

# DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

# **TIMBER SALE PROSPECTUS #6250**

SCHEDULED SALE DATE AND TIME: 3:00 p.m. (local time) on September 20, 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:

Powerline RP/HDWD Mix (52-008-18) / T30N, R04W, SEC. 2, SENE,NESE.

Otsego County, Advertised Price \$29,423.40, 33.9 Acres, Hardwood, Red Pine.

SALE NOTE: Good access from county and gas well roads. Consumers Energy must be contacted in order to cross their power line.

Milbocker Hardwoods (52-015-18) / T30N, R04W, SEC. 11, NESW,W1/2SE.

T30N, R04W, SEC. 14, SENW, SWNE, NWSE.

Otsego County, Advertised Price \$47,038.75, 54.9 Acres, Hardwood, Aspen.

SALE NOTE: Operating restrictions are in place. See specs 5.2.3.1 and 5.2.3.3 for details.

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.

Dog Hair Aspen (52-016-18) / T29N, R03W, SEC. 15, S1/2SW.

T29N, R03W, SEC. 22, NW, NESW.

Otsego County, Advertised Price \$43,946.85, 82.1 Acres, Aspen, Hardwood.

SALE NOTE: Average aspen stand with some topography throughout, but overall good terrain. Sale is accessed from Salem Rd. Due to proximity to adjacent oak stands, oak specs will apply.

Cartoon Hardwoods (52-017-18) / T29N, R05W, SEC. 7, S1/2SE, NWSE.

Antrim County, Advertised Price \$101,070.35, 56.1 Acres, Hardwood, Sugar Maple.

SALE NOTE: This sale has good access and no operating restrictions.

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

# BID INSTRUCTIONS (VER. 07/02/2018):

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

Bids must be received by the Unit Manager, GAYLORD OFFICE, 1732 WEST M-32, GAYLORD, MI 49735, no later than 3:00 p.m. (local time) on September 20, 2018. For further information concerning this sale, contact Lucas Merrick 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 (7/18)

Additional conditions and requirements common to all timber sales are listed on the timber sale contract (R4031) and are available on line at www.michigan.gov/timber. Contact the Unit Manager for additional information or a sample contract. Within 21 days of the date of the award letter, the bidder must sign the contract and provide the required down payment, performance security, and verification of worker's disability compensation. The down payment and performance security shall be in accordance with the provisions of the timber sale contract, in the sums stated in this prospectus. If these actions are not taken, then the Bidder, the Bidder's corporation, and the corporation's principals may not be permitted to bid on State timber sales for a period of 3 months after the first offense, 6 months after the second offense, and 1 year after the third offense. An offense will only be counted against the Bidder for 5 years. In addition, the Bidder certifies that if awarded this contract, the Bidder will complete the timber sale contract in accordance with its terms and any modifications thereof including requirements to purchase, cut, and remove the included timber by the expiration date.

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

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

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

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

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

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

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

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

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

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

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

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

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

KEITH CREAGH Director

# TIMBER SALE INFORMATION

# Powerline RP/HDWD Mix (52-008-18) T30N, R04W, SEC. 2.

Otsego County (Advertised Price \$29,423.40)

SALE NOTE: Good access from county and gas well roads. Consumers Energy must be contacted in order to cross their power line.

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>ESTIMATED UNITS*</b> |       | ADVERTISED PRICE |              |
|--------------------|-------------------------|-------|------------------|--------------|
| Sawtimber          |                         |       |                  |              |
| Quaking Aspen      | 1.70                    | MBF   | \$               | 63.00 / MBF  |
| Red Maple          | 24.00                   | MBF   | \$               | 139.00 / MBF |
| Red Pine           | 76.90                   | MBF   | \$               | 108.00 / MBF |
| Sugar Maple        | 10.50                   | MBF   | \$               | 347.00 / MBF |
| Pulpwood           |                         |       |                  |              |
| Mixed Aspen        | 26.00                   | Cords | \$               | 22.65 / Cord |
| Mixed Hardwood     | 254.00                  | Cords | \$               | 26.15 / Cord |
| Red Pine           | 148.00                  | Cords | \$               | 45.95 / Cord |

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 20.12 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 \$1,471.00 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 53.1%

01 53.1% 02 46.9%

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

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

| PU | MARKET GROUP   | PRODUCT   | QUANTITY | UNIT  | ACRES | ADVERTISE PRICE |
|----|----------------|-----------|----------|-------|-------|-----------------|
| 1  | Quaking Aspen  | Sawtimber | 1.0      | MBF   | 23.3  | \$15,613.15     |
|    | Red Pine       |           | 76.9     | MBF   |       |                 |
|    | Mixed Aspen    | Pulpwood  | 15.0     | Cords |       |                 |
|    | Quaking Aspen  |           | 15.0     | Cords |       |                 |
|    | Mixed Hardwood |           | 4.0      | Cords |       |                 |
|    | Red Maple      |           | 4.0      | Cords |       |                 |
|    | Red Pine       |           | 148.0    | Cords |       |                 |
| 2  | Quaking Aspen  | Sawtimber | 0.7      | MBF   | 10.6  | \$13,810.25     |
|    | Red Maple      |           | 24.0     | MBF   |       |                 |
|    | Sugar Maple    |           | 10.5     | MBF   |       |                 |
|    | Mixed Aspen    | Pulpwood  | 11.0     | Cords |       |                 |
|    | B. T. Aspen    |           | 4.0      | Cords |       |                 |
|    | Quaking Aspen  |           | 7.0      | Cords |       |                 |
|    | Mixed Hardwood |           | 250.0    | Cords |       |                 |
|    | Black Cherry   |           | 4.0      | Cords |       |                 |
|    | Red Maple      |           | 167.0    | Cords |       |                 |
|    | Sugar Maple    |           | 79.0     | Cords |       |                 |
|    |                | TOTAL:    | 113.1    | MBF   |       |                 |
|    |                | TOTAL:    | 428.0    | Cords |       |                 |

# Sale Specific Conditions & Requirements

Sale Name: Powerline RP/HDWD Mix Sale Number: 52-008-18 Seg#: 1

#### 1 - Sale Area

#### 12 - Boundaries

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

The sale boundary and Payment Unit boundaries are marked and identified by blue, red and yellow paint, along with a powerline ROW. Exterior sale boundary lines against private property are marked with blue paint, with the exception of the southern boundary, which is unpainted and identified by the Consumers Energy right-of-way. 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. 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) 2, cut all trees that are two (2) inches or more at DBH.

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

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

#### 2.2 - Utilization

# 2.2.4 - Skidding length (2/14)

Skidding of lengths over 17 feet is permissible as long as the timber sale administrator approves the method and machinery used. If at any point damage exceeds specification 3.4.1, all of the remaining wood must be skid in lengths less than 17 feet.

# 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.

# 4.1.12 - No new roads (1/12)

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

allowed.

#### 4.2 - Maintenance

#### 4.2.4 - Grading (10/16)

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

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

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

# 5 - Operations

#### 5.1 - Notification

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

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

# 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 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, 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.

# 5.2.3.11 - Coppice regeneration protection (4/10)

Timber harvesting in Payment Unit 2 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

#### 5.8.5 - 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.

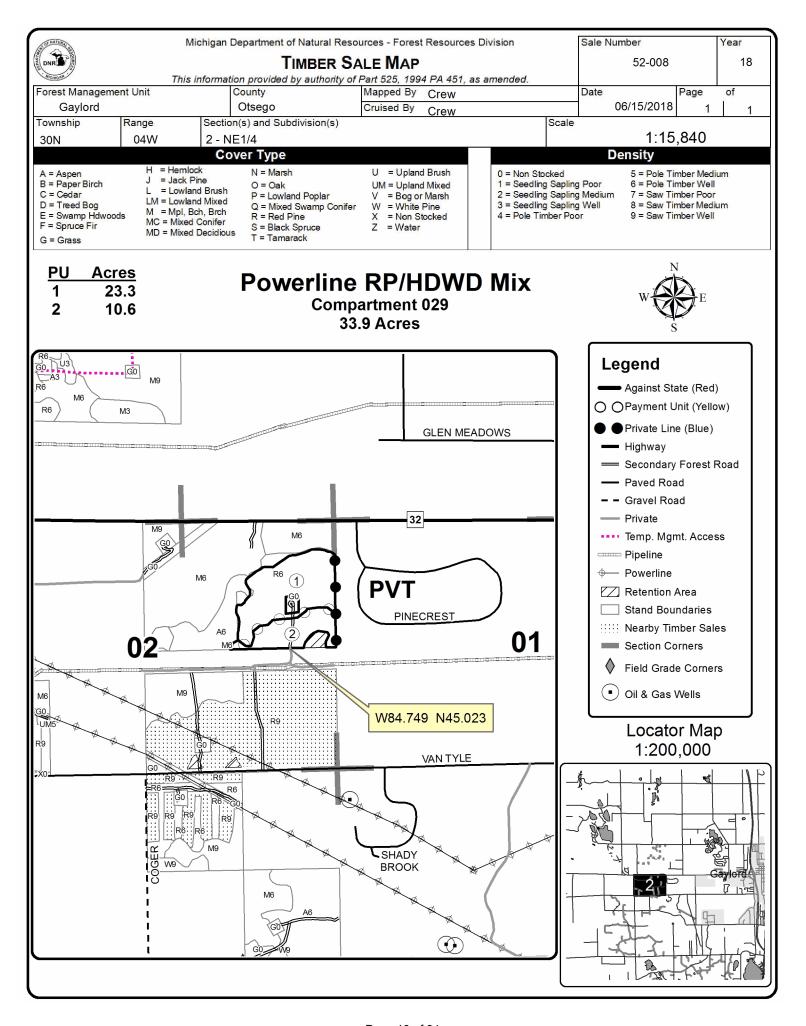
# 6 - Safety and Fire Prevention

#### 6.2 - Signing

# 6.2.1 - Road posting (9/09)

The Purchaser is responsible for posting and maintaining caution signs on Van Tyle 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 8/15/2018 9:40:13AM



# TIMBER SALE INFORMATION

Milbocker Hardwoods (52-015-18) T30N, R04W, SEC. 11; T30N, R04W, SEC. 14. Otsego County (Advertised Price \$47,038.75)

SALE NOTE: Operating restrictions are in place. See specs 5.2.3.1 and 5.2.3.3 for details.

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

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

| PRODUCTS & SPECIES | ESTIMATED UNITS* |       | <u>ADVI</u> | ERTISED PRICE |
|--------------------|------------------|-------|-------------|---------------|
| Sawtimber          |                  |       |             |               |
| Mixed Aspen        | 24.60            | MBF   | \$          | 67.00 / MBF   |
| Red Maple          | 126.50           | MBF   | \$          | 149.00 / MBF  |
| Sugar Maple        | 7.60             | MBF   | \$          | 370.00 / MBF  |
| Pulpwood           |                  |       |             |               |
| Mixed Aspen        | 61.00            | Cords | \$          | 24.15 / Cord  |
| Mixed Hardwood     | 758.00           | Cords | \$          | 27.85 / Cord  |
| Red Pine           | 7.00             | Cords | \$          | 49.00 / Cord  |
| White Pine         | 28.00            | Cords | \$          | 28.70 / Cord  |
|                    |                  |       |             |               |

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 11.77 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 \$2,352.00 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 48.7%

02 51.3%

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

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

| PU | MARKET GROUP   | PRODUCT   | QUANTITY | UNIT  | ACRES | ADVERTISE PRICE |
|----|----------------|-----------|----------|-------|-------|-----------------|
| 1  | Mixed Aspen    | Sawtimber | 3.9      | MBF   | 40.1  | \$22,909.95     |
|    | Quaking Aspen  |           | 3.9      | MBF   |       |                 |
|    | Red Maple      |           | 70.8     | MBF   |       |                 |
|    | Sugar Maple    |           | 4.2      | MBF   |       |                 |
|    | Mixed Aspen    | Pulpwood  | 5.0      | Cords |       |                 |
|    | Quaking Aspen  |           | 5.0      | Cords |       |                 |
|    | Mixed Hardwood |           | 362.0    | Cords |       |                 |
|    | Beech          | Sawtimber | 6.0      | MBF   |       |                 |
|    | Beech          | Pulpwood  | 27.0     | Cords |       |                 |
|    | Red Maple      |           | 291.0    | Cords |       |                 |
|    | Sugar Maple    |           | 32.0     | Cords |       |                 |
|    | Red Pine       |           | 7.0      | Cords |       |                 |
|    | Red Pine       | Sawtimber | 2.7      | MBF   |       |                 |
|    | Red Pine       | Pulpwood  | 2.0      | Cords |       |                 |
| 2  | Mixed Aspen    | Sawtimber | 20.7     | MBF   | 14.8  | \$24,128.80     |
|    | B. T. Aspen    |           | 4.5      | MBF   |       |                 |
|    | Quaking Aspen  |           | 16.2     | MBF   |       |                 |
|    | Red Maple      |           | 55.7     | MBF   |       |                 |
|    | Sugar Maple    |           | 3.4      | MBF   |       |                 |
|    | Mixed Aspen    | Pulpwood  | 56.0     | Cords |       |                 |
|    | B. T. Aspen    |           | 16.0     | Cords |       |                 |
|    | Quaking Aspen  |           | 40.0     | Cords |       |                 |
|    | Mixed Hardwood |           | 396.0    | Cords |       |                 |
|    | Black Cherry   | Sawtimber | 0.9      | MBF   |       |                 |
|    | Yellow Birch   |           | 1.4      | MBF   |       |                 |
|    | Beech          | Pulpwood  | 5.0      | Cords |       |                 |
|    | Black Cherry   |           | 10.0     | Cords |       |                 |
|    | Paper Birch    |           | 7.0      | Cords |       |                 |
|    | Red Maple      |           | 337.0    | Cords |       |                 |
|    | Sugar Maple    |           | 26.0     | Cords |       |                 |
|    | Yellow Birch   |           | 6.0      | Cords |       |                 |
|    | White Pine     |           | 28.0     | Cords |       |                 |
|    | White Pine     | Sawtimber | 2.6      | MBF   |       |                 |
|    | White Pine     | Pulpwood  | 23.0     | Cords |       |                 |
|    |                | TOTAL:    | 158.7    | MBF   |       |                 |
|    | <u> </u>       | TOTAL:    | 854.0    | Cords |       | <u> </u>        |

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# Sale Specific Conditions & Requirements

Sale Name: Milbocker Hardwoods Sale Number: 52-015-18 Seg#: 1

#### 1 - Sale Area

#### 1.2 - Boundaries

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

The sale boundary is 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, with the exception of the north end of Payment Unit 1, which is unpainted and identified by Milbocker Road. Regeneration gaps within Payment Unit 1 are marked with yellow paint. The painted boundary line trees are not Included Timber and are to be protected.

# 2 - Timber Specifications

#### 2.1 - Included Timber

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

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

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

Within Payment Unit(s) 1, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. In addition, within the designated regeneration gaps bounded by yellow paint, cut all trees that are two (2) inches or more at DBH.

# 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.

# 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.

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

# 5 - Operations

#### 5.1 - Notification

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

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

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

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

#### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

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

No slash may exceed 24 inches in height.

# 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 May 15 to August 15. This restriction is to protect the Little Brown Bat.

# 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.

# 5.2.32 - 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 hiking/ski trail 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. 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.

# 6 - Safety and Fire Prevention

# 6.2 - Signing

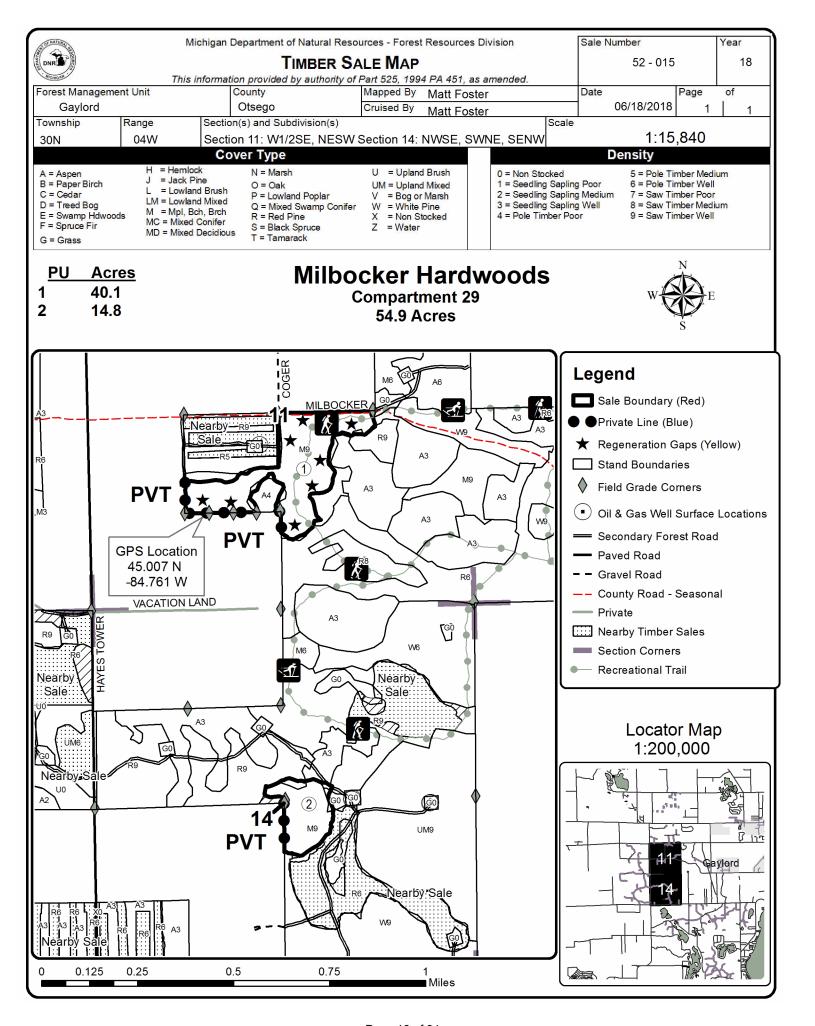
# 6.2.1 - Road posting (9/09)

The Purchaser is responsible for posting and maintaining caution signs on Milbocker 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.

# 6.2.3 - Recreational trail posting (2/10)

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

Section Name: Sale Specific Current as of 8/8/2018 8:51:10AM



# TIMBER SALE INFORMATION

Dog Hair Aspen (52-016-18)
T29N, R03W, SEC. 15; T29N, R03W, SEC. 22.
Otsego County (Advertised Price \$43,946.85)

SALE NOTE: Average aspen stand with some topography throughout, but overall good terrain. Sale is accessed from Salem Rd. Due to proximity to adjacent oak stands, oak specs will apply.

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>ESTIMATED UNITS*</b> |       | <u>ADV</u> | ERTISED PRICE |
|--------------------|-------------------------|-------|------------|---------------|
| Sawtimber          |                         |       |            |               |
| Mixed Aspen        | 70.00                   | MBF   | \$         | 63.00 / MBF   |
| Red Maple          | 4.80                    | MBF   | \$         | 139.00 / MBF  |
| Red Oak            | 2.60                    | MBF   | \$         | 240.00 / MBF  |
| White Pine         | 30.80                   | MBF   | \$         | 54.00 / MBF   |
| Pulpwood           |                         |       |            |               |
| Mixed Aspen        | 1,310.00                | Cords | \$         | 22.65 / Cord  |
| Mixed Hardwood     | 149.00                  | Cords | \$         | 26.15 / Cord  |
| Paper Birch        | 13.00                   | Cords | \$         | 20.20 / Cord  |
| Red Oak            | 36.00                   | Cords | \$         | 21.15 / Cord  |
| White Pine         | 74.00                   | Cords | \$         | 26.90 / Cord  |

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 13.90 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 \$2,197.00 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

59.9%

01 59.9% 02 40.1%

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

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

| PU | MARKET GROUP   | PRODUCT   | QUANTITY | UNIT  | ACRES | ADVERTISE PRICE |
|----|----------------|-----------|----------|-------|-------|-----------------|
| 1  | Mixed Aspen    | Sawtimber | 41.8     | MBF   | 49.1  | \$26,309.5      |
|    | B. T. Aspen    |           | 29.1     | MBF   |       |                 |
|    | Quaking Aspen  |           | 12.7     | MBF   |       |                 |
|    | Red Maple      |           | 2.9      | MBF   |       |                 |
|    | Red Oak        |           | 1.6      | MBF   |       |                 |
|    | White Pine     |           | 18.4     | MBF   |       |                 |
|    | Mixed Aspen    | Pulpwood  | 784.0    | Cords |       |                 |
|    | B. T. Aspen    |           | 512.0    | Cords |       |                 |
|    | Quaking Aspen  |           | 272.0    | Cords |       |                 |
|    | Mixed Hardwood |           | 89.0     | Cords |       |                 |
|    | Beech          |           | 6.0      | Cords |       |                 |
|    | Black Cherry   |           | 2.0      | Cords |       |                 |
|    | Red Maple      |           | 81.0     | Cords |       |                 |
|    | Paper Birch    |           | 8.0      | Cords |       |                 |
|    | Red Oak        |           | 22.0     | Cords |       |                 |
|    | White Pine     |           | 44.0     | Cords |       |                 |
| 2  | Mixed Aspen    | Sawtimber | 28.2     | MBF   | 33.0  | \$17,637.3      |
|    | B. T. Aspen    |           | 19.6     | MBF   |       |                 |
|    | Quaking Aspen  |           | 8.6      | MBF   |       |                 |
|    | Red Maple      |           | 1.9      | MBF   |       |                 |
|    | Red Oak        |           | 1.0      | MBF   |       |                 |
|    | White Pine     |           | 12.4     | MBF   |       |                 |
|    | Mixed Aspen    | Pulpwood  | 526.0    | Cords |       |                 |
|    | B. T. Aspen    |           | 344.0    | Cords |       |                 |
|    | Quaking Aspen  |           | 182.0    | Cords |       |                 |
|    | Mixed Hardwood |           | 60.0     | Cords |       |                 |
|    | Beech          |           | 4.0      | Cords |       |                 |
|    | Black Cherry   |           | 2.0      | Cords |       |                 |
|    | Red Maple      |           | 54.0     | Cords |       |                 |
|    | Paper Birch    |           | 5.0      | Cords |       |                 |
|    | Red Oak        |           | 14.0     | Cords |       |                 |
|    | White Pine     |           | 30.0     | Cords |       |                 |
|    |                |           |          |       |       |                 |
|    |                | TOTAL:    | 108.2    | MBF   |       |                 |

# Sale Specific Conditions & Requirements

Sale Name: Dog Hair Aspen Sale Number: 52-016-18 Seq#: 1

#### 1 - Sale Area

#### 1.2 - Boundaries

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

The sale boundary and Payment Unit boundaries are marked and identified by blue, red and yellow paint, along with a road. Exterior sale boundary lines against private property are marked with blue paint, with the exception of the east line, which is unpainted and identified by the gas well road. Exterior sale boundary lines against state are marked with red paint. Retention islands 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. Yellow painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid.

# 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1 and 2, cut all trees that are two (2) inches or more at DBH, except do not cut trees that are marked with timber teal paint.

# 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.

# 4 - Transportation

# 4.1 - Construction

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

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

# 4.1.6 - Road construction (1/09)

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

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

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth. These roads must be rendered impassable to cars and trucks. Contact the sale administrator for specific details of design and placement.

# 4.2 - Maintenance

#### 4.2.4 - Grading (10/16)

For completion of the sale, state forest roads must be graded. In general, this will require a road grader or bull dozer to shape up the roads after forest products have been hauled off site. The grading equipment to be used must be approved by the Unit Manager or his/her representative.

# 5 - Operations

#### 5.1 - Notification

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

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations to determine landing and road locations. The Unit Manager or his/her representative must be contacted at least 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 or pipeline company prior to operating equipment in the vicinity of well heads or natural gas pipelines.

# 5.2 - Conduct of Operations

#### 5.2.1 - Slash

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

No slash may exceed 36 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

# 5.2.3.5 - Oak wilt restriction (1/18)

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

# 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.

# 5.2.32 - 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.

#### 5.4 - Soil Protection

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

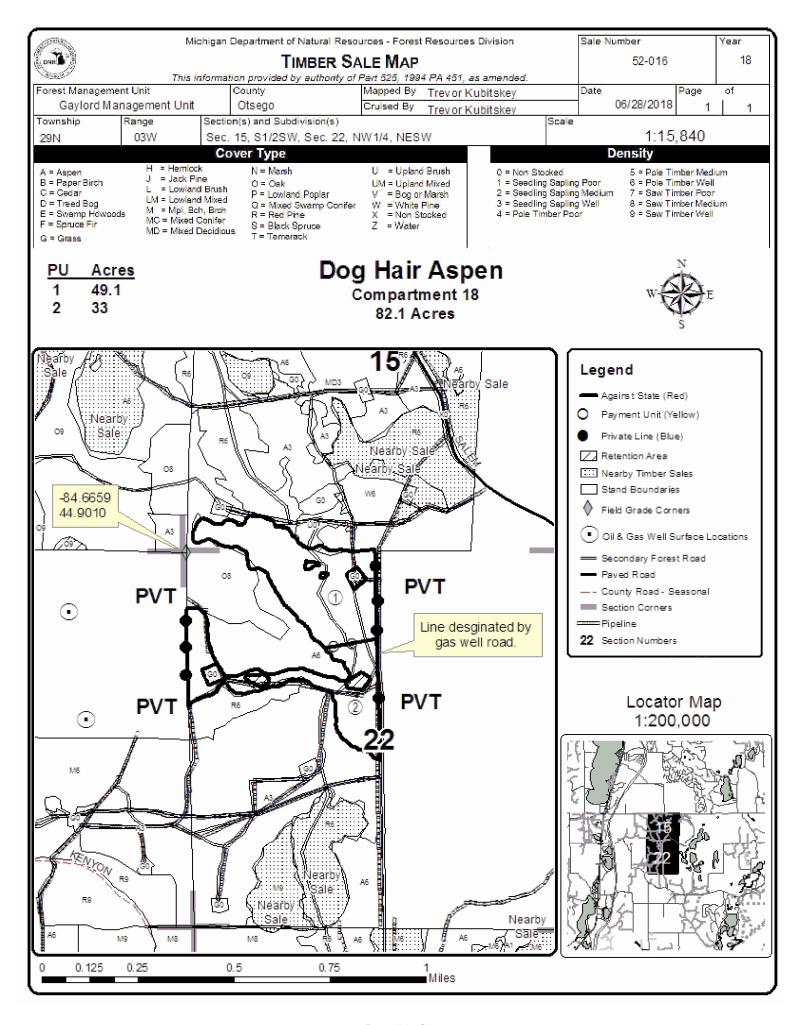
Operations are to cease immediately if equipment and weather conditions result in rutting of roads and/or skid trails which is 12 inches or greater in depth and 50 feet in length. The Unit Manager or his/her representative may restrict hauling and/or skidding if ruts exceed the specified depth. With 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 8/8/2018 10:04:16AM



# TIMBER SALE INFORMATION

# Cartoon Hardwoods (52-017-18) T29N, R05W, SEC. 7. Antrim County (Advertised Price \$101,070.35)

SALE NOTE: This sale has good access and no operating restrictions.

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

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

| PRODUCTS & SPECIES | ESTIMATED UNITS* |       | <u>ADV</u> | ERTISED PRICE |
|--------------------|------------------|-------|------------|---------------|
| Sawtimber          |                  |       |            |               |
| Basswood           | 78.60            | MBF   | \$         | 66.00 / MBF   |
| Quaking Aspen      | 51.80            | MBF   | \$         | 67.00 / MBF   |
| Sugar Maple        | 184.30           | MBF   | \$         | 370.00 / MBF  |
| Pulpwood           |                  |       |            |               |
| Basswood           | 227.00           | Cords | \$         | 7.55 / Cord   |
| Mixed Hardwood     | 757.00           | Cords | \$         | 27.85 / Cord  |
| Quaking Aspen      | 59.00            | Cords | \$         | 24.15 / Cord  |
|                    |                  |       |            |               |

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 12.90 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

# **BOND AND PAYMENT SCHEDULE:**

- 1. A bond in the amount of \$5,054.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The remainder is due before cutting begins.
  - (c) Payment for each of the following units must be made before cutting begins in that unit:

PAYMENT UNIT NUMBER

PERCENT OF TOTAL SALE VALUE

01

100.0%

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

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

| PU | MARKET GROUP   | PRODUCT   | QUANTITY | UNIT  | ACRES | ADVERTISE PRICE |
|----|----------------|-----------|----------|-------|-------|-----------------|
| 1  | Basswood       | Sawtimber | 78.6     | MBF   | 56.1  | \$101,070.35    |
|    | Quaking Aspen  |           | 51.8     | MBF   |       |                 |
|    | Sugar Maple    |           | 184.3    | MBF   |       |                 |
|    | Basswood       | Pulpwood  | 227.0    | Cords |       |                 |
|    | Mixed Hardwood |           | 757.0    | Cords |       |                 |
|    | Beech          | Sawtimber | 7.5      | MBF   |       |                 |
|    | Black Cherry   |           | 3.4      | MBF   |       |                 |
|    | Red Maple      |           | 1.7      | MBF   |       |                 |
|    | Beech          | Pulpwood  | 21.0     | Cords |       |                 |
|    | Black Cherry   |           | 32.0     | Cords |       |                 |
|    | Ironwood       |           | 33.0     | Cords |       |                 |
|    | Red Maple      |           | 10.0     | Cords |       |                 |
|    | Sugar Maple    |           | 636.0    | Cords |       |                 |
|    | Quaking Aspen  |           | 59.0     | Cords |       |                 |
|    |                | TOTAL:    | 314.7    | MBF   |       |                 |
|    |                | TOTAL:    | 1,043.0  | Cords |       |                 |

# Sale Specific Conditions & Requirements

Sale Name: Cartoon Hardwoods Sale Number: 52-017-18 Seq#: 1

#### 1 - Sale Area

#### 1.2 - Boundaries

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

The sale boundary is 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. Red painted trees along adjacent A3 stands may be harvested; all other painted boundary line trees are not Included Timber and are to be protected.

# 2 - Timber Specifications

#### 2.1 - Included Timber

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

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

# 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)

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

#### 5.1 - Notification

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

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

# 5.1.3 - 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.

# 5.1.4 - 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

# 5.2.1.8 - Slash height (12/08)

No slash may exceed 30 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.

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

All decking and landing areas must have the surface area restored to a condition equal to or better than before. This is to ensure the proper regeneration of the stand. Wood debris, chips and "cookies" from trimmings must be removed or scattered away from landing and loading areas and may not be windrowed on the edge.

# 5.4 - Soil Protection

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

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

# 5.8 - Protection of Endangered Species

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

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

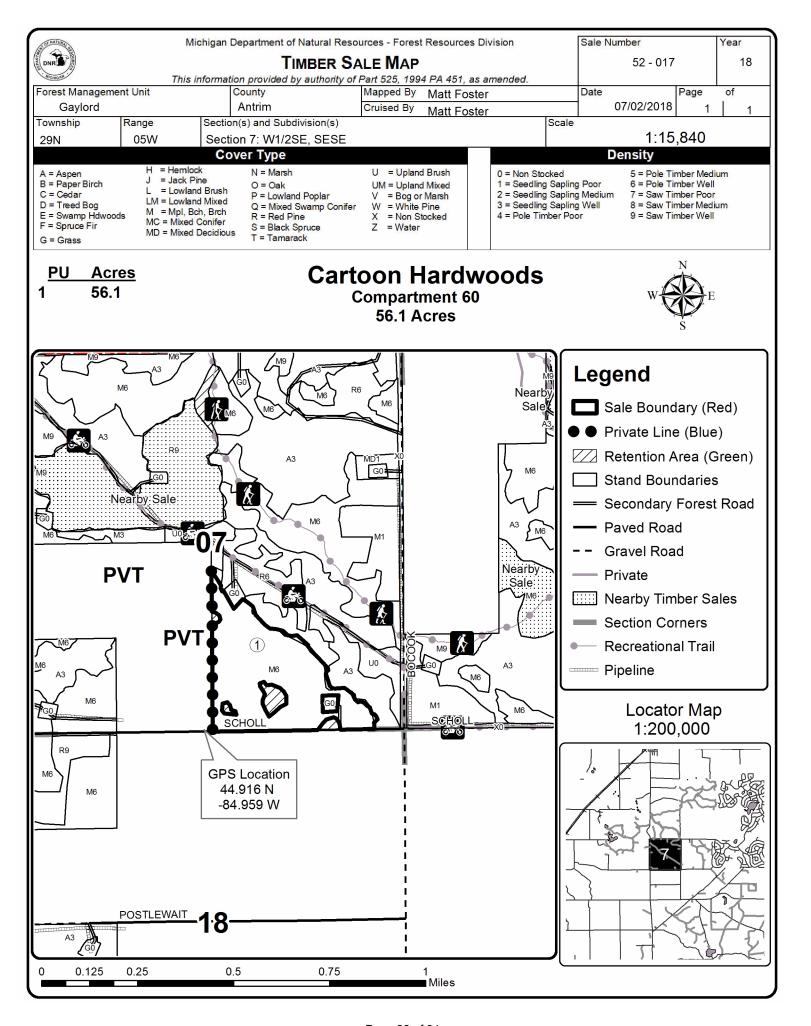
#### 6 - Safety and Fire Prevention

# 6.2 - Signing

# 6.2.3 - Recreational trail posting (2/10)

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

Section Name: Sale Specific Current as of 8/8/2018 8:11:21AM



TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

EEDEDAI ID:

# **BID FORM**

**GAYLORD MANAGEMENT UNIT GAYLORD OFFICE** 

Powerline RP/HDWD Mix (52-008-18) T30N, R04W, SEC. 2; Otsego COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on September 20, 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* | ADVERTISED PRICE |            | BID PRICE/UNIT |
|--------------------|------------------|---------|------------------|------------|----------------|
| Sawtimber          |                  |         |                  |            |                |
| Quaking Aspen      | 1.70             | MBF     | \$               | 63.00/MBF  | \$             |
| Red Maple          | 24.00            | MBF     | \$               | 139.00/MBF | \$             |
| Red Pine           | 76.90            | MBF     | \$               | 108.00/MBF | \$             |
| Sugar Maple        | 10.50            | MBF     | \$               | 347.00/MBF | \$             |
| Pulpwood           |                  |         |                  |            |                |
| Mixed Aspen        | 26.00            | Cords   | \$               | 22.65/Cord | \$             |
| Mixed Hardwood     | 254.00           | Cords   | \$               | 26.15/Cord | \$             |
| Red Pine           | 148.00           | Cords   | \$               | 45.95/Cord | \$             |
|                    |                  |         |                  |            |                |

\*The volumes are statistically estimated within plus (+) or minus (-) 20.12 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

|           | FEDERAL ID:            | or SOCI              | AL SECURITY NUMBER | R:                       |  |
|-----------|------------------------|----------------------|--------------------|--------------------------|--|
|           | Company or individua   | l bidding:           |                    |                          |  |
|           | Company representat    | ive's name:          |                    |                          |  |
|           | Address:               |                      |                    |                          |  |
|           | City:                  | State:               | Zip:               |                          |  |
| IF AVAIL  | ABLE, PLEASE PLACE     | THE PERSONALIZED LAB | EL FROM YOUR PROSE | PECTUS IN THE ABOVE BOX. |  |
| Individua | I or company represent | ative's signature:   |                    | Date:                    |  |
| Phone nu  | umber :                |                      | 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.

| <ul> <li>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.</li> </ul> |   |  |  |  |  |  |
|---|---|--|--|--|--|--|
| All Information must be typed or printed except for written signatures.   |   |  |  |  |  |  |
| Please Check Appropriate Categories:  |   |  |  |  |  |  |
| <ul> <li>My business is organized as (you must c</li> <li>A. Sole Proprietorship (individual)</li> <li>B. Partnership</li> <li>C. Corporation</li> </ul>  | heck <u>one</u> of the  | e boxes below):  |  |  |  |  |
| Worker's Compensation Laws.  B. I certify my business has satisfied its o be Exclusion (BWC-337, Rev. 5/96). I will questions or a copy of the BWC-337, pl  C. I certify my business has a Worker's Coone (21) days of the contract award.      | rship and it has no oligation to the W provide a copy of lease call the Wormpensation Police ou must indicated and active partners. | To employees but the sole proprietor. I am not subject to the Vorker's Compensation Act through the use of an approved Notice of if the Notice of Exclusion within 21 days of the contract award. (For orker's Compensation Bureau at 517 -322-1195).  Cy. I will provide an original Certificate of Insurance within twenty-ate the number of <b>both</b> full-time and part-time employees, other ners (if none, you must enter "0").  Part-time Employees |  |  |  |  |
| lame of Business  |   | Federal ID (or) Social Security No.  |  |  |  |  |
| ddress  |   | Telephone ( )  |  |  |  |  |
| Sity  | State   | ZIP  |  |  |  |  |
| hereby certify that the above information is transferred factors affecting my coverage during any of  Signature of Owner or Authorized Representative   |   | I agree to notify the Michigan DNR of any changes that occur d future operations.  |  |  |  |  |
| Title   |   | Date   |  |  |  |  |

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

EEDEDAI ID:

# **BID FORM**

**GAYLORD MANAGEMENT UNIT GAYLORD OFFICE** 

# Milbocker Hardwoods (52-015-18) T30N, R04W, SEC. 11; T30N, R04W, SEC. 14; Otsego COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on September 20, 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 \ | /OLUME* | AD' | VERTISED PRICE | <b>BID PRICE/UNIT</b> |
|--------------------|-------------|---------|-----|----------------|-----------------------|
| Sawtimber          |             |         |     |                |                       |
| Mixed Aspen        | 24.60       | MBF     | \$  | 67.00/MBF      | \$                    |
| Red Maple          | 126.50      | MBF     | \$  | 149.00/MBF     | \$                    |
| Sugar Maple        | 7.60        | MBF     | \$  | 370.00/MBF     | \$                    |
| Pulpwood           |             |         |     |                |                       |
| Mixed Aspen        | 61.00       | Cords   | \$  | 24.15/Cord     | \$                    |
| Mixed Hardwood     | 758.00      | Cords   | \$  | 27.85/Cord     | \$                    |
| Red Pine           | 7.00        | Cords   | \$  | 49.00/Cord     | \$                    |
| White Pine         | 28.00       | Cords   | \$  | 28.70/Cord     | \$                    |

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

|           | FEDERAL ID:            | or SOCI              | AL SECURITY NUMBER | R:                       |  |
|-----------|------------------------|----------------------|--------------------|--------------------------|--|
|           | Company or individua   | l bidding:           |                    |                          |  |
|           | Company representat    | ive's name:          |                    |                          |  |
|           | Address:               |                      |                    |                          |  |
|           | City:                  | State:               | Zip:               |                          |  |
| IF AVAIL  | ABLE, PLEASE PLACE     | THE PERSONALIZED LAB | EL FROM YOUR PROSE | PECTUS IN THE ABOVE BOX. |  |
| Individua | I or company represent | ative's signature:   |                    | Date:                    |  |
| Phone nu  | umber :                |                      | 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 (-) 11.77 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) |
| 5                                |
| Forest Management Unit:          |

As required by Act 217 P. A. 1060 (Marker's Compensation) and

Signature of Owner or Authorized Representative

Title

|      | Part 5 of Act 451 of 1994, as amended.   | and   |                           |
|------|--|---|---------------------------|
| VE   | RIFICATION OF WORKER'S DISABILITY COMPENSA   | TION ACT COMPLIANCE   |                           |
| •    | This verification must be completed and submitted within sale contract.  | n 21 days of contract award and prior to the issuance   | of the timber             |
| •    | In addition, if boxes 2B or 2C are checked, then Notice twenty-one (21) days of the contract award and prior to the  |   | mitted within             |
| •    | All Information must be typed or printed except for written  | n signatures.   |                           |
| Ple  | ease Check Appropriate Categories:   |   |                           |
| 1.   | My business is organized as (you <b>must</b> check <u>one</u> of th A. ☐ Sole Proprietorship (individual)  B. ☐ Partnership  C. ☐ Corporation  | ne boxes below):  |                           |
| 2.   | <ul> <li>You must check one of the boxes below:</li> <li>A.  I certify my business is a sole proprietorship and it has a Worker's Compensation Laws.</li> <li>B.  I certify my business has satisfied its o bligation to the W Exclusion (BWC-337, Rev. 5/96). I will provide a copy of questions or a copy of the BWC-337, please call the W.</li> <li>C.  I certify my business has a Worker's Compensation Polone (21) days of the contract award.</li> </ul> | Norker's Compensation Act through the use of an approved of the Notice of Exclusion within 21 days of the contract aw orker's Compensation Bureau at 517-322-1195). | d Notice of<br>/ard. (For |
| 3.   | If you have checked item 2(A) or 2(B), you <b>must</b> indic than yourself, including family members and active particles.   |   | loyees, other             |
|      | Full-time Employees  | Part-time Employe   | es                        |
| Nam  | ne of Business   | Federal ID (or) Social Security No.   |                           |
| Add  | ress   | Telephone ( )   |                           |
| City | State  | ZIP   |                           |
|      | ereby certify that the above information is true and correct<br>factors affecting my coverage during any of my present an  |   | s that occur              |

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

Date

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

TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

EEDEDAL ID:

#### **BID FORM**

# **GAYLORD MANAGEMENT UNIT GAYLORD OFFICE**

# Cartoon Hardwoods (52-017-18) T29N, R05W, SEC. 7; Antrim COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on September 20, 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 Y | VOLUME* | <u>AD</u> | VERTISED PRICE | BID PRICE/U | UNIT |
|--------------------|-------------|---------|-----------|----------------|-------------|------|
| Sawtimber          |             |         |           |                |             |      |
| Basswood           | 78.60       | MBF     | \$        | 66.00/MBF      | \$          |      |
| Quaking Aspen      | 51.80       | MBF     | \$        | 67.00/MBF      | \$          |      |
| Sugar Maple        | 184.30      | MBF     | \$        | 370.00/MBF     | \$          |      |
| Pulpwood           |             |         |           |                |             |      |
| Basswood           | 227.00      | Cords   | \$        | 7.55/Cord      | \$          |      |
| Mixed Hardwood     | 757.00      | Cords   | \$        | 27.85/Cord     | \$          |      |
| Quaking Aspen      | 59.00       | Cords   | \$        | 24.15/Cord     | \$          |      |
|                    |             |         |           |                |             |      |

\*The volumes are statistically estimated within plus (+) or minus (-) 12.90 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 | JRITY NUMBER: |  |  |  |
|---|---|----------------|---------------|--|--|--|
|   | Company or individual bidding:                    |                |               |  |  |  |
|   | Company representative's name:                    |                |               |  |  |  |
|   | Address:  |                |               |  |  |  |
|   | City:   | State:         | Zip:          |  |  |  |
| F AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX. |   |                |               |  |  |  |
| ndividual   | dual or company representative's signature: Date: |                |               |  |  |  |
| Phone nu  |   |                | optional):    |  |  |  |

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



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

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

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

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

# VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract. In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract.

| •   | All Information must be typed or printed   |                     |   |  |  |  |  |
|---|--|---------------------|---|--|--|--|--|
|   | All Information must be typed or printed except for written signatures.  |                     |   |  |  |  |  |
| Plea  | ase Check Appropriate Categories:  |                     |   |  |  |  |  |
|   | My business is organized as (you <b>must</b> A. ☐ Sole Proprietorship (individual) B. ☐ Partnership C. ☐ Corporation               | check <u>one</u> of | f the 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 the Worker's Compensation Laws.</li> <li>B. ☐ I certify my business has satisfied its o bligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).</li> <li>C. ☐ I certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty-one (21) days of the contract award.</li> </ul> |  |                     |   |  |  |  |  |
|   | If you have checked item 2(A) or 2(B), than yourself, including family members Full-time Er  | and active p        | ndicate the number of <b>both</b> full-time and part-time employees, other partners (if none, you must enter "0").  Part-time Employees |  |  |  |  |
| Name  | e of Business  |                     | Federal ID (or) Social Security No.   |  |  |  |  |
| Addre   | ess  |                     | Telephone ( )   |  |  |  |  |
| City  |  | State               | ZIP   |  |  |  |  |
| n fa  | reby certify that the above information is ctors affecting my coverage during any or gnature of Owner or Authorized Representative |                     | rect. I agree to notify the Michigan DNR of any changes that occur t and future operations.   |  |  |  |  |

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

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

EEDEDAI ID:

# **BID FORM**

GAYLORD MANAGEMENT UNIT GAYLORD OFFICE

# Dog Hair Aspen (52-016-18)

T29N, R03W, SEC. 15; T29N, R03W, SEC. 22; Otsego COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on September 20, 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 Sawtimber | ESTIMATED V | <u>'OLUME*</u> | <u>AD'</u> | VERTISED PRICE | BID PRICE/UNIT |
|------------------------------|-------------|----------------|------------|----------------|----------------|
| Mixed Aspen                  | 70.00 I     | MBF            | \$         | 63.00/MBF      | \$             |
| Red Maple                    | 4.80 I      | MBF            | \$         | 139.00/MBF     | \$             |
| Red Oak                      | 2.60 I      | MBF            | \$         | 240.00/MBF     | \$             |
| White Pine                   | 30.80 I     | MBF            | \$         | 54.00/MBF      | \$             |
| Pulpwood                     |             |                |            |                |                |
| Mixed Aspen                  | 1,310.00    | Cords          | \$         | 22.65/Cord     | \$             |
| Mixed Hardwood               | 149.00      | Cords          | \$         | 26.15/Cord     | \$             |
| Paper Birch                  | 13.00       | Cords          | \$         | 20.20/Cord     | \$             |
| Red Oak                      | 36.00       | Cords          | \$         | 21.15/Cord     | \$             |
| White Pine                   | 74.00       | Cords          | \$         | 26.90/Cord     | \$             |
|                              |             |                |            |                |                |

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 13.90 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.

|            | LDLIVAL ID                          | 01 3001AL 3L00     | TITT NOMBLIK         |                |   |  |
|------------|-------------------------------------|--------------------|----------------------|----------------|---|--|
|            | 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 | THE ABOVE BOX. |   |  |
| Individual | or company representative's signatu | re:                |                      | Date:          | _ |  |
| Phone nu   | Phone number : Email (optional):    |                    |                      |                |   |  |

or SOCIAL SECUDITY NUMBED:

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



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

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

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

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

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

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

| •  | In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract.   |                                    |
|--|---|------------------------------------|
| •  | All Information must be typed or printed except for written signatures.   |                                    |
| Please Check Appropriate Categories:   |   |                                    |
| 1.   | <ul> <li>My business is organized as (you must check one of the boxes below):</li> <li>A. □ Sole Proprietorship (individual)</li> <li>B. □ Partnership</li> <li>C. □ Corporation</li> </ul>   |                                    |
| 3.   | <ul> <li>A.  \[ \] I certify my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.</li> <li>B.  \[ \] I certify my business has satisfied its o bligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).</li> <li>C.  \[ \] I certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty-one (21) days of the contract award.</li> </ul> |                                    |
| Nam  | lame of Business  | ederal ID (or) Social Security No. |
| Address  |   | elephone<br>)                      |
| City   | City State ZI   | P                                  |
| 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 |   |                                    |
|  | THE   | Dale                               |

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