li>My business is organized as (you must check one of the boxes below):</li> <li>A. Sole Proprietorship (individual)</li> <li>Partnership</li> <li>Corporation</li> </ol>					
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>					
	than yourself, including family members and active partners.  Full-time Employees	e the number of <b>both</b> full-time and part-time employees, other ers (if none, you must enter "0").  Part-time Employees				
Nan	ame of Business	Federal ID (or) Social Security No.				
Address		Telephone ( )				
City	ty State	ZIP				
in f	nereby certify that the above information is true and correct. factors affecting my coverage during any of my present and  Signature of Owner or Authorized Representative	I agree to notify the Michigan DNR of any changes that occur future operations.				
Ī	Title	Date				

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

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

FEDERAL ID:

#### **BID FORM**

NEWBERRY MANAGEMENT UNIT NEWBERRY OFFICE

#### 826 Pine (42-021-18)

T49N, R11W, SEC. 16; T49N, R11W, SEC. 20; T49N, R11W, SEC. 21; T49N,

In response to the notice of sale to be held 3:00 p.m. (local time) on March 28, 2019, 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>	VOLUME*	AD\	VERTISED PRICE	BID PRICE/UNIT
Pulpwood					
Balsam Fir	4.00	Cords	\$	14.05/Cord	\$
Beech	3.00	Cords	\$	17.70/Cord	\$
Jack Pine	1,029.00	Cords	\$	44.25/Cord	\$
Quaking Aspen	41.00	Cords	\$	29.20/Cord	\$
Red Maple	23.00	Cords	\$	17.70/Cord	\$
Red Pine	3,423.00	Cords	\$	69.65/Cord	\$
White Pine	1,417.00	Cords	\$	24.65/Cord	\$
White Spruce	41.00	Cords	\$	19.35/Cord	\$

<sup>\*</sup>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.

	Company or individual bidding:				
	Company representative's name:				
	Address:				
	City:	State:	Zip:		
F AVAIL	ABLE, PLEASE PLACE THE PERSOI	NALIZED LABEL FROM	YOUR PROSPECTUS IN T	HE ABOVE BOX.	
Individual	or company representative's signatur	e:		Date:	_
Phone nu	ımber ·	Fmail (c	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



Title

#### 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 (Morker's Compensation) and

	Part 5 of Act 451 of 1994, as ame		iu .		
VE	RIFICATION OF WORKER'S DISABILITY C	OMPENSAT	ION ACT COMP	PLIANCE	
•	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 withit 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 exce	pt for written	signatures.		
Ple	ease Check Appropriate Categories:				
1.	My business is organized as (you <b>must</b> chec	ck <u>one</u> of the	boxes below):		
	A. ☐ Sole Proprietorship (individual)				
	B.   Partnership				
	C. Corporation				
2.	You <b>must</b> check <u>one</u> of the boxes below:				
	A.  I certify my business is a sole proprietorshi Worker's Compensation Laws.	p and it has no	employees but th	e sole proprietor. I am not subject to the	
	B.  I certify my business has satisfied its o bligation (BWC-337, Rev. 5/96). I will proquestions or a copy of the BWC-337, please	vide a copy of	the Notice of Excl	usion within 21 days of the contract award. (For	
	C.  I certify my business has a Worker's Compone (21) days of the contract award.	ensation Polic	y. I will provide ar	original Certificate of Insurance within twenty-	
3.	If you have checked item 2(A) or 2(B), you than yourself, including family members and			f <b>both</b> full-time and part-time employees, other must enter "0").	
	Full-time Employ	(PPS		Part-time Employees	
	r un une Employ	CC3		r art ame Employees	
Nam	ne of Business		Federal ID (or) So	ocial Security No.	
Add	ress		Telephone		
			( )		
City	State	е	ZIP		
	ereby certify that the above information is true actors affecting my coverage during any of my			the Michigan DNR of any changes that occur	
11 10	actors affecting my coverage during any or my	present and	ruture operation	13.	
_					
S	Signature of Owner or Authorized Representative				

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

Date

#### **BID FORM**

NEWBERRY MANAGEMENT UNIT NEWBERRY OFFICE

#### Forgotten Line Red Pine (42-019-18)

T49N, R11W, SEC. 27; T49N, R11W, SEC. 28; Luce COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on March 28, 2019, 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 VOLUMI	<u>*</u> <u>A</u> [	DVERTISED PRICE	<b>BID PRICE/UNIT</b>
Pulpwood		_		-
Jack Pine	13.00 Cords	\$	44.25/Cord	\$
Red Pine	730.00 Cords	\$	69.65/Cord	\$
White Pine	114.00 Cords	\$	24.65/Cord	\$

\*The volumes are statistically estimated within plus (+) or minus (-) 15.10 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 SOCI	AL SECURITY NUMBER:_		
	Company or individual bidding:_				
	Company representative's name	e:			
	Address:				
	City:	State:	Zip:		
IF AVAILA	ABLE, PLEASE PLACE THE PER	RSONALIZED LABE	EL FROM YOUR PROSPEC	CTUS IN THE ABOVE BOX.	
Individual	dividual or company representative's signature: Date:				
Phone nu	Phone 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.				
•	All Information must be typed or printed except for written signatures.				
PΙε	ase 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> </ul>				
	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.				
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 EmployeesPart-time Employees				
Nan	e of Business Federal ID (or) Social Security No.				
Add	Telephone ( )				
City	State ZIP				
in f	ereby certify that the above information is true and correct. I agree to notify the Michigan DNR of any changes that occur actors affecting my coverage during any of my present and future operations.				
ξ	signature of Owner or Authorized Representative				
ī	itle Date				

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

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