

### DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

### **TIMBER SALE PROSPECTUS #6140**

SCHEDULED SALE DATE AND TIME: 3:00 p.m. (local time) on May 24, 2018. LOCATION: GAYLORD FIELD OFFICE, 1732 WEST M-32, GAYLORD, MI 49735.

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

### Lack Luster Pine Mix (52-030-17)

Antrim County, Advertised Price \$47,439.25, 70.8 Acres, Aspen, Red Pine.

SALE NOTE: Good access to sale area, flat terrain for operation, and no extra road costs. No recreational trails present near sale.

### Lippard Road Mix (52-032-17)

Otsego County, Advertised Price \$26,489.45, 34.7 Acres, Aspen, Hardwood.

SALE NOTE: Good access off of county roads. Decent quality timber.

### BMW Aspen (52-037-17)

Otsego County, Advertised Price \$56,053.30, 134.9 Acres, Aspen, Hardwood.

SALE NOTE: Areas of heavy blow down closer to I-75, but good access to entirety of sale off of county and state forest roads.

### C 50 Hardwoods #2 (52-040-17)

Antrim County, Advertised Price \$129,708.75, 245.0 Acres, Hardwood, Sugar Maple.

SALE NOTE: Closest unit is 1 mile from the closest gravel road. Hilly topography. Fair quality timber. Bark slip restrictions in place; see spec 5.2.3.3.

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

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

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

Bids must be received by the Unit Manager, GAYLORD OFFICE, 1732 WEST M-32, GAYLORD, MI 49735, no later than 3:00 p.m. (local time) on May 24, 2018. For further information concerning this sale, contact Joyce Angel at 989-732-3541 extension 5440.

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

Purchaser shall obtain workers compensation insurance to cover claims under Michigan's Worker's Disability Compensation Act of 1969 or similar employee benefit act of any other state applicable to an employee. If all or part of a timber sale was prepared by a private contractor, the contractor and that contractor's company are not permitted to bid on the timber sale contract. Bids will not be accepted from individuals or companies appearing on the DNR/FRD No-Bid List. This list contains the names of purchasers who previously failed to execute a contract within 21-days or who have a history of poor performance.

### 3. Preparation of Sealed Bids (5/16)

Bid Forms may be completed online thru Michigan DNR Timber Sale Online Bidding (OLB) at www.michigan.gov/timberbidding or by completing the hardcopy Bid Form found in the Timber Sale Prospectus. Hardcopy Bid Forms shall be manually signed in ink. Registration in OLB is considered your 'signature' for all bids submitted thru that system. Bid prices must be entered for each species and product in the Bid Price column for all material subject to bidding and all fill-in blanks must be completed. If erasures or other changes appear on the hardcopy Bid Form, each erasure or change must be initialed by the person signing the bid.

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

Bid forms may be obtained from the Unit Manager or thru OLB. Bids may be submitted hardcopy or thru OLB. All hardcopy bids must be submitted on the bid form and in an envelope clearly identified as described in this section. NOTE: Only one bid form per bid envelope. Sealed bids must be submitted to the Unit office designated in the prospectus and must be submitted at or prior to the time established in the prospectus. The envelope should show on the outside (a) the sale name or number and (b) the date and time of bid opening, as shown in the prospectus. Bids received after the time specified in the sale prospectus are late bids and will be rejected.

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

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

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

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

### 6. Award of Contract (1/11)

Award of the contract will be made to the Bidder whose bid, conforming to the prospectus, is most advantageous to the State of Michigan on the basis of total value at rates bid for the estimated quantities. The State reserves the right to reject any bid or waive any minor irregularity in bids received. A written award mailed (or otherwise furnished) to the successful Bidder shall be deemed to result in a binding contract without further action by either party.

### 7. Down Payment (1/11)

The Bidder to whom award is made must make a down payment within 21 days of the sale award. The amount of the down payment will be calculated as shown in the Bond and Payment Schedule of this prospectus. Only cash may be used to meet this requirement.

### 8. Performance Security (1/11)

As guarantee of faithful performance, a cash bond, certificate of deposit, surety bond or irrevocable letter of credit (LOC) is required within 21 days of the sale award. The amount of the performance security is shown in the Bond and

Payment Schedule of this prospectus. If an LOC or surety is used, the coverage must extend for at least 6 months beyond the contract expiration.

### 9. Timber Sale Contract (11/17)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

KEITH CREAGH Director

### TIMBER SALE INFORMATION

### Lack Luster Pine Mix (52-030-17)

Antrim County (Advertised Price \$47,439.25)

SALE NOTE: Good access to sale area, flat terrain for operation, and no extra road costs. No recreational trails present near sale.

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

PRODUCTS & SPECIES	<b>ESTIMATE</b>	ED UNITS*	ADV	ERTISED PRICE
Sawtimber				
B. T. Aspen	25.80	MBF	\$	61.00 / MBF
Black Cherry	0.40	MBF	\$	203.00 / MBF
Quaking Aspen	5.60	MBF	\$	61.00 / MBF
Red Maple	17.90	MBF	\$	150.00 / MBF
Red Pine	127.70	MBF	\$	114.00 / MBF
White Pine	1.70	MBF	\$	57.00 / MBF
Pulpwood				
Jack Pine	13.00	Cords	\$	30.50 / Cord
Mixed Aspen	383.00	Cords	\$	21.50 / Cord
Mixed Hardwood	174.00	Cords	\$	24.85 / Cord
Red Pine	307.00	Cords	\$	48.75 / Cord
White Pine	6.00	Cords	\$	30.30 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 22.38 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 \$2,372.00 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 44.3%
02 55.7%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 03/31/2021.

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	B. T. Aspen	Sawtimber	7.8	MBF	23.7	\$21,021.55
	Black Cherry		0.4	MBF		
	Quaking Aspen		1.2	MBF		
	Red Maple		11.7	MBF		
	Red Pine		70.0	MBF		
	White Pine		1.2	MBF		
	Jack Pine	Pulpwood	6.0	Cords		
	Mixed Aspen		61.0	Cords		
	Mixed Hardwood		81.0	Cords		
	Red Pine		144.0	Cords		
	White Pine		2.0	Cords		
2	B. T. Aspen	Sawtimber	18.0	MBF	47.1	\$26,417.70
	Quaking Aspen		4.4	MBF		
	Red Maple		6.2	MBF		
	Red Pine		57.7	MBF		
	White Pine		0.5	MBF		
	Jack Pine	Pulpwood	7.0	Cords		
	Mixed Aspen		322.0	Cords		
	Mixed Hardwood		93.0	Cords		
	Red Pine		163.0	Cords		
	White Pine		4.0	Cords		
		TOTAL:	179.1	MBF		
		TOTAL:	883.0	Cords		

### Sale Specific Conditions & Requirements

Sale Name: Lack Luster Pine Mix Sale Number: 52-030-17 Seq#: 2

### 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, green and yellow paint. Exterior sale boundary lines against state are marked with red paint. Retention islands are marked with green paint; these areas are present in both units and are not to be entered. Interior Payment Unit boundaries are marked with yellow paint. Yellow painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid.

### 2 - Timber Specifications

### 2.1 - Included Timber

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

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

### 2.2 - Utilization

### 2.2.2 - Chipping required (5/14)

This area must be chip harvested to facilitate subsequent planting operations. The Purchaser has the option to produce sawlogs or pulpwood bolts, but the remaining portion of the trees must be chipped. Do not chip 1/6 to 1/3 of the slash from harvested trees (tree tops and limbs less than four inches in diameter).

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

Stump heights within Payment Unit 1 and 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 future planting operations.

### 3 - Payments

### 3.3 - Pre-measured Sales

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

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

### 4 - Transportation

### 4.1 - Construction

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

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

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

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

### 4.2 - Maintenance

### 4.2.4 - Grading (10/16)

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

filling with gravel, if necessary. The grading equipment to be used must be approved by the Unit Manager or his/her representative.

### 4.2.5 - Two wheel drive condition (2/04)

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

### 5 - Operations

### 5.1 - Notification

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

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations to determine landing, road locations, and other sale details. The Unit Manager or his/her representative must be contacted at least 10 days in advance to schedule the conference.

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

The Purchaser is responsible for contacting the gas pipeline company prior to operating equipment in the vicinity of well heads or natural gas pipelines.

### 5.1.4 - Post-sale conference (10/16)

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

### 5.2 - Conduct of Operations

### 5.2.1 - Slash

### 5.2.1.11 - 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.

### 5.2.1.13 - Dispose of slash as directed (12/05)

Slash is to be disposed of as directed by the sale administrator.

### 5.2.3 - Operating Restrictions

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

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

### 5.2.29 - Shrub protection (9/07)

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

### 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)

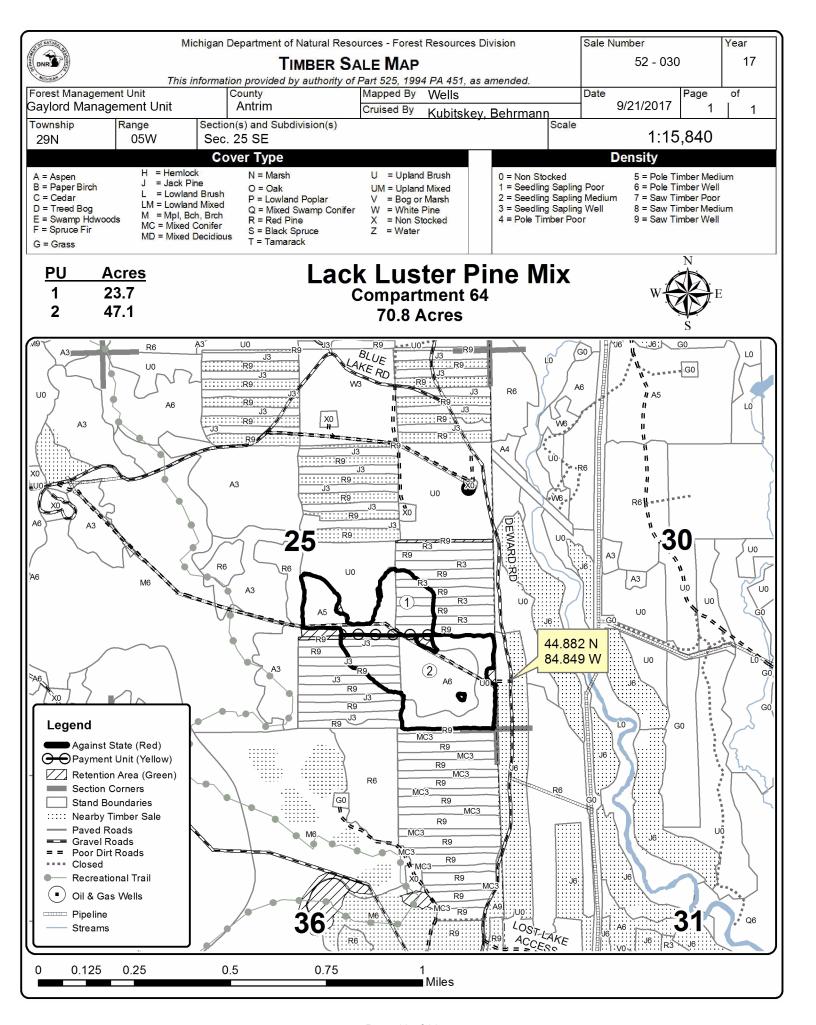
Operations are to cease immediately if equipment and weather conditions result in rutting of roads and/or skid trails which is 12 inches or greater in depth and 50 feet in length. The Unit Manager or his/her representative may restrict hauling and/or skidding if ruts exceed the specified depth. With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

Section Name: Sale Specific Current as of 2/26/2018 10:06:18AM



### TIMBER SALE INFORMATION

### Lippard Road Mix (52-032-17)

Otsego County (Advertised Price \$26,489.45)

SALE NOTE: Good access off of county roads. Decent quality timber.

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

PRODUCTS & SPECIES	<b>ESTIMATE</b>	D UNITS*	<u>ADV</u>	ERTISED PRICE
Sawtimber				
Beech	4.10	MBF	\$	58.00 / MBF
Mixed Aspen	96.50	MBF	\$	57.00 / MBF
Red Maple	21.50	MBF	\$	141.00 / MBF
Red Oak	3.40	MBF	\$	228.00 / MBF
Red Pine	3.00	MBF	\$	107.00 / MBF
White Pine	10.70	MBF	\$	62.00 / MBF
Pulpwood				
Mixed Aspen	291.00	Cords	\$	20.15 / Cord
Mixed Hardwood	335.00	Cords	\$	23.30 / Cord
Red Oak	11.00	Cords	\$	23.80 / Cord
Red Pine	27.00	Cords	\$	45.70 / Cord
White Pine	28.00	Cords	\$	28.40 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 12.72 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 \$1,324.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The remainder is due before cutting begins.
  - (c) Payment for each of the following units must be made before cutting begins in that unit:

PAYMENT UNIT NUMBER

01

PERCENT OF TOTAL SALE VALUE

100.0%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 03/31/2021.

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Beech	Sawtimber	4.1	MBF	34.7	\$26,489.45
	Mixed Aspen		96.5	MBF		
	Red Maple		21.5	MBF		
	Red Oak		3.4	MBF		
	Red Pine		3.0	MBF		
	White Pine		10.7	MBF		
	Mixed Aspen	Pulpwood	291.0	Cords		
	Mixed Hardwood		335.0	Cords		
	Red Oak		11.0	Cords		
	Red Pine		27.0	Cords		
	White Pine		28.0	Cords		
		TOTAL:	139.2	MBF		
		TOTAL:	692.0	Cords		

### Sale Specific Conditions & Requirements

Sale Name: Lippard Road Mix Sale Number: 52-032-17 Seq#: 2

### 1 - Sale Area

### 1.2 - Boundaries

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

The sale boundary and Payment Unit boundaries are marked and identified by blue and red paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint.

### 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 within Stand 55 (see Timber Sale Map), do not cut white pine and trees marked with timber teal paint above and below stump height.

### 3 - Payments

### 3.3 - Pre-measured Sales

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

Payment Unit(s) 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.

### 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. 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. This includes cleaning of drainage areas, grading, crowning and filling with gravel, if necessary. The grading equipment to be used must be approved by the Unit Manager or his/her representative.

### 4.2.5 - Two wheel drive condition (2/04)

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

### 5 - Operations

### 5.1 - Notification

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

The Purchaser is responsible for contacting the gas or pipeline company prior to operating equipment in the vicinity of well heads or natural gas pipelines.

### 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.

### 5.2.1.11 - 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.

### 5.2.2 - Hazard Trees/Snags

### 5.2.2.1 - Den trees (10/16)

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

### 5.2.3 - Operating Restrictions

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

Within Payment Unit(s) 1, unless changed by written agreement, cutting, skidding, hauling and brushing of access roads are not permitted during the period of April 15 to July 15. Operations may be allowed if specific steps are taken to prevent damaging uncut oak during the high risk period. Those steps include completing all road brushing before April 15th, clearing a tree-length buffer along uncut oak cover before April 15th or leaving an uncut buffer there until after July 15th. This is necessary to reduce the spread of oak wilt. For more information, contact the Unit Manager or his/her representative.

### 5.2.3.11 - Coppice regeneration protection (4/10)

Timber harvesting in any Payment Unit must be completed before significant sprouting occurs in that Payment Unit so as to minimize damage to the new regeneration. Any post harvest operations, such as chipping, must be completed before sprouting of regeneration occurs. If it is anticipated that chipping will be delayed, then tops shall be carried to one central location or left unchipped. The Unit Manager or his/her representative may cease such operations if sprouting occurs before the operation is complete.

### 5.2.29 - Shrub protection (9/07)

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

### 5.4 - 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

### 5.8.3 - Red shoulder hawk or goshawk (2/16)

In the event that an active red shoulder hawk or goshawk nest is found, the contract may be amended to protect the nest site until the nest is determined to be inactive. The value of the trees in this excluded area will be refunded or credited to the Purchaser. The nest will be buffered with a five-chain radius (eight acre) protection area, centered on the nest tree, in which there will be no cutting or new roads constructed. Avoid human disturbance, including loading and skidding, in the protection area.

An additional zone of five chains (ten chains centered on the active nest tree) will be established in which there is no management activity from March 15 to July 15. Limit biomass harvesting and chipping operations within this ten-chain zone, retain the maximum one-third of residues per the Woody Biomass Harvesting Guidelines (Michigan DNR 2010). Nests determined to be inactive will be protected with a one-chain no-harvest buffer.

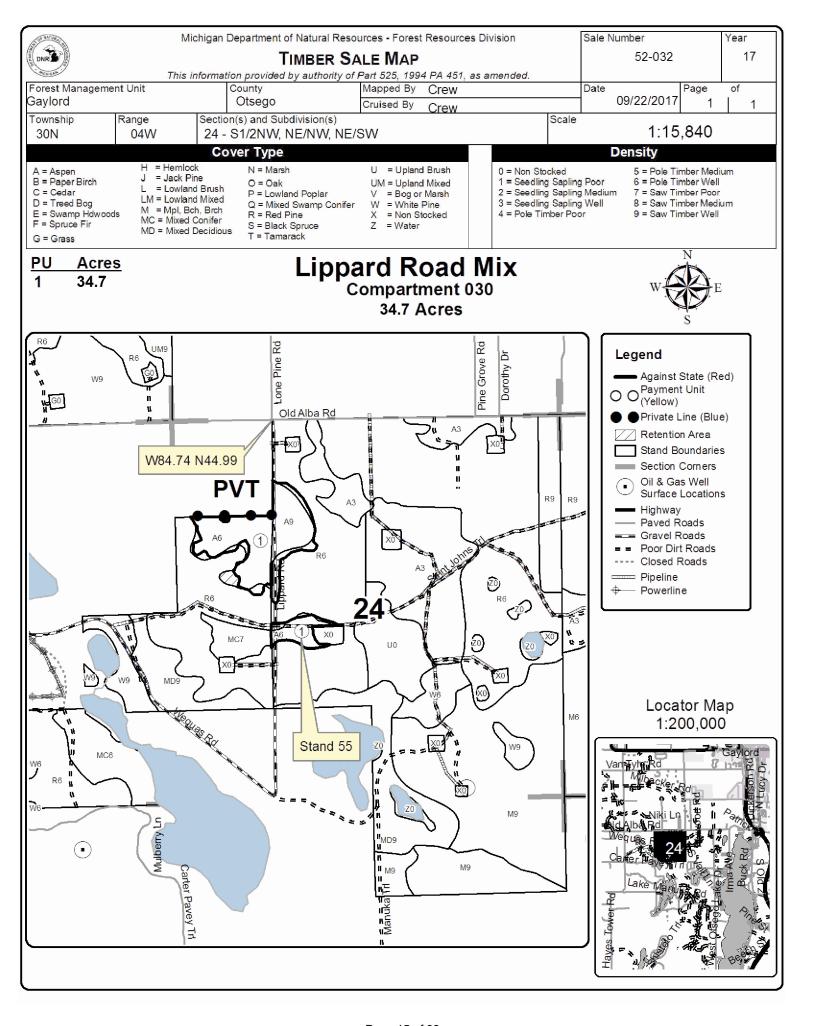
### 6 - Safety and Fire Prevention

### 6.2 - Signing

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

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

Section Name: Sale Specific Current as of 2/7/2018 10:39:36AM



### TIMBER SALE INFORMATION

### BMW Aspen (52-037-17)

Otsego County (Advertised Price \$56,053.30)

SALE NOTE: Areas of heavy blow down closer to I-75, but good access to entirety of sale off of county and state forest roads.

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:

<b>ESTIMATE</b>	ED UNITS*	ADV	ERTISED PRICE
6.00	MBF	\$	58.00 / MBF
18.50	MBF	\$	57.00 / MBF
17.00	MBF	\$	141.00 / MBF
40.70	MBF	\$	228.00 / MBF
0.70	MBF	\$	284.00 / MBF
13.60	MBF	\$	53.00 / MBF
1,256.00	Cords	\$	20.15 / Cord
524.00	Cords	\$	23.30 / Cord
48.00	Cords	\$	19.75 / Cord
115.00	Cords	\$	23.80 / Cord
30.00	Cords	\$	28.40 / Cord
	6.00 18.50 17.00 40.70 0.70 13.60 1,256.00 524.00 48.00 115.00	18.50 MBF 17.00 MBF 40.70 MBF 0.70 MBF 13.60 MBF 1,256.00 Cords 524.00 Cords 48.00 Cords 115.00 Cords	6.00 MBF \$ 18.50 MBF \$ 17.00 MBF \$ 40.70 MBF \$ 0.70 MBF \$ 13.60 MBF \$  1,256.00 Cords \$ 524.00 Cords \$ 48.00 Cords \$ 115.00 Cords \$

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 10.96 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 \$2,803.00 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	12.6%
02	27.0%
03	10.9%
04	20.3%
05	10.7%
06	18.5%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 03/31/2021.

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Beech	Sawtimber	0.7	MBF	20.3	\$7,058.55
	Mixed Aspen		1.3	MBF		
	B. T. Aspen		1.2	MBF		
	Quaking Aspen		0.1	MBF		
	Red Maple		1.6	MBF		
	Red Oak		0.3	MBF		
	White Pine		2.4	MBF		
	Mixed Aspen	Pulpwood	214.0	Cords		
	B. T. Aspen		200.0	Cords		
	Quaking Aspen		14.0	Cords		
	Mixed Hardwood		74.0	Cords		
	Beech		9.0	Cords		
	Red Maple		64.0	Cords		
	Sugar Maple		1.0	Cords		
	Paper Birch		9.0	Cords		
	Red Oak		7.0	Cords		
	White Pine		5.0	Cords		
2	Beech	Sawtimber	2.4	MBF	24.1	\$15,192.75
	Mixed Aspen		1.0	MBF		
	B. T. Aspen		0.9	MBF		
	Quaking Aspen		0.1	MBF		
	Red Maple		5.4	MBF		
	Red Oak		31.9	MBF		
	Sugar Maple		0.7	MBF		
	White Pine		1.7	MBF		
	Mixed Aspen	Pulpwood	147.0	Cords		
	B. T. Aspen	•	137.0	Cords		
	Quaking Aspen		10.0	Cords		
	Mixed Hardwood		87.0	Cords		
	Beech		17.0	Cords		
	Red Maple		65.0	Cords		
	Sugar Maple		5.0	Cords		
	Paper Birch		6.0	Cords		
	Red Oak		61.0	Cords		
	White Pine		4.0	Cords		
3	Mixed Aspen	Sawtimber	10.9	MBF	10.7	\$6,082.75
	B. T. Aspen		10.9	MBF		, ,
	Red Maple		3.6	MBF		
	Red Oak		7.5	MBF		
	Mixed Aspen	Pulpwood	53.0	Cords		
	B. T. Aspen	•	53.0	Cords		
	Mixed Hardwood		75.0	Cords		
	Red Maple		75.0	Cords		
	Red Oak		18.0	Cords		
4	Beech	Sawtimber	1.2	MBF	32.8	\$11,364.80
	Mixed Aspen		2.1	MBF	00	***,*******
	B. T. Aspen		2.0	MBF		
	Quaking Aspen		0.1	MBF		
	Red Maple		2.6	MBF		
	Red Oak		0.4	MBF		
	White Pine		3.9	MBF		
	Mixed Aspen	Pulpwood	347.0	Cords		
	B. T. Aspen		323.0	Cords		
	Quaking Aspen		24.0	Cords		
	Mixed Hardwood		118.0	Cords		
	Beech		14.0	Cords		
			17.0	, 55,43		ı

### Description of Timber by Payment Unit (PU), con't

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
4 con't	Black Cherry	Pulpwood	1.0	Cords		
	Red Maple		102.0	Cords		
	Sugar Maple		1.0	Cords		
	Paper Birch		13.0	Cords		
	Red Oak		12.0	Cords		
	White Pine		8.0	Cords		
5	Beech	Sawtimber	0.6	MBF	17.3	\$5,992.45
	Mixed Aspen		1.2	MBF		
	B. T. Aspen		1.1	MBF		
	Quaking Aspen		0.1	MBF		
	Red Maple		1.4	MBF		
	Red Oak		0.2	MBF		
	White Pine		2.1	MBF		
	Mixed Aspen	Pulpwood	182.0	Cords		
	B. T. Aspen		170.0	Cords		
	Quaking Aspen		12.0	Cords		
	Mixed Hardwood		62.0	Cords		
	Beech		7.0	Cords		
	Red Maple		54.0	Cords		
	Sugar Maple		1.0	Cords		
	Paper Birch		7.0	Cords		
	Red Oak		6.0	Cords		
	White Pine		5.0	Cords		
6	Beech	Sawtimber	1.1	MBF	29.7	\$10,362.00
	Mixed Aspen		2.0	MBF		
	B. T. Aspen		1.8	MBF		
	Quaking Aspen		0.2	MBF		
	Red Maple		2.4	MBF		
	Red Oak		0.4	MBF		
	White Pine		3.5	MBF		
	Mixed Aspen	Pulpwood	313.0	Cords		
	B. T. Aspen		292.0	Cords		
	Quaking Aspen		21.0	Cords		
	Mixed Hardwood		108.0	Cords		
	Beech		13.0	Cords		
	Black Cherry		1.0	Cords		
	Red Maple		93.0	Cords		
	Sugar Maple		1.0	Cords		
	Paper Birch		13.0	Cords		
	Red Oak		11.0	Cords		
	White Pine		8.0	Cords		
	ı	TOTAL:	96.5	MBF	1	

### Sale Specific Conditions & Requirements

Sale Name: BMW Aspen Sale Number: 52-037-17 Seq#: 1

### 1 - Sale Area

### 1.2 - Boundaries

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

The sale boundary and Payment Unit boundaries are marked and identified by blue, red and pink paint, along with a utility line and a fence. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint, with the following exceptions - the north boundary of Payment Unit 1 is unpainted and identified by the utility line, and the west boundary of Payment Unit 3 is unpainted and identified by the fence. Interior Payment Unit boundaries are marked with pink paint. Pink painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid.

### 2 - Timber Specifications

### 2.1 - Included Timber

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

Within Payment Unit(s) 1 and 4-6, cut all trees that are two (2) inches or more at DBH, except do not cut oak that are 12 inches or greater at DBH.

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

Within Payment Unit(s) 2 and 3, cut all trees that are two (2) inches or more at DBH, except trees marked with green paint above and below stump height. In addition, do not cut any conifers within Payment Unit 3.

### 3 - Payments

### 3.3 - Pre-measured Sales

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

Payment Unit(s) 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

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

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

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

Improvements of existing roads shall be done in such a way as to minimize the environmental and visual impacts.

Merchantable trees shall be cut and utilized unless otherwise directed. Non-merchantable trees shall be severed and laid flat on the ground. Slash shall be scattered, and not left in windrows and kept a minimum of 10 feet back from the road edge. Stumps shall be set upright, not left on edge, and be moved at least 10 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

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

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

### 42 - Maintenance

### 4.2.5 - Two wheel drive condition (2/04)

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

### 5 - Operations

### 5.1 - Notification

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

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations to determine landing locations. The Unit Manager or his/her representative must be contacted at least 5 days in advance to schedule the conference.

### 5.1.4 - Post-sale conference (10/16)

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

### 5.2 - Conduct of Operations

### 5.2.2 - Hazard Trees/Snags

### 5.2.2.1 - Den trees (10/16)

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

### 5.2.3 - Operating Restrictions

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

Within Payment Unit(s) 1-6, unless changed by written agreement, cutting, skidding, hauling and brushing of access roads are not permitted during the period of April 15 to July 15. Operations may be allowed if specific steps are taken to prevent damaging uncut oak during the high risk period. Those steps include completing all road brushing before April 15th, clearing a tree-length buffer along uncut oak cover before April 15th or leaving an uncut buffer there until after July 15th. This is necessary to reduce the spread of oak wilt. For more information, contact the Unit Manager or his/her representative.

### 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.

### 54 - Soil Protection

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

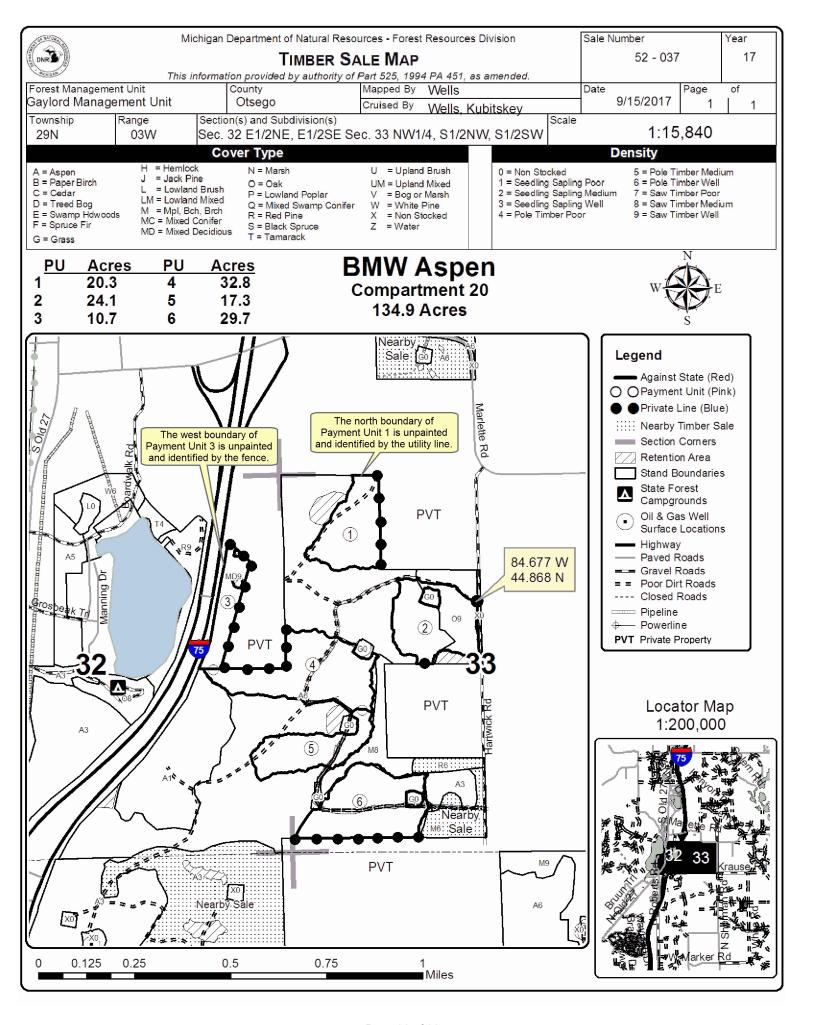
Operations are to cease immediately if equipment and weather conditions result in rutting of roads and/or skid trails which is 12 inches or greater in depth and 50 feet in length. The Unit Manager or his/her representative may restrict hauling and/or skidding if ruts exceed the specified depth. With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

Section Name: Sale Specific Current as of 2/6/2018 1:27:41PM



### TIMBER SALE INFORMATION

### C 50 Hardwoods #2 (52-040-17)

Antrim County (Advertised Price \$129,708.75)

SALE NOTE: Closest unit is 1 mile from the closest gravel road. Hilly topography. Fair quality timber. Bark slip restrictions in place; see spec 5.2.3.3.

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:

<b>ESTIMATE</b>	ED UNITS*	ADV	ERTISED PRICE
5.40	MBF	\$	53.00 / MBF
237.40	MBF	\$	57.00 / MBF
147.30	MBF	\$	54.00 / MBF
1.20	MBF	\$	177.00 / MBF
2.90	MBF	\$	42.00 / MBF
45.00	MBF	\$	131.00 / MBF
215.30	MBF	\$	265.00 / MBF
141.90	MBF	\$	82.00 / MBF
2.00	Cords	\$	18.85 / Cord
436.00	Cords	\$	6.35 / Cord
1,389.00	Cords	\$	21.75 / Cord
	5.40 237.40 147.30 1.20 2.90 45.00 215.30 141.90 2.00 436.00	237.40 MBF 147.30 MBF 1.20 MBF 2.90 MBF 45.00 MBF 215.30 MBF 141.90 MBF	5.40 MBF 237.40 MBF 147.30 MBF 1.20 MBF 2.90 MBF 45.00 MBF 215.30 MBF 141.90 MBF \$  2.00 Cords \$ 436.00 Cords \$

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 11.76 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 \$6,485.00 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	18.9%
02	23.5%
03	25.9%
04	15.8%
05	15.9%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 12/01/2021.

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	B. T. Aspen	Sawtimber	2.4	MBF	45.6	\$24,475.60
	Basswood		24.0	MBF		
	Beech		30.4	MBF		
	Black Cherry		0.5	MBF		
	Red Maple		19.9	MBF		
	Sugar Maple		37.6	MBF		
	White Ash		10.4	MBF		
	B. T. Aspen	Pulpwood	1.0	Cords		
	Basswood		65.0	Cords		
	Mixed Hardwood		340.0	Cords		
	Beech		97.0	Cords		
	Red Maple		48.0	Cords		
	Sugar Maple		174.0	Cords		
	White Ash		21.0	Cords		
2	B. T. Aspen	Sawtimber	3.0	MBF	56.6	\$30,542.60
	Basswood		29.7	MBF		700,000
	Beech		37.8	MBF		
	Black Cherry		0.7	MBF		
	Ironwood		0.1	MBF		
	Red Maple		24.8	MBF		
	Sugar Maple		46.6	MBF		
	White Ash		13.0	MBF		
	B. T. Aspen	Pulpwood	1.0	Cords		
	Basswood	i dipwood	80.0	Cords		
	Mixed Hardwood		429.0	Cords		
	American Elm	Sawtimber	0.1	MBF		
	American Elm	Pulpwood	1.0	Cords		
		Pulpwood		1		
	Bleech		120.0	Cords		
	Black Cherry		2.0	Cords		
	Ironwood		1.0	Cords		
	Red Maple		61.0	Cords		
	Sugar Maple		217.0	Cords		
	White Ash		27.0	Cords	0.4.4	****
3	Basswood	Sawtimber	82.5	MBF	64.1	\$33,527.50
	Beech		35.5	MBF		
	Ironwood		1.2	MBF		
	Red Maple		0.1	MBF		
	Sugar Maple		58.8	MBF		
	White Ash		53.2	MBF		
	Basswood	Pulpwood	131.0	Cords		
	Mixed Hardwood		279.0	Cords		
	Beech		60.0	Cords		
	Ironwood		27.0	Cords		
	Sugar Maple		158.0	Cords		
	White Ash		34.0	Cords		
4	Basswood	Sawtimber	50.4	MBF	39.2	\$20,501.80
	Beech		21.7	MBF		
	Ironwood		0.8	MBF		
	Red Maple		0.1	MBF		
	Sugar Maple		36.0	MBF		
	White Ash		32.5	MBF		
	Basswood	Pulpwood	80.0	Cords		
	Mixed Hardwood		170.0	Cords		
	Beech		37.0	Cords		
	Ironwood		16.0	Cords		
	Sugar Maple		96.0	Cords		
	, , ,		<u> </u>	1		<u> </u>

### Description of Timber by Payment Unit (PU), con't

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
4 con't	White Ash	Pulpwood	21.0	Cords		
5	Basswood	Sawtimber	50.8	MBF	39.5	\$20,661.25
	Beech		21.9	MBF		
	Ironwood		0.8	MBF		
	Red Maple		0.1	MBF		
	Sugar Maple		36.3	MBF		
	White Ash		32.8	MBF		
	Basswood	Pulpwood	80.0	Cords		
	Mixed Hardwood		171.0	Cords		
	Beech		37.0	Cords		
	Ironwood		16.0	Cords		
	Sugar Maple		97.0	Cords		
	White Ash		21.0	Cords		
TC		TOTAL:	796.4	MBF		
		TOTAL:	1,827.0	Cords		

### Sale Specific Conditions & Requirements

Sale Name: C 50 Hardwoods #2 Sale Number: 52-040-17 Seq#: 2

### 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, yellow and teal 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. Regeneration gaps are marked with timber teal paint. The painted boundary line trees are not Included Timber and are to be protected unless marked with orange paint. Yellow painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid.

### 2 - Timber Specifications

### 2.1 - Included Timber

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

Within Payment Unit(s) 1-5, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. In addition, all beech and ash are designated for cutting, unless marked with pink paint. Also, within teal marked regeneration gaps, all trees over 6 feet tall are designated for cutting.

### 2.2 - Utilization

### 2.2.5 - Limbed tree skidding (1/09)

The skidding of whole trees or tree segments with limbs attached is prohibited 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) 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.

### 3.4 - Damaged Timber

### 3.4.1 - Damaged timber (6/14)

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured. In addition, extreme care should be taken to avoid damage to tree seedlings and saplings.

Within the sale area, if more than 50% of the tree seedlings or saplings (1/4" to 4.5" DBH) within a specified portion of the sale area are damaged, liquidated damages will be assessed at \$500 per acre for all acreage within that specified portion of the sale area that was damaged.

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

### 5 - 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.

### 5.2.1.13 - Dispose of slash as directed (12/05)

Slash is to be disposed of as directed by the sale administrator.

### 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) 1-5, 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.

### 5.2.29 - Shrub protection (9/07)

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

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

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

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

The snowmobile trail follows Jordan Valley Road and is shown on the Timber Sale Map. Do not cut or damage posts with orange trail markers or traffic control signs. If the trail is used, it must be maintained and restored to a condition equal to or better than before the sale. The road maintenance/restoration must be done prior to December 1. If the trail is used for hauling, it must be graded to the satisfaction of the Unit Manager or his/her representative prior to December 1st. If the trail

road is to be used for hauling during the snowmobile season, then a snow covered base must be left on the trail. The snowmobile trail may only be crossed at right angles. Maintain a 20 foot wide slash, debris, and rut free zone daily using the snowmobile trail as the centerline. No decking of forest products will be permitted along the snowmobile trail. Any trees cut within 20 feet of the snowmobile trail must be cut flush with the ground.

### 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

### 5.8.3 - Red shoulder hawk or goshawk (2/16)

In the event that an active red shoulder hawk or goshawk nest is found, the contract may be amended to protect the nest site until the nest is determined to be inactive. The value of the trees in this excluded area will be refunded or credited to the Purchaser. The nest will be buffered with a five-chain radius (eight acre) protection area, centered on the nest tree, in which there will be no cutting or new roads constructed. Avoid human disturbance, including loading and skidding, in the protection area.

An additional zone of five chains (ten chains centered on the active nest tree) will be established in which there is no management activity from March 15 to July 15. Limit biomass harvesting and chipping operations within this ten-chain zone, retain the maximum one-third of residues per the Woody Biomass Harvesting Guidelines (Michigan DNR 2010). Nests determined to be inactive will be protected with a one-chain no-harvest buffer.

### 6 - Safety and Fire Prevention

### 6.2 - Signing

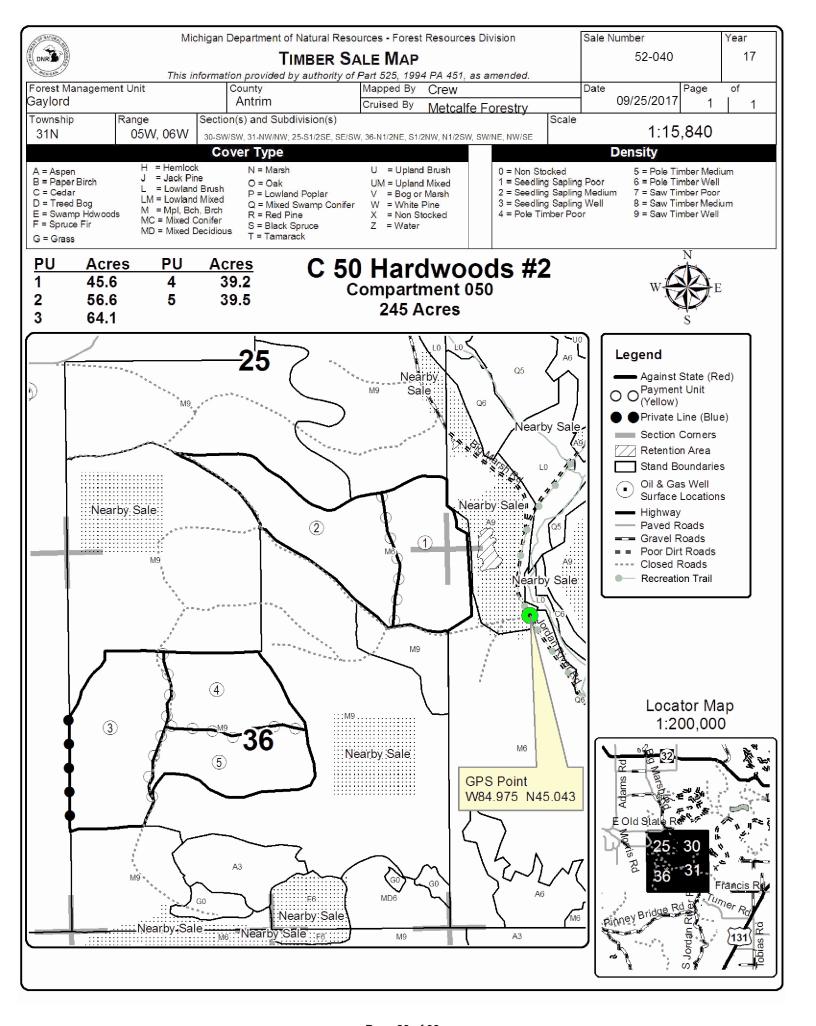
### 6.2.1 - Road posting (9/09)

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

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

The Purchaser is responsible for posting and maintaining caution signs on the snowmobile trail prior to beginning operations during the snowmobile season (approximately December 1 to March 31). The trail must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

Section Name: Sale Specific Current as of 2/7/2018 8:23:18AM



TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

### **BID FORM**

GAYLORD MANAGEMENT UNIT GAYLORD OFFICE

### BMW Aspen (52-037-17) ; Otsego COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on May 24, 2018, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	ESTIMATED VOLUME*	<u>A</u> E	OVERTISED PRICE	<b>BID PRICE/UNIT</b>
Sawtimber				
Beech	6.00 MBF	\$	58.00/MBF	\$
Mixed Aspen	18.50 MBF	\$	57.00/MBF	\$
Red Maple	17.00 MBF	\$	141.00/MBF	\$
Red Oak	40.70 MBF	\$	228.00/MBF	\$
Sugar Maple	0.70 MBF	\$	284.00/MBF	\$
White Pine	13.60 MBF	\$	53.00/MBF	\$
Pulpwood				
Mixed Aspen	1,256.00 Cords	\$	20.15/Cord	\$
Mixed Hardwood	524.00 Cords	\$	23.30/Cord	\$
Paper Birch	48.00 Cords	\$	19.75/Cord	\$
Red Oak	115.00 Cords	\$	23.80/Cord	\$
White Pine	30.00 Cords	\$	28.40/Cord	\$
1				

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 10.96 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 SE	CURITY NUMBER:	
	Company or individual bidding:			
	Company representative's name:			
	Address:			_
	City:	_ State:	Zip:	
IF AVAIL	ABLE, PLEASE PLACE THE PERSO	NALIZED LABEL FR	OM YOUR PROSPECTUS IN	THE ABOVE BOX.
Individual or company representative's signature:				_ Date:
Phone nu	ımber :	Ema	il (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.

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.	<ol><li>You must check one of the boxes below:</li></ol>		
	<ul> <li>A.          I certify my business is a sole proprietorship and it ha Worker's Compensation Laws.     </li> </ul>	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.	<ol> <li>If you have checked item 2(A) or 2(B), you must including family members and active page.</li> </ol>	licate the number of <b>both</b> full-time and part-time employees, oth artners (if none, you must enter "0").	ıer
	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	
<b>.</b> ,	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)

TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

### BID FORM

GAYLORD MANAGEMENT UNIT GAYLORD OFFICE

### <u>C 50 Hardwoods #2 (52-040-17)</u> ; Antrim COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on May 24, 2018, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	<b>ESTIMATED</b>	VOLUME*	<u>AD</u>	VERTISED PRICE	BID PRICE/UNIT
Sawtimber					
B. T. Aspen	5.40	MBF	\$	53.00/MBF	\$
Basswood	237.40	MBF	\$	57.00/MBF	\$
Beech	147.30	MBF	\$	54.00/MBF	\$
Black Cherry	1.20	MBF	\$	177.00/MBF	\$
Ironwood	2.90	MBF	\$	42.00/MBF	\$
Red Maple	45.00	MBF	\$	131.00/MBF	\$
Sugar Maple	215.30	MBF	\$	265.00/MBF	\$
White Ash	141.90	MBF	\$	82.00/MBF	\$
Pulpwood					
B. T. Aspen	2.00	Cords	\$	18.85/Cord	\$
Basswood	436.00	Cords	\$	6.35/Cord	\$
Mixed Hardwood	1,389.00	Cords	\$	21.75/Cord	\$
1					

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 SEC	JRITY NUMBER:	
	Company or individual bidding:			
	Company representative's name:			
	Address:			
	City:	State:	Zip:	
IF AVAIL	ABLE, PLEASE PLACE THE PERSO	NALIZED LABEL FROM	1 YOUR PROSPECTUS IN T	HE ABOVE BOX.
Individual	or company representative's signatu	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

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 11.76 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.



### Michigan Department of Natural Resources Forest Resources Division

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

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

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

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 submitted within 21 days of contract award and prior to the issuance of the tim 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 e	except for written s	signatures.						
Ple	ease Check Appropriate Categories:								
1.	My business is organized as (you <b>must</b> A. ☐ Sole Proprietorship (individual) B. ☐ Partnership C. ☐ Corporation	check <u>one</u> of the l	boxes below):						
<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 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 approve Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract average 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 one (21) days of the contract award.</li> </ul>									
3.	If you have checked item 2(A) or 2(B), than yourself, including family members								
	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 c			chigan DNR of any changes that occur					

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

Date

### **BID FORM**

GAYLORD MANAGEMENT UNIT GAYLORD OFFICE

### <u>Lippard Road Mix (52-032-17)</u> ; Otsego COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on May 24, 2018, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	ESTIMATED '	VOLUME*	<u>AD</u>	VERTISED PRICE	<b>BID PRICE/UNIT</b>
Sawtimber					
Beech	4.10	MBF	\$	58.00/MBF	\$
Mixed Aspen	96.50	MBF	\$	57.00/MBF	\$
Red Maple	21.50	MBF	\$	141.00/MBF	\$
Red Oak	3.40	MBF	\$	228.00/MBF	\$
Red Pine	3.00	MBF	\$	107.00/MBF	\$
White Pine	10.70	MBF	\$	62.00/MBF	\$
Pulpwood					
Mixed Aspen	291.00	Cords	\$	20.15/Cord	\$
Mixed Hardwood	335.00	Cords	\$	23.30/Cord	\$
Red Oak	11.00	Cords	\$	23.80/Cord	\$
Red Pine	27.00	Cords	\$	45.70/Cord	\$
White Pine	28.00	Cords	\$	28.40/Cord	\$
ı					

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 12.72 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	<u></u>		
	Company or individual b	oidding:			Ш
	Company representative	e's name:			
	Address:				
	City:	State:	Zip:		
F AVAIL	ABLE, PLEASE PLACE	THE PERSONALIZED LABEL	FROM YOUR PROSPE	ECTUS IN THE ABOVE BOX.	_
Individual	or company representat	Date:			
Phone nu	ımber :	E	mail (optional):		

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



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

TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

### **BID FORM**

GAYLORD MANAGEMENT UNIT GAYLORD OFFICE

### <u>Lack Luster Pine Mix (52-030-17)</u> ; Antrim COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on May 24, 2018, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	ESTIMATED VOLUME*	<u>AI</u>	OVERTISED PRICE	<b>BID PRICE/UNIT</b>
Sawtimber				
B. T. Aspen	25.80 MBF	\$	61.00/MBF	\$
Black Cherry	0.40 MBF	\$	203.00/MBF	\$
Quaking Aspen	5.60 MBF	\$	61.00/MBF	\$
Red Maple	17.90 MBF	\$	150.00/MBF	\$
Red Pine	127.70 MBF	\$	114.00/MBF	\$
White Pine	1.70 MBF	\$	57.00/MBF	\$
Pulpwood				
Jack Pine	13.00 Cords	\$	30.50/Cord	\$
Mixed Aspen	383.00 Cords	\$	21.50/Cord	\$
Mixed Hardwood	174.00 Cords	\$	24.85/Cord	\$
Red Pine	307.00 Cords	\$	48.75/Cord	\$
White Pine	6.00 Cords	\$	30.30/Cord	\$
1				

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 22.38 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

	FEDERAL ID:	or SOCIA	AL SECURITY NUMBER:	:	
	Company or individual bidding	! <u></u>			
	Company representative's nar	me:			
	Address:				
	City:	State:	Zip:		
F AVAIL	ABLE, PLEASE PLACE THE P	ERSONALIZED LABE	L FROM YOUR PROSPE	ECTUS IN THE ABOVE BOX.	_
Individual	or company representative's s	ignature:		Date:	
Phone nu	mber :		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
	triantic and (OA) days of the contract around and prior to the increase of the timber calls 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)