

DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

TIMBER SALE PROSPECTUS #5838

SCHEDULED SALE DATE AND TIME: 3:00 p.m. (local time) on February 13, 2017. LOCATION: GWINN MGMT UNIT, 410 WEST M-35, GWINN, MI 49841.

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

BBR Breakup Pine (32-101-16)

Marquette County, Advertised Price \$45,347.10, 82.6 Acres, Jack Pine, Red Pine.

SALE NOTE: Review specification 2.2.6 regarding the roundwood operation requirement. Review specification 4.3.1 & 4.3.2 regarding working next to a Public R-O-W. Review specification 5.2.20 regarding equipment width.

Wildcat Aspen (32-106-16)

Marguette County, Advertised Price \$9,784.05, 10.1 Acres, Aspen, Paper Birch.

SALE NOTE: The only access for this sale is across private lands. The ski trail is not to be used for any operations and may only be crossed for hauling.

A recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Certain restrictions/specifications may be applicable including time restrictions. Access may be through other public land.

Night Light Pine (32-117-16)

Marquette County, Advertised Price \$36,009.40, 65.7 Acres, Jack Pine, Red Pine.

SALE NOTE: Please review specifications regarding the ski trail. This sale is operable during spring breakup. A MDOT driveway permit will be needed to access the sale from M-553.

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.

Husky Wolverine Sale (32-118-16)

Marquette County, Advertised Price \$37,031.30, 71.2 Acres, Jack Pine, Red Pine.

SALE NOTE: Please review sale specs regarding Blueberry Ridge Ski Trail. Significant work may be needed after the harvest to rehab the trail. Also please note that operations in unit 1 and 2 are limited to the snow free season. There is an access gate to unit 1 and 2. This gate will be required to be closed at all times. Due to high residual BA the bark slippage spec is included in the sale for unit 1.

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. 09/02/2016):

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

Bids must be received by the Unit Manager, GWINN OFFICE, 410 WEST M-35, GWINN, MI 49841, no later than 3:00 p.m. (local time) on February 13, 2017. For further information concerning this sale, contact Tom Seablom at 906-346-9201.

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 (9/14)

Additional conditions and requirements common to all timber sales are listed on the timber sale contract (R4031) and are available on line at www.michigan.gov/timber. Contact the Unit Manager for additional information or a sample contract. Within 21 days of the date of the award letter, the bidder must sign the contract and provide the required down payment, performance security, and verification of worker's disability compensation. The down payment and performance security shall be in accordance with the provisions of the timber sale contract, in the sums stated in this prospectus. If these actions are not taken, then the Bidder, the Bidder's corporation, and the corporation's principals may not be permitted to bid on State timber sales for a period of 1 year. In addition, the Bidder certifies that if awarded this contract, the Bidder will complete the timber sale contract in accordance with its terms and any modifications thereof including requirements to purchase, cut, and remove the included timber by the expiration date.

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

Before submitting this bid, the Bidder is advised and cautioned to inspect the sale area, review the requirements of the sale contract, and take other steps as may be reasonably necessary to ascertain the location, estimated volumes, construction estimates, and operating costs of the proposed sale. Failure to do so will not relieve the Bidder from responsibility for completing the contract.

The Bidder warrants that this bid is submitted solely on the basis of the Bidder's examination and inspection of the quality and quantity of the timber offered for sale and the Bidder's opinion of the value thereof and the costs of recovery. No reliance should be placed on the State of Michigan's estimates of timber quality, quantity or costs of recovery. Bidder further acknowledges that the State of Michigan: (i) expressly disclaims any warranty of fitness of timber for any purpose; (ii) offers this timber as is without any warranty of quality (merchantability) or quantity and (iii) expressly disclaims any warranty as to the quantity or quality of timber sold.

11. Certification and Chain-of-Custody (10/14)

Unless otherwise indicated in the contract under section 7 – Other Conditions of the Sale Specific Conditions & Requirements, the area encompassed by this timber sale is certified to the standards of the Forest Stewardship Council (FSC) - Certificate #SCS-FM/COC-00090N and the Sustainable Forestry Initiative (SFI) - Certificate #NSF-SFIS-5Y031-SF5. Forest products from this sale may be delivered to the mill as "FSC 100% and / or SFI certified" as long as the contractor hauling the forest products is chain-of-custody (COC) certified or covered under a COC certificate from the destination mill. The purchaser is responsible for maintaining COC after leaving the sale area.

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

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

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

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

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

- a. That the Bidder and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from timber sales (covered transactions) by any Federal department or agency.
- b. That the Bidder and its principals have not within a 3-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

- c. That the Bidder and its principals are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph b of this certification.
- d. That the Bidder and its principals have not within a 3-year period preceding this bid had one or more public transactions (Federal, State, or local) terminated for breach or default of a timber or forest product contract.

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

KEITH CREAGH Director

TIMBER SALE INFORMATION

BBR Breakup Pine (32-101-16)

Marquette County (Advertised Price \$45,347.10)

SALE NOTE: Review specification 2.2.6 regarding the roundwood operation requirement. Review specification 4.3.1 & 4.3.2 regarding working next to a Public R-O-W. Review specification 5.2.20 regarding equipment width.

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

PRODUCTS & SPECIES	ESTIMATED UNITS*		<u>ADV</u>	ADVERTISED PRICE		
Sawtimber						
Red Pine	6.80	MBF	\$	263.00 / MBF		
Pulpwood						
Jack Pine	261.00	Cords	\$	40.25 / Cord		
Paper Birch	9.00	Cords	\$	34.40 / Cord		
Quaking Aspen	3.00	Cords	\$	34.30 / Cord		
Red Maple	17.00	Cords	\$	28.80 / Cord		
Red Pine	539.00	Cords	\$	59.65 / Cord		

^{*} The total volume is statistically estimated within plus (+) or minus (-) 17.91 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 \$2,267.00 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.
- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 11/30/2019.

Description of Timber by Payment Unit (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Red Pine	Sawtimber	0.1	MBF	20.8	\$5,574.95
	Jack Pine	Pulpwood	9.0	Cords		
	Paper Birch		2.0	Cords		
	Red Maple		12.0	Cords		
	Red Pine		80.0	Cords		
2	Red Pine	Sawtimber	5.4	MBF	27.4	\$13,573.20
	Jack Pine	Pulpwood	106.0	Cords		
	Paper Birch		3.0	Cords		
	Red Maple		1.0	Cords		
	Red Pine		130.0	Cords		
3	Red Pine	Sawtimber	1.3	MBF	34.4	\$26,198.95
	Jack Pine	Pulpwood	146.0	Cords		
	Paper Birch		4.0	Cords		
	Quaking Aspen		3.0	Cords		
	Red Maple		4.0	Cords		
	Red Pine		329.0	Cords		
		TOTAL:	6.8	MBF		
		TOTAL:	829.0	Cords		

Sale Specific Conditions & Requirements

Sale Name: BBR Breakup Pine Sale Number: 32-101-16 Seq#: 1

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (1/14)

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

2 - Timber Specifications

2.1 - Included Timber

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

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

2.2 - Utilization

2.2.6 - Roundwood operation required (5/07)

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

4 - Transportation

4.1 - Construction

4.1.4 - Timber removed for construction (12/09)

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

4.1.6 - Road construction (1/09)

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

4.1.7 - Road closure (10/11)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. In general, this will require the construction of berms, stumps, and slash to close the road. All stumps from road building and landing construction must be reserved to block any newly constructed roads upon completion of the sale. These stumps must be scattered along the road system to prohibit vehicular movement. Contact the sale administrator for specific details of design and placement.

4.2 - Maintenance

4.2.1 - Hauling restriction (12/08)

Hauling may be restricted on forest roads by the sale administrator. The restriction may occur during spring breakup or wet weather conditions.

4.2.4 - Grading (12/14)

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

representative.

4.2.5 - Two wheel drive condition (2/04)

All existing trail roads on and adjacent to the sale area must be passable by two-wheel drive traffic for the duration of the sale.

4.3 - Public Right-of-Way

4.3.1 - MDOT R-O-W (11/14)

The Michigan Department of Transportation (MDOT) must be contacted prior to harvesting timber within the MDOT right-of-way. The purchaser is responsible for contacting MDOT. This applies for all Payment Units of the timber sale.

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

The county must be contacted prior to crossing or harvesting along the county road R-O-W. The purchaser is responsible for contacting the County Road Commission. This applies to Payment Unit 1.

5 - Operations

5.1 - Notification

5.1.1 - Pre-sale conference (10/11)

A pre-sale conference between the Purchaser and sale administrator is required prior to beginning any operations. The sale administrator must be contacted at least 3 business days in advance to schedule the conference.

5.1.4 - Post-sale conference (6/11)

A post-sale conference on site between the Purchaser and sale administrator is required 3 business days prior to the completion of active logging operations to determine clean-up and repair of landings, road edges, and the fulfillment of other contract specifications.

5.2 - Conduct of Operations

5.2.3 - 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.

5.2.20 - Equipment width (2/04)

Equipment used to remove designated rows must be capable of moving through cut rows without damaging residual trees.

5.2.31 - Landing locations (9/13)

In general, landings are limited to a "T" turnaround which will accommodate a truck with a 50 foot trailer.

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.

5.2.37 - No decking areas (12/08)

No decking is allowed along County Rd NY or within 50' of M-553 R-O-W.

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

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

5.4 - Soil Protection

5.4.1 - Rutting restriction, general (7/16)

Operations are to cease immediately if equipment and weather conditions result in rutting of roads and/or skid trails which is

12 inches or greater in depth and 50 feet in length. The Unit Manager or his/her representative may restrict hauling and/or skidding if ruts exceed the specified depth. With the Unit Manager or his/her representative's approval, the Purchaser may return to the area when the risk of rutting has decreased.

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 (9/09)

The Purchaser is responsible for posting and maintaining caution signs on M-553 and County Rd NY 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

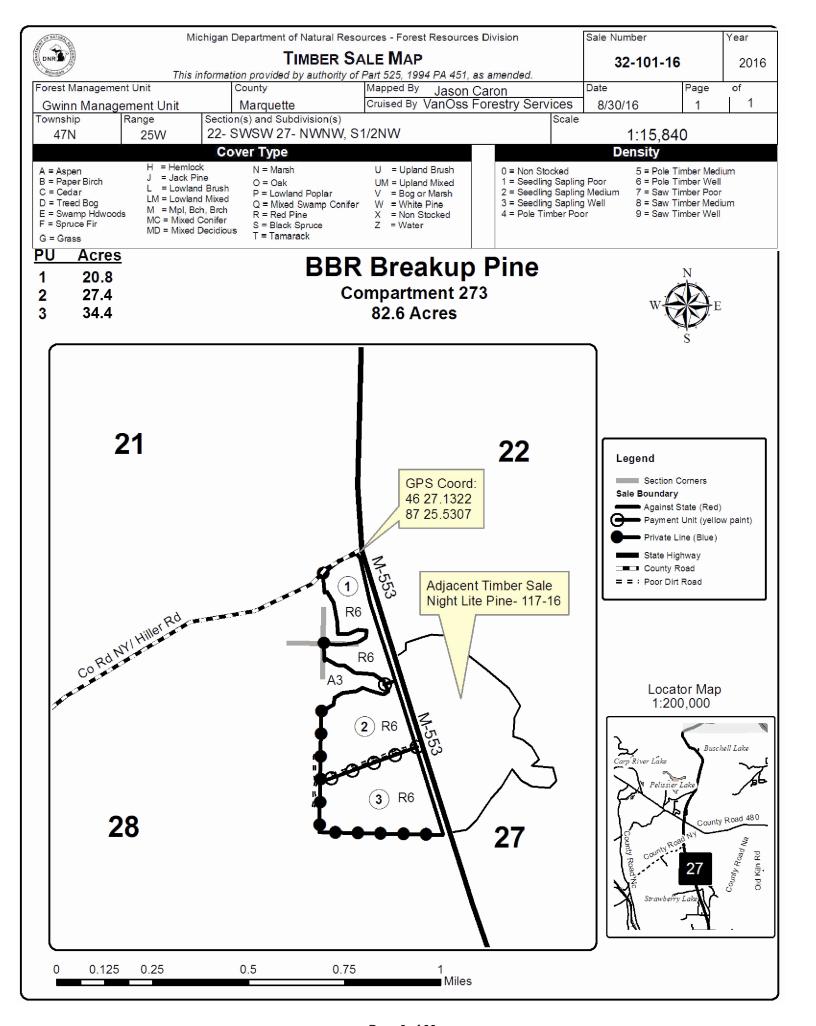
7.3 - Contract Modifications

7.3.1 - Emerald Ash Borer

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

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

Section Name: Sale Specific Current as of 1/11/2017 2:41:26PM



TIMBER SALE INFORMATION

Wildcat Aspen (32-106-16)

Marquette County (Advertised Price \$9,784.05)

SALE NOTE: The only access for this sale is across private lands. The ski trail is not to be used for any operations and may only be crossed for hauling.

A recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Certain restrictions/specifications may be applicable including time restrictions. Access may be through other public land.

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

PRODUCTS & SPECIES	ESTIMATE	D UNITS*	<u>ADVE</u>	ERTISED PRICE
Sawtimber				
Red Pine	3.90	MBF	\$	263.00 / MBF
Pulpwood				
Balsam Fir	2.00	Cords	\$	35.10 / Cord
Jack Pine	4.00	Cords	\$	40.25 / Cord
Mixed Aspen	165.00	Cords	\$	34.30 / Cord
Paper Birch	74.00	Cords	\$	34.40 / Cord
Red Pine	1.00	Cords	\$	59.65 / Cord
White Spruce	8.00	Cords	\$	32.80 / Cord

^{*} The total volume is statistically estimated within plus (+) or minus (-) 31.13 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 \$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.
- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 05/31/2020.

Description of Timber by Payment Unit (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Red Pine	Sawtimber	3.9	MBF	10.1	\$9,784.05
	Balsam Fir	Pulpwood	2.0	Cords		
	Jack Pine		4.0	Cords		
	Mixed Aspen		165.0	Cords		
	B. T. Aspen		56.0	Cords		
	Quaking Aspen		109.0	Cords		
	Paper Birch		74.0	Cords		
	Red Pine		1.0	Cords		
	White Spruce		8.0	Cords		
		TOTAL:	3.9	MBF		
		TOTAL:	254.0	Cords		

Sale Specific Conditions & Requirements

Sale Name: Wildcat Aspen Sale Number: 32-106-16 Seq#: 1

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (1/14)

The sale boundary and is marked and identified by red paint. Exterior sale boundary lines against state are marked with red paint. The painted boundary line trees are Included Timber if directly adjacent to the ski trail and if designated in spec. 2.1.1. All other painted boundary trees 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 DO NOT CUT maple, oak, hemlock, or white pine.

2.1.9 - Harvest exception (12/08)

Do not cut any maple trees other than those that are necessary to remove in order to operate within the sale area. Every effort must be made to preserve the existing maple and to leave an intact stand upon sale completion. All cut maple shall be piled separately by products and scaled in the woods unless other scaling arrangements are agreed to by the Unit Manager or his/her representative. Stumpage price for maple shall be \$60.00 per cord for pulpwood, and \$350.00 per cord for bolts and sawlogs.

2.1.15 - Hazard trees near roads (7/13)

Cut and remove all standing dead trees within 100 feet of the cleared portion of ski trails. These trees may be utilized.

3 - Payments

3.4 - Damaged Timber

3.4.1 - Damaged timber (6/14)

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured. No damage is acceptable to merchantable trees. Within the sale area, if more than 10% 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.

4.1.4 - Timber removed for construction (12/09)

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

4.1.6 - Road construction (1/09)

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

4.1.7 - Road closure (10/11)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth. Stumps and brush must be placed along the remainder of the trail. These roads must be rendered impassable to cars and trucks. All stumps from road building and landing construction must be reserved to block any newly constructed roads upon completion of the sale. These stumps must be scattered along the road system to prohibit vehicular movement. Contact the sale administrator for specific details of design and placement.

4.2 - Maintenance

4.2.4 - Grading (12/14)

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.

4.4 - Access

4.4.1 - Private property access (3/11)

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

5 - Operations

5.1 - Notification

5.1.1 - Pre-sale conference (10/11)

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations to determine landing and road locations. The sale administrator must be contacted at least 3 business days in advance to schedule the conference.

5.1.4 - Post-sale conference (6/11)

A post-sale conference on site between the Purchaser and sale administrator is required 3 business days prior to the completion of active logging operations to determine clean-up and repair of landings, road edges, and the fulfillment of other contract specifications.

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.1 - Slash within sale area (2/04)

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

5.2.1.8 - Slash height (12/08)

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

5.2.2 - Hazard Trees/Snags

5.2.2.1 - Den trees (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

5.2.3.1 - Operating restrictions (9/11)

Within Payment Unit(s) 1, unless changed by written agreement, cutting, skidding, and hauling are not permitted during the period of November 1 to April 1. This restriction is to protect the Blueberry Ridge Ski Trail (Wildcat Loop).

5.2.3.3 - Bark slippage restriction (3/09)

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

5.2.31 - Landing locations (9/13)

In general, landings are limited to a "T" turnaround which will accommodate a truck with a 50 foot trailer.

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.

5.2.37 - No decking areas (12/08)

No decking is allowed within 50 feet of the Blueberry Ridge Ski Trail (Wildcat Loop) without permission from the sale administrator.

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

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

5.2.40 - Pathway protection (10/10)

Blueberry Ridge Ski Trail (Wildcat Loop) is a skiing and hiking trail and is shown on the Timber Sale Map. Do not cut trees or damage posts with blue pathway markers. Maintain a 20-foot wide slash, debris, and rut free zone daily, using the pathway as the centerline. Do not run equipment down the pathway. Hauling across the trail may only occur in locations approved by the sale administrator.

5.4 - Soil Protection

5.4.1 - Rutting restriction, general (7/16)

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

5.4.2 - 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.

5.8 - 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 Blueberry Ridge Ski Trail (Wildcat Loop) prior to beginning operations. The trail must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic at both ends of the trail. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

7 - Other Conditions

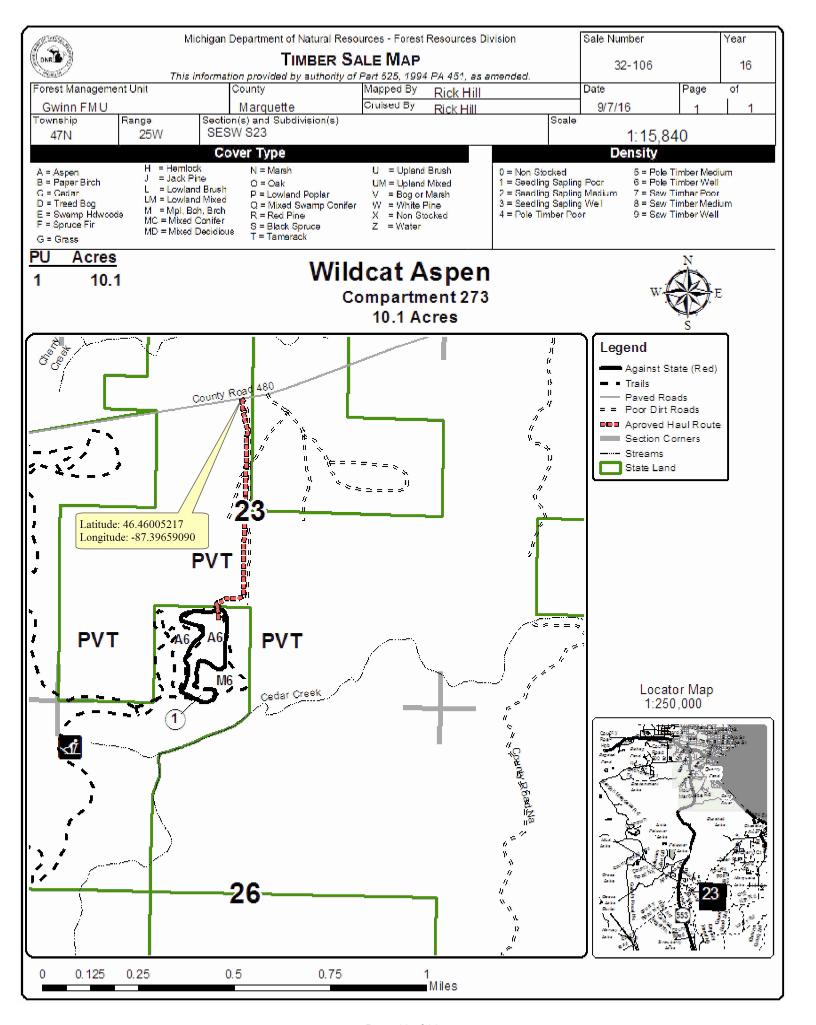
7.3 - Contract Modifications

7.3.1 - Emerald Ash Borer

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

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

Section Name: Sale Specific Current as of 1/12/2017 8:02:03AM



TIMBER SALE INFORMATION

Night Light Pine (32-117-16)

Marquette County (Advertised Price \$36,009.40)

SALE NOTE: Please review specifications regarding the ski trail. This sale is operable during spring breakup. A MDOT driveway permit will be needed to access the sale from M-553.

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	<u>ESTIMATE</u>	ESTIMATED UNITS*		ADVERTISED PRICE	
Pulpwood					
Jack Pine	225.00	Cords	\$	40.25 / Cord	
Mixed Aspen	76.00	Cords	\$	34.30 / Cord	
Paper Birch	2.00	Cords	\$	34.40 / Cord	
Red Pine	407.00	Cords	\$	59.65 / Cord	

^{*} The total volume is statistically estimated within plus (+) or minus (-) 12.05 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of \$1,800.00 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.
- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 05/31/2020.

Description of Timber by Payment Unit (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Jack Pine	Pulpwood	30.0	Cords	8.4	\$3,911.15
	Mixed Aspen	·	11.0	Cords		
	B. T. Aspen		11.0	Cords		
	Red Pine		39.0	Cords		
2	Jack Pine	Pulpwood	31.0	Cords	14.8	\$7,452.85
	Mixed Aspen		7.0	Cords		
	Quaking Aspen		7.0	Cords		
	Red Pine		100.0	Cords		
3	Jack Pine	Pulpwood	118.0	Cords	25.7	\$12,957.60
	Mixed Aspen		46.0	Cords		
	B. T. Aspen		16.0	Cords		
	Quaking Aspen		30.0	Cords		
	Paper Birch		2.0	Cords		
	Red Pine		110.0	Cords		
4	Jack Pine	Pulpwood	46.0	Cords	16.8	\$11,687.80
	Mixed Aspen		12.0	Cords		
	Quaking Aspen		12.0	Cords		
	Red Pine		158.0	Cords		
		TOTAL:	710.0	Cords		

Sale Specific Conditions & Requirements

Sale Name: Night Light Pine Sale Number: 32-117-16 Seq#: 1

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (1/14)

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

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1, 2, 3, and 4, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

3 - Payments

3.4 - Damaged Timber

3.4.1 - Damaged timber (6/14)

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

4 - Transportation

4.1 - Construction

4.1.3 - Slash and earthen piles (8/04)

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

4.1.4 - Timber removed for construction (12/09)

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

4.1.6 - Road construction (1/09)

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

4.1.7 - Road closure (10/11)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth. Stumps and brush must be placed along the remainder of the trail. These roads must be rendered impassable to cars and trucks. All stumps from road building and landing construction must be reserved to block any newly constructed roads upon completion of the sale. These stumps must be scattered along the road system to prohibit vehicular movement. Contact the sale administrator for specific details of design and placement.

4.1.11 - Permits (2/12)

The Purchaser will secure any necessary highway permits that may be required.

4.2 - Maintenance

4.2.4 - Grading (12/14)

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.

4.3 - Public Right-of-Way

4.3.1 - MDOT R-O-W (11/14)

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

4.4 - Access

4.4.3 - Access gate (12/08)

The access gate must be locked at all times. This is to prevent someone other than the Purchaser from going through the gate and being locked in.

5 - Operations

5.1 - Notification

5.1.1 - Pre-sale conference (10/11)

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations to determine landing and road locations. The sale administrator must be contacted at least 3 business days in advance to schedule the conference.

5.1.4 - Post-sale conference (6/11)

A post-sale conference on site between the Purchaser and sale administrator is required 5 business days prior to the completion of active logging operations to determine clean-up and repair of landings, road edges, and the fulfillment of other contract specifications.

5.1.6 - Utility R.O.W. (1/15)

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

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.8 - Slash height (12/08)

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

5.2.3 - Operating Restrictions

5.2.3.1 - Operating restrictions (9/11)

Within Payment Unit(s) 3 and 4, unless changed by written agreement, cutting, skidding, and hauling are not permitted during the period of 11/1 to 4/30. This restriction is to protect the Blueberry Ridge Ski Trail (Lighted Loop).

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.

5.2.20 - Equipment width (2/04)

Equipment used must be capable of moving through cut rows without damaging residual trees.

5.2.31 - Landing locations (9/13)

In general, landings are limited to a "T" turnaround which will accommodate a truck with a 50 foot trailer.

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.

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

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

5.2.40 - Pathway protection (10/10)

The Blueberry Ridge Ski Trail (Lighted Loop) is a skiing and hiking trail and is shown on the Timber Sale Map. Do not cut trees or damage posts with blue pathway markers. Maintain a 20-foot wide slash, debris, and rut free zone daily, using the pathway as the centerline. The ski trail may not be used for any timber sale operations from December 1 to March 31. The trail may only be used for hauling with approval of the sale administrator. Do not run equipment down the trail. 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 is used for hauling or other operations, hills and areas prone to erosion must be seeded and stabilized with mulch and secured by biodegradable netting prevent erosion. Skidding across the trail may only occur in locations approved by the sale administrator.

5.4 - Soil Protection

5.4.1 - Rutting restriction, general (7/16)

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

5.4.2 - 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.

5.5 - Protection of Improvements

5.5.3 - Protection of improvements detail (10/13)

Light poles, lines and any other equipment associated with the lighting system for the ski trail shall be protected during operations.

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 (9/09)

The Purchaser is responsible for posting and maintaining caution signs on M-553 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 Blueberry Ridge Ski Trail (Lighted Loop) prior to beginning operations. The trail must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic at both ends of the trail. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

7 - Other Conditions

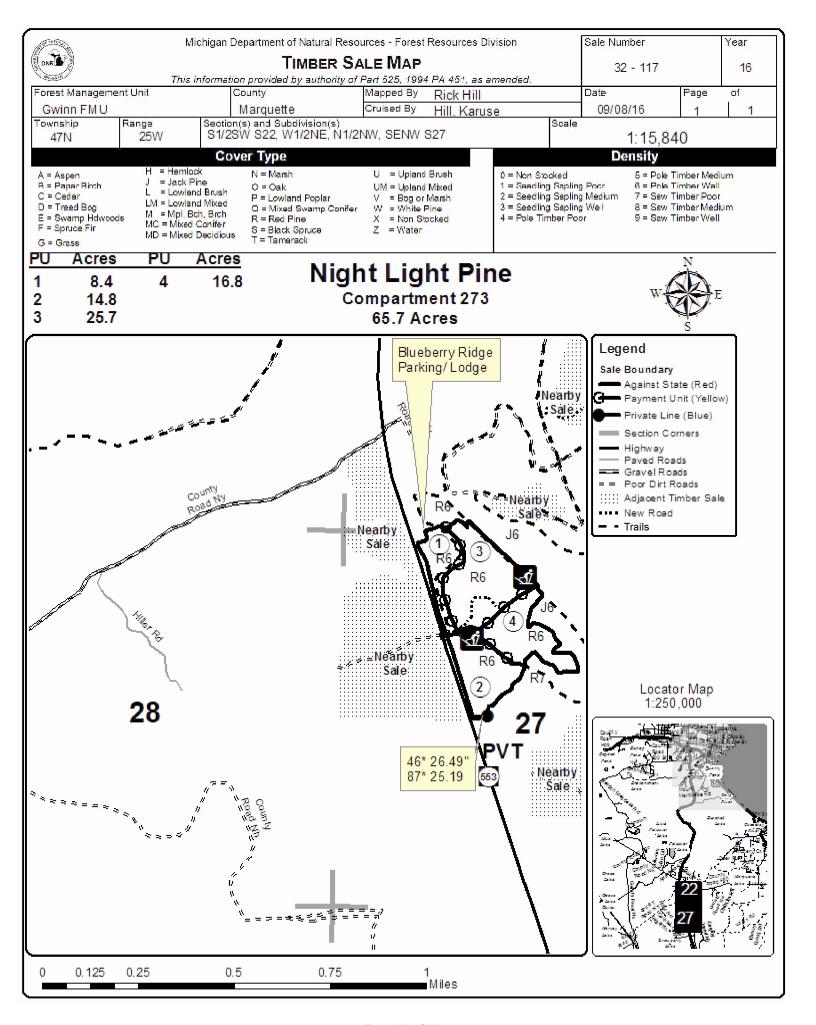
7.3 - Contract Modifications

7.3.1 - Emerald Ash Borer

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

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

Section Name: Sale Specific Current as of 1/11/2017 3:36:10PM



TIMBER SALE INFORMATION

Husky Wolverine Sale (32-118-16)

Marquette County (Advertised Price \$37,031.30)

SALE NOTE: Please review sale specs regarding Blueberry Ridge Ski Trail. Significant work may be needed after the harvest to rehab the trail. Also please note that operations in unit 1 and 2 are limited to the snow free season. There is an access gate to unit 1 and 2. This gate will be required to be closed at all times. Due to high residual BA the bark slippage spec is included in the sale for unit 1.

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	ESTIMATE	D UNITS*	<u>adve</u>	ERTISED PRICE
Sawtimber				
Red Pine	6.10	MBF	\$	263.00 / MBF
White Pine	0.80	MBF	\$	72.00 / MBF
Pulpwood				
Jack Pine	309.00	Cords	\$	40.25 / Cord
Mixed Aspen	87.00	Cords	\$	34.30 / Cord
Paper Birch	16.00	Cords	\$	34.40 / Cord
Red Maple	6.00	Cords	\$	28.80 / Cord
Red Oak	12.00	Cords	\$	19.10 / Cord
Red Pine	297.00	Cords	\$	59.65 / Cord
White Pine	20.00	Cords	\$	36.10 / Cord
White Spruce	17.00	Cords	\$	32.80 / Cord

^{*} The total volume is statistically estimated within plus (+) or minus (-) 15.40 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of \$1,852.00 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.
- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 05/31/2020.

Description of Timber by Payment Unit (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Red Pine	Sawtimber	4.9	MBF	31.0	\$12,821.40
	White Pine		0.8	MBF		
	Jack Pine	Pulpwood	66.0	Cords		
	Mixed Aspen		77.0	Cords		
	B. T. Aspen		34.0	Cords		
	Quaking Aspen		43.0	Cords		
	Paper Birch		15.0	Cords		
	Red Maple		2.0	Cords		
	Red Oak		12.0	Cords		
	Red Pine		78.0	Cords		
	White Pine		20.0	Cords		
2	Jack Pine	Pulpwood	90.0	Cords	8.4	\$4,363.90
	Mixed Aspen		2.0	Cords		
	Quaking Aspen		2.0	Cords		
	Red Maple		4.0	Cords		
	White Spruce		17.0	Cords		
3	Red Pine	Sawtimber	1.2	MBF	27.5	\$16,512.60
	Jack Pine	Pulpwood	77.0	Cords		
	Paper Birch		1.0	Cords		
	Red Pine		219.0	Cords		
4	Jack Pine	Pulpwood	76.0	Cords	4.3	\$3,333.40
	Mixed Aspen		8.0	Cords		
	Quaking Aspen		8.0	Cords		
		TOTAL:	6.9	MBF		
		TOTAL:	764.0	Cords		

Sale Specific Conditions & Requirements

Sale Name: Husky Wolverine Sale Sale Number: 32-118-16 Seq#: 1

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (1/14)

The sale boundary and Payment Unit boundaries are marked and identified by blue, red and yellow paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint. The painted boundary line trees are Included Timber if directly adjacent to the ski trail and if designated in 2.1 - Included Timber below. All other painted boundary trees are to be protected

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1, 2, and 4, cut all trees which meet minimum piece specifications in 2.2 Utilization except red pine, white pine, and oak. In addition, within Payment Unit 1, red pine, white pine, and oak are designated for cutting when marked in orange above and below stump height.

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

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

2.1.15 - Hazard trees near roads (7/13)

Cut and remove all standing dead trees within 100 feet of the cleared portion of ski trails These trees may be utilized.

2.2 - Utilization

2.2.3 - Stump heights (4/07)

Stump heights within Payment Unit(s) 2 shall not exceed 12 inches for trees greater than 10 inches DBH and 4 inches for trees smaller than 10 inches DBH. This is in order to facilitate planting operations.

3 - Payments

3.4 - Damaged Timber

3.4.1 - Damaged timber (6/14)

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured.

No damage is acceptable to merchantable trees. Within the sale area, if more than 10% 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.

4.1.4 - Timber removed for construction (12/09)

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

4.1.6 - Road construction (1/09)

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

4.1.7 - Road closure (10/11)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth. Stumps and brush must be placed along the remainder of the trail. These roads must be rendered impassable to cars and trucks. All stumps from road building and landing construction must be reserved to block any newly constructed roads upon completion of the sale. These stumps must be scattered along the road system to prohibit vehicular movement. Contact the sale administrator for specific details of design and placement.

4.2 - Maintenance

4.2.1 - Hauling restriction (12/08)

Hauling may be restricted on forest roads by the sale administrator. This restriction may be on ski trails and Old 553. The restriction may occur during wet weather conditions.

4.2.4 - Grading (12/14)

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.

4.3 - 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. This applies to Co Rd. Nap within Payment Unit 4.

4.4 - Access

4.4.3 - Access gate (12/08)

The access gate must be locked at all times. This is to prevent someone other than the Purchaser from going through the gate and being locked in.

5 - Operations

5.1 - Notification

5.1.1 - Pre-sale conference (10/11)

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations to determine landing and road locations. The sale administrator must be contacted at least 3 business days in advance to schedule the conference.

5.1.4 - Post-sale conference (6/11)

A post-sale conference on site between the Purchaser and sale administrator is required 3 business days prior to the completion of active logging operations to determine clean-up and repair of landings, road edges, and the fulfillment of other contract specifications.

5.1.6 - Utility R.O.W. (1/15)

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

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.1 - Slash within sale area (2/04)

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

5.2.1.8 - Slash height (12/08)

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

5.2.1.11 - Slash for reforestation (5/07)

To facilitate reforestation, within Payment Unit(s) 2 and 4 shall be left with slash evenly distributed. Bunched tops within the cutting area shall be broken up and scattered. Stumps shall be cut low to the ground. Processing sites shall not be left with a compacted layer of slash; tops from these sites shall be hauled back into the cut area and scattered.

5.2.2 - Hazard Trees/Snags

5.2.2.1 - Den trees (2/04)

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

5.2.3 - Operating Restrictions

5.2.3.1 - Operating restrictions (9/11)

Within Payment Unit(s) 1 and 2, unless changed by written agreement, cutting, skidding, and hauling are not permitted during the period of November 1 to April 1. This restriction is because ski trail use for sale operations.

5.2.3.3 - Bark slippage restriction (3/09)

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

5.2.3.6 - 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.

5.2.20 - Equipment width (2/04)

Equipment used to remove designated rows must be capable of moving through cut rows without damaging residual trees.

5.2.31 - Landing locations (9/13)

In general, landings are limited to a "T" turnaround which will accommodate a truck with a 50 foot trailer.

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.

5.2.37 - No decking areas (12/08)

No decking is allowed within 50 feet of the ski trial or Co. Rd. Nap without permission of the Unit Manager or his/her representative.

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

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

5.2.40 - Pathway protection (10/10)

The Blueberry Ridge Ski Trail (Wolverine and Husky Loops) is a skiing and hiking trail and is shown on the Timber Sale Map. Do not cut trees or damage posts with blue pathway markers. Maintain a 20-foot wide slash, debris, and rut free zone daily, using the pathway as the centerline. Skidding across the trail may only occur in locations approved by the sale administrator. Ski trails used during sale operations must be graded after harvest operations. Slopes and areas with risk of erosion must be seeded and mulched, and have mulch secured by netting.

5.4.1 - Rutting restriction, general (7/16)

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

5.4.2 - 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.

5.5 - Protection of Improvements

5.5.3 - Protection of improvements detail (10/13)

Light poles, lines and any other equipment associated with the lighting system for the ski trail shall be protected during operations.

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 (9/09)

The Purchaser is responsible for posting and maintaining caution signs on Co. Rd. Nap 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 Blueberry Ridge Ski Trail (Wolverine and Husky Loops) prior to beginning operations. The trail must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic at both ends of the trail. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

7 - Other Conditions

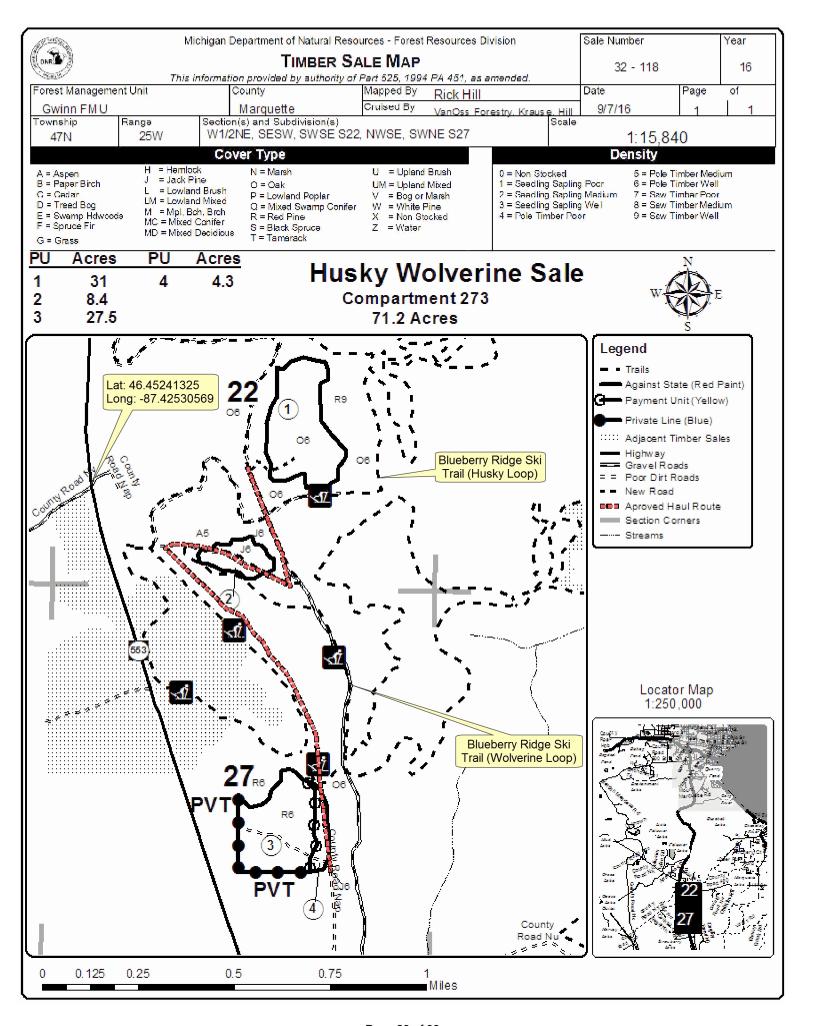
7.3 - Contract Modifications

7.3.1 - Emerald Ash Borer

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

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

Section Name: Sale Specific Current as of 1/12/2017 8:42:41AM



FEDERAL ID:

BID

GWINN MANAGEMENT UNIT GWINN OFFICE

BBR Breakup Pine (32-101-16) ; Marquette COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on February 13, 2017, 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 Sawtimber	<u>ESTIMATED</u>	VOLUME*	<u>AD</u>	VERTISED PRICE	BID PRICE
Red Pine	6.80	MBF	\$	263.00/MBF	\$
Pulpwood					
Jack Pine	261.00	Cords	\$	40.25/Cord	\$
Paper Birch	9.00	Cords	\$	34.40/Cord	\$
Quaking Aspen	3.00	Cords	\$	34.30/Cord	\$
Red Maple	17.00	Cords	\$	28.80/Cord	\$
Red Pine	539.00	Cords	\$	59.65/Cord	\$

*The volumes are statistically estimated within plus (+) or minus (-) 17.91 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.

	Company or individual bidding:						
	Company representative's name:						
	Address:			_			
	City:	_ State:	Zip:				
IF AVAIL	F AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.						
Individual	ndividual or company representative's signature: Date:						
Phone nu	ımher ·	Email	(ontional):				

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



Michigan Department of Natural Resources Forest Resources Division

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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

1. My business is organized as (you **must** check one of the boxes below):

A.

Sole Proprietorship (individual)

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:

	B. Partnership				
	C. Corporation				
2. You must check <u>one</u> of the boxes below:					
	 A. I certify my business is a sole proprietorship and it ha Worker's Compensation Laws. 	s no employees but the sole proprietor. I am not subject to the			
		Worker's Compensation Act through the use of an approved Notice of y of the Notice of Exclusion within 21 days of the contract award. (For Worker's Compensation Bureau at 517-322-1195).			
	C. I certify my business has a Worker's Compensation F one (21) days of the contract award.	Policy. I will provide an original Certificate of Insurance within twenty-			
3.	 If you have checked item 2(A) or 2(B), you must indicate the number of both full-time and part-time employees, oth than yourself, including family members and active partners (if none, you must enter "0"). 				
	Full-time Employees	Part-time Employees			
Nam	Name of Business	Federal ID (or) Social Security No.			
۸۸۸	Address	Telephone			
-\uu	-uui 633	()			
City	City State	ZIP			
. ,	Cuit				
in fa	I hereby certify that the above information is true and correin factors affecting my coverage during any of my present Signature of Owner or Authorized Representative	ect. I agree to notify the Michigan DNR of any changes that occu and future operations.	r		
T	Title	Date			

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

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

BID

GWINN MANAGEMENT UNIT GWINN OFFICE

Husky Wolverine Sale (32-118-16) ; Marquette COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on February 13, 2017, 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>AD'</u>	VERTISED PRICE	BID PRICE	
1	Sawtimber						
١	Red Pine	6.10	MBF	\$	263.00/MBF	\$	_
١	White Pine	0.80	MBF	\$	72.00/MBF	\$	_
١	Pulpwood						
١	Jack Pine	309.00	Cords	\$	40.25/Cord	\$	_
1	Mixed Aspen	87.00	Cords	\$	34.30/Cord	\$	_
١	Paper Birch	16.00	Cords	\$	34.40/Cord	\$	_
١	Red Maple	6.00	Cords	\$	28.80/Cord	\$	_
١	Red Oak	12.00	Cords	\$	19.10/Cord	\$	_
١	Red Pine	297.00	Cords	\$	59.65/Cord	\$	_
١	White Pine	20.00	Cords	\$	36.10/Cord	\$	_
١	White Spruce	17.00	Cords	\$	32.80/Cord	\$	

^{*}The volumes are statistically estimated within plus (+) or minus (-) 15.40 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 SECT	JRITY NUMBER:	
	Company or individual bidding:			
	Company representative's name:			
	Address:			
	City:	State:	Zip:	
IF AVAIL	ABLE, PLEASE PLACE THE PERSO	NALIZED LABEL FROM	I YOUR PROSPECTUS IN T	THE ABOVE BOX.
Individual	or company representative's signature	re:		Date:
Phone nu	ımber :	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

Signature of Owner or Authorized Representative

Title

	Part 5 of Act 451 of 1994, as	, ,				
VE	RIFICATION OF WORKER'S DISABILIT	Y COMPENSATI	ON ACT COMPLIANC	E		
•	This verification must be completed and sale contract.	submitted within 2	1 days of contract awar	d and prior to the issuance of the timber		
•	In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted with 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 e	except for written s	signatures.			
Ple	ease Check Appropriate Categories:					
1.	My business is organized as (you must A. ☐ Sole Proprietorship (individual) B. ☐ Partnership C. ☐ Corporation	check <u>one</u> of the l	boxes below):			
2.	You must check <u>one</u> of the boxes below A. ☐ I certify my business is a sole proprietor Worker's Compensation Laws. B. ☐ I certify my business has satisfied its of Exclusion (BWC-337, Rev. 5/96). I will questions or a copy of the BWC-337, I C. ☐ I certify my business has a Worker's Conne (21) days of the contract award.	orship and it has no bligation to the Worll Il provide a copy of to please call the Worl	rker's Compensation Act t the Notice of Exclusion wit ker's Compensation Burea	hrough the use of an approved Notice of thin 21 days of the contract award. (For au at 517-322-1195).		
3.	full-time and part-time employees, other nter "0").					
	Full-time Em	nployees		Part-time Employees		
Nam	ne of Business		Federal ID (or) Social Secu	rity No.		
Address			Telephone ()			
City		State	ZIP			
	ereby certify that the above information is actors affecting my coverage during any o			chigan DNR of any changes that occur		

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

Date

BID

GWINN MANAGEMENT UNIT GWINN OFFICE

Night Light Pine (32-117-16) ; Marquette COUNTY

p.m. (local time) on February 13, 2017, I am hereby submitting my sealed

In response to the notice of sale to be held 3:00 p.m. (local time) on February 13, 2017, 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*	ADV	ERTISED PRICE	BID I	PRICE
Pulpwood						
Jack Pine	225.00	Cords	\$	40.25/Cord	\$	
Mixed Aspen	76.00	Cords	\$	34.30/Cord	\$	
Paper Birch	2.00	Cords	\$	34.40/Cord	\$	
Red Pine	407.00	Cords	\$	59.65/Cord	\$	

*The volumes are statistically estimated within plus (+) or minus (-) 12.05 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 SECU	IRITY NUMBER:			
	Company or individual bidding:					
	Company representative's name:					
	Address:					
	City:		Zip:			
IF AVAILA	ABLE, PLEASE PLACE THE PERSO	NALIZED LABEL FROM	YOUR PROSPECTUS IN 1	THE ABOVE BOX.		
Individual	or company representative's signature	re:		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



C.

Corporation

Title

Michigan Department of Natural Resources Forest Resources Division

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

Sale Number (XX – XXX – XX – XX)	FOR DEPARTMENT USE ONLY
	Sale Number (XX – XXX – XX – XX)
Forest Management Unit:	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. Please Check Appropriate Categories: My business is organized as (you must check one of the boxes below): A. □ Sole Proprietorship (individual) B. □ Partnership

You must check one of the boxes below:
 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.

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. 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 **must** indicate the number of **both** full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0").

Full-time En	npioyees	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.

Signature of Owner or Authorized Representative	

Date

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

EEDEDAI ID:

BID

GWINN MANAGEMENT UNIT GWINN OFFICE

Wildcat Aspen (32-106-16) ; Marquette COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on February 13, 2017, 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>AD'</u>	VERTISED PRICE	BID PRICE
Sawtimber Red Pine	3.90	MBF	\$	263.00/MBF	\$
Pulpwood			*		,
Balsam Fir	2.00	Cords	\$	35.10/Cord	\$
Jack Pine	4.00	Cords	\$	40.25/Cord	\$
Mixed Aspen	165.00	Cords	\$	34.30/Cord	\$
Paper Birch	74.00	Cords	\$	34.40/Cord	\$
Red Pine	1.00	Cords	\$	59.65/Cord	\$
White Spruce	8.00	Cords	\$	32.80/Cord	\$
Jack Pine Mixed Aspen Paper Birch Red Pine	4.00 165.00 74.00 1.00	Cords Cords Cords Cords	\$ \$ \$	40.25/Cord 34.30/Cord 34.40/Cord 59.65/Cord	\$\$ \$\$ \$\$

*The volumes are statistically estimated within plus (+) or minus (-) 31.13 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 SOC	IAL SECURITY NUMBER	₹	
	Company or individu	ual bidding:			
	Company representa	ative's name:			
	Address:				
	City:	State:	Zip:		
IF AVAIL	ABLE, PLEASE PLAC	CE THE PERSONALIZED LAB	EL FROM YOUR PROSF	PECTUS IN THE ABOVE BOX.	_
ndividual or company representative's signature:				Date:	
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

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
	triantic and (24) days of the contract around and prior to the increase of the timber cale contract

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 **must** check <u>one</u> of the boxes below): A.

Sole Proprietorship (individual) B.

Partnership C.

Corporation You must check one of the boxes below: A. \square 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. B. \(\Backslash | 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. I will provide an original Certificate of Insurance within twentyone (21) days of the contract award. 3. If you have checked item 2(A) or 2(B), you **must** indicate the number of **both** full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0"). Full-time Employees Part-time Employees Name of Business Federal ID (or) Social Security No. Address Telephone City State 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. Signature of Owner or Authorized Representative Title Date

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

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