

DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

TIMBER SALE PROSPECTUS #6840

<u>SCHEDULED SALE DATE AND TIME:</u> 8:30 a.m. (local time) on April 7, 2021. <u>LOCATION:</u> CRYSTAL FALLS MGMT UNIT, 1420 US 2 WEST, CRYSTAL FALLS, MI 49920.

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

<u>GNA2 Junco</u> (12-809-20) / T46N, R39W, SEC. 22, E1/2SW,SE. T46N, R39W, SEC. 23, S1/2NW,SWNE,SW,SE. T46N, R39W, SEC. 24, SWSW. T46N, R39W, SEC. 25, W1/2NW,NWSW. T46N, R39W, SEC. 26, NW,NE,NESE. T46N, R39W, SEC. 27, E1/2NE. Ottawa County, Advertised Price \$144,701.85, 386.9 Acres, Hardwood, Aspen.

SALE NOTE: This is a Good Neighbor Authority (GNA) timber sale on national forest land. This timber sale was set-up and is being advertised by the Michigan DNR for the US Forest Service. The contract will be awarded and administered by the Michigan DNR. Note the additional Sale Specific Conditions & Requirements containing the acronym 'GNA'.

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

<u>GNA2 Laplander</u> (12-810-20) / T46N, R39W, SEC. 14, SW,NWSE,S1/2SE. T46N, R39W, SEC. 23, NENW,NE. T46N, R39W, SEC. 24, NW. Ottawa County, Advertised Price \$173,624.00, 272.7 Acres, Red Pine, Aspen.

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<u>GNA2 Snowbird</u> (12-812-20) / T46N, R38W, SEC. 30, NW,SWNE,N1/2SW. T46N, R39W, SEC. 24, N1/2SW,SESW,NWSE,S1/2SE. T46N, R39W, SEC. 25, NW,NE,N1/2SW,SE. T46N, R39W, SEC. 26, NENE. Ontonagon County, Advertised Price \$148,895.70, 341.5 Acres, Hardwood, Red Pine.

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

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

Bids must be received by the Unit Manager, CRYSTAL FALLS OFFICE, 1420 US 2 West, Crystal Falls, MI 49920, no later than 8:30 a.m. (local time) on April 7, 2021. For further information concerning this sale, contact Dan McNamee at 906-875-6622.

2. Bidder's Qualifications (5/16)

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

3. Preparation of Sealed Bids (5/16)

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

4. Submission of Sealed Bids (5/16)

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

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

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

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

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

6. Award of Contract (1/11)

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

7. Down Payment (1/11)

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

8. Performance Security (1/11)

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

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

9. Timber Sale Contract (7/18)

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

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

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

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

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

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

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

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

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

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

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

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

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

b. That the Bidder and its principals have not within a 3-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

c. That the Bidder and its principals are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph b of this certification.

d. That the Bidder and its principals have not within a 3-year period preceding this bid had one or more public transactions (Federal, State, or local) terminated for breach or default of a timber or forest product contract.

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

DAN EICHINGER Director

TIMBER SALE INFORMATION

GNA2 Junco (12-809-20)

T46N, R39W, SEC. 22; T46N, R39W, SEC. 23; T46N, R39W, SEC. 24; T46N, R39W, SEC. 25; T46N, R39W, SEC. 26; T46N, R39W, SEC. 27.

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A timber sale contract for this lump sum, sealed bid timber sale will be awarded to the responsible bidder offering the highest sealed bid price. All units of volume listed below were estimated using the T-Sale computer program and our traditional volume equations. Bids must be at or above the following advertised price for each product and species:

PRODUCTS & SPECIES	ESTIMATE	D UNITS*	ADV	ERTISED PRICE
Sawtimber				
Basswood	15.1	MBF	\$	65.00 / MBF
Red Maple	95.7	MBF	\$	84.00 / MBF
Red Pine	228.1	MBF	\$	115.00 / MBF
Sugar Maple	163.8	MBF	\$	154.00 / MBF
Yellow Birch	3.6	MBF	\$	40.00 / MBF
Pulpwood				
Balsam Fir	98	Cords	\$	13.85 / Cord
Basswood	51	Cords	\$	6.45 / Cord
Mixed Hardwood	2,962	Cords	\$	15.15 / Cord
Paper Birch	6	Cords	\$	5.75 / Cord
Quaking Aspen	1,077	Cords	\$	26.70 / Cord
Red Pine	225	Cords	\$	37.10 / Cord
White Spruce	32	Cords	\$	11.95 / Cord

* 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 \$7,235.00 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

	I LINGLINI OF TOTAL GALL
01	3.6%
02	24.8%
03	18.3%
04	8.7%
05	8.5%
06	12.6%
07	12.8%
08	5.8%
09	4.9%

4. If no cutting takes place, the 10% down payment will not be refunded.

5. Operations on the contract issued will terminate on 09/29/2024.

SALE STATISTICS

SALE VOLUMES

VOL	UME	STATISTICAL RANGE IN CORDS		ANGE IN CORDS
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
431,474	5,462	0.00%	5,462	5,462

VDU VOLUMES

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

	VOLI	JME		RANGE I	N CORDS
VDU	TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
1	18,897	239	38.24%	148	331
2	36,064	457	10.92%	407	506
3	12,948	164	21.89%	128	200
4	78,684	996	15.89%	838	1,154
25	33,780	428	19.49%	344	511
28	22,436	284	38.12%	176	392
36	23,566	298	21.29%	235	362
42	57,860	732	39.63%	442	1,023
44	52,353	663	22.51%	514	812
47	10,878	138	28.36%	99	177
54	5,846	74	91.86%	6	142
66	4,787	61	67.82%	20	102
71	44,145	559	21.82%	437	681
74	11,803	149	46.34%	80	219
77	2,417	31	111.15%	3	65
78	15,010	190	41.39%	111	269
TOTAL:	431,474	5,462		3,980	6,944

VDU TO PAYMENT UNIT

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

VDU	VDU ACRES	PU	PU ACRES
1	17.9	1	17.9
2	18.0	2	18.0
3	14.7	4	14.7
4	33.6	3	33.6
25	35.2	4	35.2
28	37.9	9	37.9
36	37.9	8	37.9
42	56.8	7	56.8
44	52.2	6	52.2
47	6.0	3	6.0
54	4.8	2	4.8
66	6.5	8	6.5
71	43.1	5	43.1
74	11.7	6	11.7
77	2.7	2	2.7
78	7.9	2	7.9
TOTAL:	386.9		386.9

DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)

1 Red Maple Balsam Fir Mixed Hardwood Sawtimber Balsam Fir Mixed Hardwood 8.5 Bills Fir Mixed Hardwood MBF Bills Bills Balsam Fir Mixed Hardwood Sawtimber Balsam Fir Mixed Hardwood Sawtimber Bills Balsam Fir Mixed Hardwood Sawtimber Bills Balsam Fir Bills Balsam Fir Balsam Fir Balsam Fir Pulpwood 0.9 Bills Balsam Fir Pulpwood MBF Bills Balsam Fir Balsam Fir Pulpwood 33.4 Bills Cords Sastimber Cords Sastimber Cords 3 Red Maple Balsam Fir Balsam Fir Balsam Fir Balsam Fir Pulpwood Sawtimber Cords 2.5 Bills Cords MBF Cords 39.6 Cords S26,447.30 3 Red Maple Sugar Maple Sawtimber 2.5 Cords MBF Cords 39.6 Cords S26,447.30 4 Red Maple Sugar Maple Sawtimber 2.5 Cords MBF Cords 39.6 Cords S26,447.30 4 Red Maple Sugar Maple Sawtimber 12.3 Cords MBF 49.9 S12.552.20 4 Red Maple Sugar Maple Sawtimber 12.3 Cords MBF 49.9 S12.552.20 5 Red Maple Sugar Maple Sawtimber 12.3 Cords MBF 49.9 S12.552.20 6 Red Maple Sugar Maple Saw	PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
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Sugar Maple35.9MBFBasswoodPulpwood5CordsMixed Hardwood406Cords	7	Basswood	Sawtimber	4.9	MBF	56.8	\$18,551.95
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BasswoodPulpwood5CordsMixed Hardwood406Cords		-		35.9	MBF		
Mixed Hardwood 406 Cords		•	Pulpwood		Cords		
				406			
		Red Maple		68	Cords		

DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU), CON'T

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
7 con't	Sugar Maple	Pulpwood	330	Cords		
	Yellow Birch	-	8	Cords		
	Paper Birch		6	Cords		
	Quaking Aspen		220	Cords		
8	Basswood	Sawtimber	6.2	MBF	44.4	\$8,425.30
	Red Maple		7.9	MBF		
	Sugar Maple		17.7	MBF		
	Basswood	Pulpwood	25	Cords		
	Mixed Hardwood		237	Cords		
	Red Maple		70	Cords		
	Sugar Maple		167	Cords		
	Quaking Aspen		33	Cords		
9	Basswood	Sawtimber	4.0	MBF	37.9	\$7,105.90
	Red Maple		8.6	MBF		
	Sugar Maple		18.1	MBF		
	Yellow Birch		1.6	MBF		
	Basswood	Pulpwood	7	Cords		
	Mixed Hardwood		213	Cords		
	Red Maple		67	Cords		
	Sugar Maple		138	Cords		
	Yellow Birch		8	Cords		
		TOTAL:	506.3	MBF		
		TOTAL:	4,451	Cords		

Sale Specific Conditions & Requirements

Sale Name: GNA2 Junco

Sale Number: 12-809-20 Seq#: 1

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (9/19)

The sale boundary and Payment Unit boundaries are marked and identified by orange paint. Exterior sale boundary lines against USFS are marked with orange triple slashes. Interior Payment Unit boundaries are marked with double orange slashes. The painted boundary line trees are not Included Timber and are to be protected unless marked with blue paint.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 3, cut all trees that are two (2) inches or more at DBH, except do not cut red pine, white pine, oak, hemlock, cedar, and trees marked with red paint.

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

Within Payment Unit(s) 1, 2, and 4-9, all trees are designated for cutting when marked with blue paint above and below stump height, regardless of merchantability.

2.2 - Utilization

2.2.1 - Utilization (2/04)

All listed board foot volumes of sawlog size products in this contract have been determined using a top diameter inside bark of 8 inches.

2.2.12 - GNA, cut and remove Included Timber (3/18)

Unless provided otherwise herein, the DNR agrees to sell and permit Purchaser to cut and remove Included Timber and Purchaser agrees to purchase, cut, and remove Included Timber.

3 - Payments

- 3.4 Damaged Timber
 - 3.4.1 Damaged timber (7/16)

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

No damage is acceptable to undesignated live 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

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4.1 - Construction
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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.

4.1.5 - Culverts (5/14)

Roads may require the installation of culverts for cross drainage or at natural drainage-ways. If culverts are needed in these

locations, their placement will be specified by the sale administrator and they shall be installed prior to hauling. The culverts shall be new, corrugated metal or plastic gauge. Culverts will be a minimum of 18 inches in diameter and 24 feet in length. If culverts are removed, fill shall be removed from wetland soils as specified. Soils shall be maintained and left in a non-erodible condition, with water bars, seed, fertilizer, mulch, and slash installed as directed by the sale administrator and as specified in the BMP manual.

4.1.6 - Road construction (1/09)

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

4.1.7 - Road closure (10/11)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. All new roads built into the sale must be blocked to vehicle traffic within 30 days of completion of hauling. Overgrown roads that are reopened shall be considered new roads. Some existing roads may also need to be closed, see the Timber Sale Map for locations. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth. Temporary berms may be required if no sale activity occurs for 30 or more consecutive days. Contact the sale administrator for specific details of design and placement.

4.1.8 - Road work (1) (8/07)

The following road work is required: the Purchaser will gravel all transitions onto FR5250 used during the timber sale. This work needs to be done prior to any hauling activity. The gravel used must be from a weed free source. In general, this will require between 5 to 10 yards of gravel per transition and must be done to the satisfaction of the sale administrator. Contact the sale administrator for specific details of design and placement.

4.1.11 - Permits (2/12)

The DNR will secure any necessary stream crossing permits that may be required.

4.2 - Maintenance

4.2.1 - Hauling restriction (12/08)

Hauling may be restricted on forest roads by the Unit Manager or his/her representative. The restriction may occur during wet weather conditions and spring breakup. There is a 3-ton weight limit on all USFS roads during spring breakup restrictions. If hauling does occur, a waiver will be needed from the USFS road engineer.

4.2.2 - Fill material (4/07)

To maintain roads, fill material may be needed in areas where "holes" exist or may be expected to develop. This fill material should be placed before trucking begins. Contact the sale administrator regarding the availability of onsite sand or gravel from adjacent USFS lands.

4.2.4 - Grading (10/16)

For completion of the sale, Federal Forest roads must be graded. In general, this will require a road grader or bulldozer 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.

5.2.2 - Hazard Trees/Snags

5.2.2.1 - Den trees (10/16)

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

5.2.3 - Operating Restrictions

5.2.3.1 - Operating restrictions (9/11)

Within Payment Unit(s) 2 and 3, unless changed by written agreement, cutting, skidding, and hauling are limited to winter frozen conditions.

Within Payment Unit(s) 7 and 9, unless changed by written agreement, cutting, skidding, and hauling are limited to August 1 to August 31 or during winter frozen conditions.

Within Payment Unit(s) 1 and 4-6, unless changed by written agreement, cutting, skidding, and hauling are limited to July 1 to September 30 or during winter frozen conditions. This restriction is because of USFS seasonal operation restrictions.

5.2.3.2 - Operating restrictions (9/11)

Within Payment Unit(s) 8, unless changed by written agreement, cutting, skidding, and hauling are not permitted March 1 through July 15. This restriction is to avoid resource damage during spring break up and damage from bark slip. If prolonged wet weather conditions occur throughout the operating season, the sale administrator may suspend operations until favorable weather and ground conditions are present. Logging operations may be allowed during this restricted period if weather conditions permit. This will require a contract modification and requires a Timber Sale Contract Supplement.

5.2.17 - Timber Mats and Interlocking Composite Mats (3/18)

Some roads or skid trails may require extra protection such as that afforded by timber mats, interlocking composite mats, or another approved system. If available, mats may be borrowed from the DNR. A Timber Sale Contract Supplement will be used to document the Purchaser's use of the DNR's mats. Contact the sale administrator regarding availability and pick-up. Timber mats are available from various field offices. The Purchaser is responsible for picking up and hauling the mats to and from the site. The composite mats will require DNR staff onsite for installation and removal. Contact the sale administrator to schedule at least 30 days before desired install/removal date. All mats must be cleaned prior to drop off. This may include, but is not limited to, power washing and brushing to remove mud and debris. A charge of \$400.00 per timber mat and \$2,000.00 per composite mat will be assessed for all damaged or non-returned mats. Damage for the crane/timber mats is defined as three or more broken cants. Damage for the composite mats is defined as cracked or broken mats.

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.

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

FR5250 is an ORV trail or route and is shown on the Timber Sale Map. Do not cut trees or damage posts with yellow ORV markers. All stumps within 5 feet of the trail must be cut flush with the ground. Maintain a 25-foot-wide slash, debris, and rut free zone daily using FR 5250 as the centerline. Do not run equipment down the ORV trail or route. Skidding across the trail or route is not permitted.

5.2.41 - Snowmobile trail protection (9/11)

FR 5250 is a snowmobile trail 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 1. 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 25-foot-wide slash, debris, and rut free zone daily using FR 5250 as the centerline. No decking of forest products will be permitted along the snowmobile trail.

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 6

inches or greater in depth and 25 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.

5.4.6 - Wet area protection (5/10)

No harvesting operations, including skidding and felling, are to take place within the vernal pond areas or drainages. When harvesting occurs, there should be no disturbance to the vernal pond depression. All equipment, trees and tops should be kept out of this area. Within 100 feet of the pond, equipment should only be used when the soil is in a dry or frozen condition. Care must be taken by the Purchaser to identify and avoid operating in these areas of the timber sale.

5.6 - Debris and Waste Material

5.6.2 - GNA, equipment cleaning (1/16)

(a) Areas, known by the DNR prior to timber sale advertisement, that are infested with invasive species of concern are shown on the Timber Sale Map. A current list of invasive species of concern and a map showing the extent of known infestations is available from the DNR. For purposes of this provision, "Off-Road Equipment" includes all logging and construction machinery, except for log trucks, chip vans, service vehicles, water trucks, pickup trucks, cars, and similar vehicles.

(b) Purchaser shall adhere to the following requirements with regard to cleaning "Off-Road Equipment":

(i) Prior to moving Off-Road Equipment onto the Sale Area, Purchaser shall identify the location of the equipment's most recent operation. Purchaser shall not move any Off-Road Equipment that last operated in an area infested with one or more invasive species of concern onto Sale Area without having cleaned such equipment of seeds, soil, vegetative matter, and other debris that could contain or hold seeds, and having notified the DNR, as provided in (iii). If the location of prior operation cannot be identified, then Purchaser shall assume that the location is infested with invasive species of concern.

(ii) Prior to moving Off-Road Equipment from a cutting unit that is shown on the Timber Sale Map to be infested with invasive species of concern to, or through any other area that is shown as being free of invasive species of concern, or infested with a different invasive species, Purchaser shall clean such equipment of seeds, soil, vegetative matter, and other debris that could contain or hold seeds, and shall notify the DNR, as provided in (iii).

(iii) Prior to moving any Off-Road Equipment subject to the cleaning requirements set forth above, Purchaser shall advise DNR of its cleaning measures and make the equipment available for inspection. DNR shall have 2 days, excluding weekends and State holidays, to inspect equipment after it has been made available. After satisfactory inspection or after such 2 day period, Purchaser may move the equipment as planned. Equipment shall be considered clean when a visual inspection does not disclose seeds, soil, vegetative matter, and other debris that could contain or hold seeds. Purchaser shall not be required to disassemble equipment unless so directed by the DNR after inspection.

(iv) If Purchaser desires to clean Off-Road Equipment on National Forest land, such as at the end of a project or prior to moving to, or through an area that is free of invasive species of concern, Purchaser shall obtain prior approval from the Unit Manager or his/her representative as to the location for such cleaning and measures, if any, for controlling impacts.

(v) Unit Manager or his/her representative may order delay, interruption, or modification of this Contract pursuant to Condition & Requirement 7.3 or 7.3.4.

(c) Nothing contained in this Condition & Requirement shall be interpreted as creating any warranty on the part of the DNR that all locations of invasive species of concern have been described herein, elsewhere in this Contract, or designated on the ground. Following sale advertisement, additional locations may be described or designated, and other species may be added to the list of invasive species of concern. In such event, the Unit Manager or his/her representative may order delay, interruption, or modification of this Contract pursuant to Condition & Requirement 7.3 or 7.3.4.

(d) The parties shall promptly communicate with one another with respect to description or designation of additional locations; discovery of locations of new species or new infestation; and, addition of species to the list of invasive species of concern.

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 FR 5250 prior to beginning operations. The road must be posted 200 feet from the Sale Area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

7 - Other Conditions

SKIP

7.1.1 - GNA, title (7/16)

General Condition & Requirement 7.1 is inapplicable. The following applies to this contract.

All right, title, and interest in and to any Included Timber shall remain in USDA Forest Service with the State of Michigan acting on behalf of the USDA Forest Service under this GNA contract, until it has been Measured, removed from Sale Area or other authorized cutting area, and paid for, at which time title shall vest in Purchaser. Title to any Included Timber that has been Measured and paid for, but not removed from Sale Area or other authorized cutting area by Purchaser on or prior to Termination Date, shall remain in USDA Forest Service.

7.3 - Contract Modifications

7.3.4 - GNA, contract suspension and modification (5/16)

(a) The Unit Manager may, by written order, delay or interrupt authorized operations under this contract or, notwithstanding Condition & Requirement 7.3, modify this contract, in whole or in part:

(i) To prevent environmental degradation or resource damage, including, but not limited to, harm to habitat, plants, animals, cultural resources, or cave resources;

(ii) To ensure consistency with land and resource management plans or other documents prepared pursuant to the National Environmental Policy Act of 1969, 42 USC 4321-4347;

(iii) To conduct environmental analysis, including, but not limited to, engaging in consultation pursuant to the Endangered Species Act of 1973, 16 USC 1531, et seq.; or

(iv) Upon agreement of the Forest Service, due to administrative appeal or litigation, regardless of whether the Unit Manager's order is required by a court order or this contract is named in such a proceeding.

(b) In the event of an order delaying or interrupting Purchaser's Operations under this Condition & Requirement, Purchaser's remedy shall be:

(i) a no cost contract extension,

(ii) reimbursement for Out-of-Pocket Expenses,

however, the foregoing remedies shall be available only to the extent that the Unit Manager's order was the sole and exclusive cause of the delay or interruption of Purchaser's operations.

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(c) Remedies awarded to the Purchaser shall not be duplicative, and the Unit Manager shall have the right to structure remedies provided herein to avoid duplicative compensation.

(d) Purchaser agrees that this Condition & Requirement, and the remedies provided herein shall apply regardless of any finding by any court that the DNR failed to comply with any statute, regulation and/or policy in connection with awarding, advertising, or authorizing this sale, or a similar sale.

7.5 - Loss

7.5.2 - GNA, liability for loss (7/16)

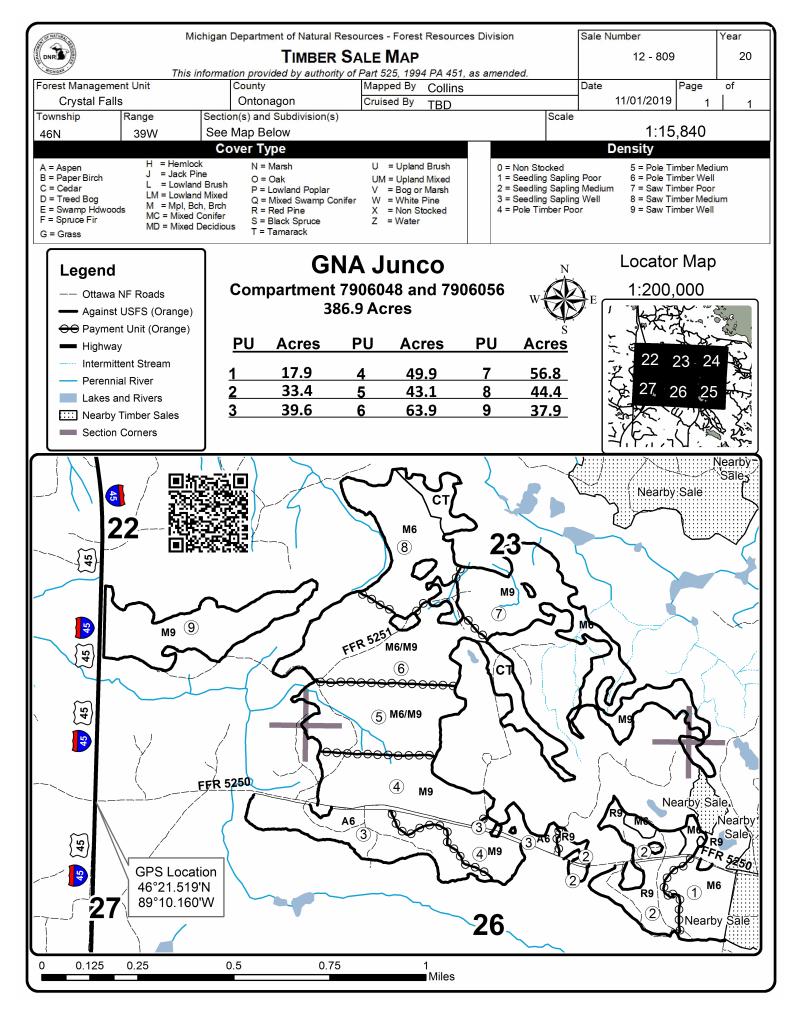
If Included Timber is destroyed or damaged by an unexpected event that changes the nature of Included Timber, such as wind, flood, insects, disease, or similar cause, the Purchaser shall bear the timber value loss resulting from such destruction or damage.

Deterioration or loss of timber value due to delay or interruption under 7.3.4 - GNA, contract suspension and modification, shall be borne by the party holding title. In this event, Included Timber to which USDA Forest Service holds title, Purchaser of the State GNA contract will not be obligated to remove and pay for such timber. This Subsection shall not be construed to relieve either party of liability for negligence.

7.10 - Certified Timber

7.10.1 - Non-certified timber (2/16)

The area encompassed by this timber sale is not certified to the standards of the Forest Stewardship Council (FSC) or the Sustainable Forestry Initiative (SFI). Forest products from this sale may not be delivered to the mill as "FSC and / or SFI certified". The lands within this sale belong to the National Forest system and are being managed by the State as part of a Good Neighbor Authority (GNA) agreement.



TIMBER SALE INFORMATION

GNA2 Laplander (12-810-20)

T46N, R39W, SEC. 14; T46N, R39W, SEC. 23; T46N, R39W, SEC. 24. Ottawa County (Advertised Price \$173,624.00)

SALE NOTE: This is a Good Neighbor Authority (GNA) timber sale on national forest land. This timber sale was set-up and is being advertised by the Michigan DNR for the US Forest Service. The contract will be awarded and administered by the Michigan DNR. Note the additional Sale Specific Conditions & Requirements containing the acronym 'GNA'.

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

A timber sale contract for this lump sum, sealed bid timber sale will be awarded to the responsible bidder offering the highest sealed bid price. All units of volume listed below were estimated using the T-Sale computer program and our traditional volume equations. Bids must be at or above the following advertised price for each product and species:

PRODUCTS & SPECIES	ESTIMATE	D UNITS*	AD\	ERTISED PRICE
Sawtimber				
Red Maple	1.5	MBF	\$	84.00 / MBF
Red Pine	1,045.4	MBF	\$	115.00 / MBF
Sugar Maple	6.3	MBF	\$	154.00 / MBF
Pulpwood				
Balsam Fir	32	Cords	\$	13.85 / Cord
Mixed Hardwood	272	Cords	\$	15.15 / Cord
Quaking Aspen	356	Cords	\$	26.70 / Cord
Red Pine	1,021	Cords	\$	37.10 / Cord
White Spruce	30	Cords	\$	11.95 / Cord

* The total volume is statistically estimated within plus (+) or minus (-) 9.50 percent. There are an estimated 3,817 cords on this timber sale, plus or minus 363 cords at the 95% confidence level. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of \$8,681.00 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	19.0%
02	21.6%
03	24.9%
04	14.7%
05	16.3%
06	3.5%

4. If no cutting takes place, the 10% down payment will not be refunded.

5. Operations on the contract issued will terminate on 09/29/2024.

SALE STATISTICS

SALE VOLUMES

VOLUME		VOLUME			STATISTICAL RA	ANGE IN CORDS
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM		
301,542	3,817	9.50%	3,454	4,180		

VDU VOLUMES

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

	VOLUME			RANGE II	N CORDS
VDU	TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
7	3,010	38	88.14%	5	72
15	20,872	264	24.54%	199	329
16	121,865	1,543	28.87%	1,097	1,988
18	43,877	555	23.25%	426	685
25	53,135	673	18.38%	549	796
27	60,182	762	21.83%	595	928
40	18,368	233	23.38%	178	287
54	61,486	778	20.81%	616	940
TOTAL:	382,795	4,846		3,666	6,025

VDU TO PAYMENT UNIT

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

VDU	VDU ACRES	PU	PU ACRES
7	12.2	6	12.2
15	29.9	6	29.9
16	31.5	3	0.1
		4	31.2
		5	0.2
18	41.8	5	41.8
25	42.6	1	42.6
27	41.6	3	41.6
40	14.7	3	14.7
54	58.4	2	58.4
TOTAL:	272.7		272.7

DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Red Pine	Sawtimber	212.3	MBF	42.6	\$33,017.35
	Balsam Fir	Pulpwood	13	Cords		
	Quaking Aspen		32	Cords		
	Red Pine		204	Cords		
2	Red Pine	Sawtimber	233.0	MBF	58.4	\$37,560.80
	Balsam Fir	Pulpwood	12	Cords		
	Quaking Aspen		51	Cords		
	Red Pine		249	Cords		
3	Red Pine	Sawtimber	244.3	MBF	56.4	\$43,148.60
	Sugar Maple		1.6	MBF		
	Balsam Fir	Pulpwood	4	Cords		
	Mixed Hardwood		88	Cords		
	Red Maple		14	Cords		
	Sugar Maple		74	Cords		
	Quaking Aspen		183	Cords		
	Red Pine		230	Cords		
4	Red Pine	Sawtimber	167.1	MBF	31.2	\$25,553.00
	Quaking Aspen	Pulpwood	15	Cords		
	Red Pine		160	Cords		
5	Red Pine	Sawtimber	188.7	MBF	42.0	\$28,345.85
	Balsam Fir	Pulpwood	3	Cords		
	Red Pine		178	Cords		
6	Red Maple	Sawtimber	1.5	MBF	42.1	\$5,998.40
	Sugar Maple		4.7	MBF		
	Mixed Hardwood	Pulpwood	184	Cords		
	Red Maple		13	Cords		
	Sugar Maple		171	Cords		
	Quaking Aspen		75	Cords		
	White Spruce		30	Cords		
		TOTAL:	1,053.2	MBF		
		TOTAL:	1,711	Cords		

Sale Specific Conditions & Requirements

Sale Name: GNA2 Laplander

Sale Number: 12-810-20 Seq#: 1

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (9/19)

The sale boundary and Payment Unit boundaries are marked and identified by orange paint. Exterior sale boundary lines against USFS are marked with orange triple slashes. Interior Payment Unit boundaries are marked with double orange slashes. The painted boundary line trees are not Included Timber and are to be protected unless marked with blue paint.

2 - Timber Specifications

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

Within Payment Unit(s) 1-6, all trees are designated for cutting when marked with blue paint above and below stump height, regardless of merchantability.

2.2 - Utilization

2.2.1 - Utilization (2/04)

All listed board foot volumes of sawlog size products in this contract have been determined using a top diameter inside bark of 8 inches.

2.2.12 - GNA, cut and remove Included Timber (3/18)

Unless provided otherwise herein, the DNR agrees to sell and permit Purchaser to cut and remove Included Timber and Purchaser agrees to purchase, cut, and remove Included Timber.

3 - Payments

3.4 - Damaged Timber

3.4.1 - Damaged timber (7/16)

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

No damage is acceptable to undesignated live 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.

4.1.5 - Culverts (5/14)

Roads may require the installation of culverts for cross drainage or at natural drainage-ways. If culverts are needed in these locations, their placement will be specified by the sale administrator and they shall be installed prior to hauling. The culverts shall be new, corrugated metal or plastic gauge. Culverts will be a minimum of 18 inches in diameter and 24 feet in length. If culverts are removed, fill shall be removed from wetland soils as specified. Soils shall be maintained and left in a non-erodible condition, with water bars, seed, fertilizer, mulch, and slash installed as directed by the sale administrator and as specified in

the BMP manual.

4.1.6 - Road construction (1/09)

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

4.1.7 - Road closure (10/11)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. All new roads built into the sale must be blocked to vehicle traffic within 30 days of completion of hauling. Overgrown roads that are reopened shall be considered new roads. Some existing roads may also need to be closed, see the Timber Sale Map for locations. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth. Temporary berms may be required if no sale activity occurs for 30 or more consecutive days. Contact the sale administrator for specific details of design and placement.

4.2 - Maintenance

4.2.1 - Hauling restriction (12/08)

Hauling may be restricted on forest roads by the Unit Manager or his/her representative. The restriction may occur during wet weather conditions and spring breakup. There is a 3-ton weight limit on all USFS roads during spring breakup restrictions. If hauling does occur, a waiver will be needed from the USFS road engineer.

4.2.2 - Fill material (4/07)

To maintain roads, fill material may be needed in areas where "holes" exist or may be expected to develop. This fill material should be placed before trucking begins. Contact the sale administrator regarding the availability of onsite sand or gravel from adjacent USFS lands.

4.2.4 - Grading (10/16)

For completion of the sale, Federal Forest roads must be graded. In general, this will require a road grader or bulldozer 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.

5.2.2 - Hazard Trees/Snags

5.2.2.1 - Den trees (10/16)Obvious hollow and/or den trees shall be protected and left standing unless they are a safety hazard.

5.2.3 - Operating Restrictions

5.2.3.1 - Operating restrictions (9/11)

Within Payment Unit(s) 3 and 4, unless changed by written agreement, cutting, skidding, and hauling are limited to winter frozen conditions and August. Within Payment Unit(s) 6, unless changed by written agreement, cutting, skidding, and hauling are limited to winter frozen conditions and August through September. Within Payment Unit(s) 1, 2, and 5, unless changed by written agreement, cutting, skidding, and hauling are limited to winter frozen conditions and July through September. This restriction is because of USFS seasonal operation restrictions.

5.2.17 - Timber Mats and Interlocking Composite Mats (3/18)

Some roads or skid trails may require extra protection such as that afforded by timber mats, interlocking composite mats, or another approved system. If available, mats may be borrowed from the DNR. A Timber Sale Contract Supplement will be

used to document the Purchaser's use of the DNR's mats. Contact the sale administrator regarding availability and pick-up. Timber mats are available from various field offices. The Purchaser is responsible for picking up and hauling the mats to and from the site. The composite mats will require DNR staff onsite for installation and removal. Contact the sale administrator to schedule at least 30 days before desired install/removal date. All mats must be cleaned prior to drop off. This may include, but is not limited to, power washing and brushing to remove mud and debris. A charge of \$400.00 per timber mat and \$2,000.00 per composite mat will be assessed for all damaged or non-returned mats. Damage for the crane/timber mats is defined as three or more broken cants. Damage for the composite mats is defined as cracked or broken mats.

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.

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

FR 5311 is an ORV trail or route and is shown on the Timber Sale Map. Do not cut trees or damage posts with yellow ORV markers. All stumps within 5 feet of the trail must be cut flush with the ground. Maintain a 25-foot-wide slash, debris, and rut free zone daily using the ORV trail or route as the centerline. Do not run equipment down the ORV trail or route. Skidding across the trail or route may only occur in locations approved by the sale administrator.

5.4 - Soil Protection

5.4.1 - Rutting restriction, general (7/16)

Operations are to cease immediately if equipment and weather conditions result in rutting of roads and/or skid trails which is 6 inches or greater in depth and 25 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.

5.4.6 - Wet area protection (5/10)

No harvesting operations, including skidding and felling, are to take place within the vernal pond areas or drainages. When harvesting occurs, there should be no disturbance to the vernal pond depression. All equipment, trees and tops should be kept out of this area. Within 100 feet of the pond, equipment should only be used when the soil is in a dry or frozen condition. Care must be taken by the Purchaser to identify and avoid operating in these areas of the timber sale.

5.6 - Debris and Waste Material

5.6.2 - GNA, equipment cleaning (1/16)

(a) Areas, known by the DNR prior to timber sale advertisement, that are infested with invasive species of concern are shown on the Timber Sale Map. A current list of invasive species of concern and a map showing the extent of known infestations is available from the DNR. For purposes of this provision, "Off-Road Equipment" includes all logging and construction machinery, except for log trucks, chip vans, service vehicles, water trucks, pickup trucks, cars, and similar vehicles.

(b) Purchaser shall adhere to the following requirements with regard to cleaning "Off-Road Equipment":

(i) Prior to moving Off-Road Equipment onto the Sale Area, Purchaser shall identify the location of the equipment's most recent operation. Purchaser shall not move any Off-Road Equipment that last operated in an area infested with one or more invasive species of concern onto Sale Area without having cleaned such equipment of seeds, soil, vegetative matter, and other debris that could contain or hold seeds, and having notified the DNR, as provided in (iii). If the location of prior operation cannot be identified, then Purchaser shall assume that the location is infested with invasive species of concern.

(ii) Prior to moving Off-Road Equipment from a cutting unit that is shown on the Timber Sale Map to be infested with invasive

species of concern to, or through any other area that is shown as being free of invasive species of concern, or infested with a different invasive species, Purchaser shall clean such equipment of seeds, soil, vegetative matter, and other debris that could contain or hold seeds, and shall notify the DNR, as provided in (iii).

(iii) Prior to moving any Off-Road Equipment subject to the cleaning requirements set forth above, Purchaser shall advise DNR of its cleaning measures and make the equipment available for inspection. DNR shall have 2 days, excluding weekends and State holidays, to inspect equipment after it has been made available. After satisfactory inspection or after such 2 day period, Purchaser may move the equipment as planned. Equipment shall be considered clean when a visual inspection does not disclose seeds, soil, vegetative matter, and other debris that could contain or hold seeds. Purchaser shall not be required to disassemble equipment unless so directed by the DNR after inspection.

(iv) If Purchaser desires to clean Off-Road Equipment on National Forest land, such as at the end of a project or prior to moving to, or through an area that is free of invasive species of concern, Purchaser shall obtain prior approval from the Unit Manager or his/her representative as to the location for such cleaning and measures, if any, for controlling impacts.

(v) Unit Manager or his/her representative may order delay, interruption, or modification of this Contract pursuant to Condition & Requirement 7.3 or 7.3.4.

(c) Nothing contained in this Condition & Requirement shall be interpreted as creating any warranty on the part of the DNR that all locations of invasive species of concern have been described herein, elsewhere in this Contract, or designated on the ground. Following sale advertisement, additional locations may be described or designated, and other species may be added to the list of invasive species of concern. In such event, the Unit Manager or his/her representative may order delay, interruption, or modification of this Contract pursuant to Condition & Requirement 7.3 or 7.3.4.

(d) The parties shall promptly communicate with one another with respect to description or designation of additional locations; discovery of locations of new species or new infestation; and, addition of species to the list of invasive species of concern.

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 FR 5311 prior to beginning operations. The road must be posted 200 feet from the Sale Area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

7 - Other Conditions

SKIP

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7.1.1 - GNA, title (7/16)
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General Condition & Requirement 7.1 is inapplicable. The following applies to this contract.

All right, title, and interest in and to any Included Timber shall remain in USDA Forest Service with the State of Michigan acting on behalf of the USDA Forest Service under this GNA contract, until it has been Measured, removed from Sale Area or other authorized cutting area, and paid for, at which time title shall vest in Purchaser. Title to any Included Timber that has been Measured and paid for, but not removed from Sale Area or other authorized cutting area by Purchaser on or prior to Termination Date, shall remain in USDA Forest Service.

- 7.3 Contract Modifications
 - 7.3.4 GNA, contract suspension and modification (5/16)

(a) The Unit Manager may, by written order, delay or interrupt authorized operations under this contract or, notwithstanding Condition & Requirement 7.3, modify this contract, in whole or in part:

(i) To prevent environmental degradation or resource damage, including, but not limited to, harm to habitat, plants, animals, cultural resources, or cave resources;

(ii) To ensure consistency with land and resource management plans or other documents prepared pursuant to the National Environmental Policy Act of 1969, 42 USC 4321-4347;

(iii) To conduct environmental analysis, including, but not limited to, engaging in consultation pursuant to the Endangered Species Act of 1973, 16 USC 1531, et seq.; or

(iv) Upon agreement of the Forest Service, due to administrative appeal or litigation, regardless of whether the Unit Manager's order is required by a court order or this contract is named in such a proceeding.

(b) In the event of an order delaying or interrupting Purchaser's Operations under this Condition & Requirement, Purchaser's remedy shall be:

(i) a no cost contract extension,

(ii) reimbursement for Out-of-Pocket Expenses,

however, the foregoing remedies shall be available only to the extent that the Unit Manager's order was the sole and exclusive cause of the delay or interruption of Purchaser's operations.

(c) Remedies awarded to the Purchaser shall not be duplicative, and the Unit Manager shall have the right to structure remedies provided herein to avoid duplicative compensation.

(d) Purchaser agrees that this Condition & Requirement, and the remedies provided herein shall apply regardless of any finding by any court that the DNR failed to comply with any statute, regulation and/or policy in connection with awarding, advertising, or authorizing this sale, or a similar sale.

7.5 - Loss

7.5.2 - GNA, liability for loss (7/16)

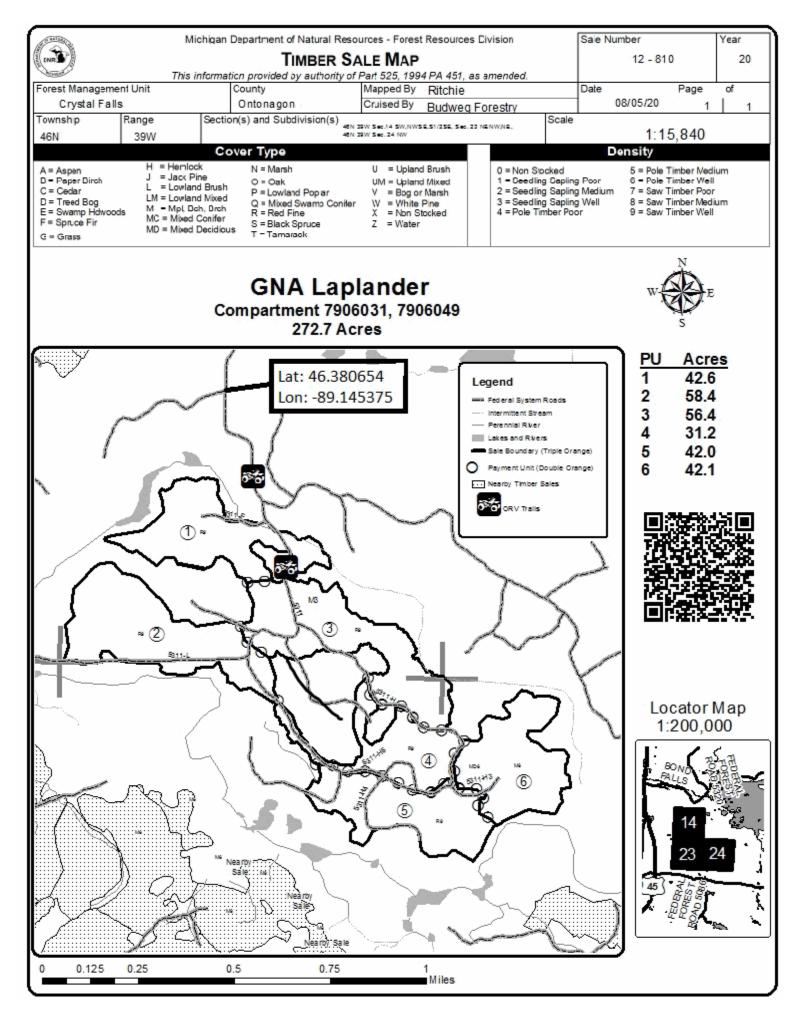
If Included Timber is destroyed or damaged by an unexpected event that changes the nature of Included Timber, such as wind, flood, insects, disease, or similar cause, the Purchaser shall bear the timber value loss resulting from such destruction or damage.

Deterioration or loss of timber value due to delay or interruption under 7.3.4 - GNA, contract suspension and modification, shall be borne by the party holding title. In this event, Included Timber to which USDA Forest Service holds title, Purchaser of the State GNA contract will not be obligated to remove and pay for such timber. This Subsection shall not be construed to relieve either party of liability for negligence.

7.10 - Certified Timber

7.10.1 - Non-certified timber (2/16)

The area encompassed by this timber sale is not certified to the standards of the Forest Stewardship Council (FSC) or the Sustainable Forestry Initiative (SFI). Forest products from this sale may not be delivered to the mill as "FSC and / or SFI certified". The lands within this sale belong to the National Forest system and are being managed by the State as part of a Good Neighbor Authority (GNA) agreement.



TIMBER SALE INFORMATION

GNA2 Snowbird (12-812-20)

T46N, R38W, SEC. 30; T46N, R39W, SEC. 24; T46N, R39W, SEC. 25; T46N, R39W, SEC. 26. Ontonagon County (Advertised Price \$148,895.70)

SALE NOTE: This is a Good Neighbor Authority (GNA) timber sale on national forest land. This timber sale was set-up and is being advertised by the Michigan DNR for the US Forest Service. The contract will be awarded and administered by the Michigan DNR. Note the additional Sale Specific Conditions & Requirements containing the acronym 'GNA'.

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

A timber sale contract for this lump sum, sealed bid timber sale will be awarded to the responsible bidder offering the highest sealed bid price. All units of volume listed below were estimated using the T-Sale computer program and our traditional volume equations. Bids must be at or above the following advertised price for each product and species:

STIMATE	D UNITS*	ADVE	RTISED PRICE
35.9	MBF	\$	65.00 / MBF
0.8	MBF	\$	31.00 / MBF
1.3	MBF	\$	49.00 / MBF
21.8	MBF	\$	84.00 / MBF
372.4	MBF	\$	115.00 / MBF
197.4	MBF	\$	154.00 / MBF
25.6	MBF	\$	36.00 / MBF
46	Cords	\$	13.85 / Cord
2,608	Cords	\$	15.15 / Cord
481	Cords	\$	26.70 / Cord
466	Cords	\$	37.10 / Cord
9	Cords	\$	16.00 / Cord
6	Cords	\$	11.95 / Cord
	35.9 0.8 1.3 21.8 372.4 197.4 25.6 46 2,608 481 466 9	0.8 MBF 1.3 MBF 21.8 MBF 372.4 MBF 197.4 MBF 25.6 MBF 46 Cords 2,608 Cords 481 Cords 466 Cords 9 Cords	35.9 MBF \$ 0.8 MBF \$ 1.3 MBF \$ 21.8 MBF \$ 372.4 MBF \$ 197.4 MBF \$ 25.6 MBF \$ 46 Cords \$ 481 Cords \$ 466 Cords \$ 9 Cords \$

* 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 \$7,445.00 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:

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PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
01	6.1%
02	3.2%
03	3.2%
04	10.0%
05	9.7%
06	11.5%
07	25.9%
08	10.5%
09	12.0%
10	7.9%

4. If no cutting takes place, the 10% down payment will not be refunded.

5. Operations on the contract issued will terminate on 08/31/2025.

SALE STATISTICS

VOL	UME		STATISTICAL RA	ANGE IN CORDS
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
389,312	4,928	0.00%	4,928	4,928

VDU VOLUMES

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

	VOLUME			RANGE II	N CORDS
VDU	TOTAL CUBIC FEET TOTAL CORDS		PERCENT ERROR	MINIMUM	MAXIMUM
5	62,647	793	17.78%	652	934
8	37,628	476	24.55%	359	593
13	29,688	376	20.19%	300	452
20	35,748	453	15.42%	383	522
23	22,397	284	27.11%	207	360
24	18,107	229	31.59%	157	302
49	54,241	687	14.68%	586	787
56	7,916	100	56.54%	44	157
78	39,563	501	26.69%	367	634
241	162,756	2,060	17.64%	1,697	2,424
TOTAL:	470,690	5,958		4,751	7,165

VDU TO PAYMENT UNIT

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

VDU	VDU ACRES	PU	PU ACRES
5	36.4	7	36.4
8	50.3	10	50.3
13	24.1	9	24.1
20	36.0	1	36.0
23	18.7	2	18.7
24	19.6	6	19.6
49	15.3	8	15.3
56	6.0	3	6.0
78	36.5	4	36.5
241	98.6	5	52.5
		6	46.1
TOTAL:	341.5		341.5

DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)

					10050	
PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Basswood	Sawtimber	11.1	MBF	36.0	\$9,023.20
	Red Maple		0.8	MBF		
	Sugar Maple		12.7	MBF		
	Mixed Hardwood	Pulpwood	388	Cords		
	Basswood		35	Cords		
	Red Maple		65	Cords		
	Sugar Maple		288	Cords		
	Quaking Aspen		15	Cords		
2	Basswood	Sawtimber	6.2	MBF	18.7	\$4,766.60
	Black Ash		0.8	MBF		
	Red Maple		2.2	MBF		
	Sugar Maple		0.8	MBF		
	White Ash		7.6	MBF		
	Mixed Hardwood	Pulpwood	248	Cords		
	Basswood		34	Cords		
	Black Ash		14	Cords		
	Red Maple		34	Cords		
	Sugar Maple		107	Cords		
	White Ash		59	Cords		
3	Red Pine	Sawtimber	29.9	MBF	6.0	\$4,803.60
5	Quaking Aspen		15	Cords	0.0	φ4,003.00
	Red Pine	Pulpwood	26	Cords		
					00.5	A 44.070.00
4	Basswood	Sawtimber	3.1	MBF	36.5	\$14,878.90
	Red Maple		2.6	MBF		
	Sugar Maple		56.9	MBF		
	Mixed Hardwood	Pulpwood	376	Cords		
	Basswood		10	Cords		
	Red Maple		17	Cords		
	Sugar Maple		349	Cords		
5	Basswood	Sawtimber	8.3	MBF	52.5	\$14,399.55
	Red Maple		2.7	MBF		
	Sugar Maple		45.7	MBF		
	White Ash		1.9	MBF		
	Balsam Fir	Pulpwood	2	Cords		
	Mixed Hardwood		429	Cords		
	Basswood		18	Cords		
	Ironwood		3	Cords		
	Red Maple		24	Cords		
	Sugar Maple		378	Cords		
	White Ash		6	Cords		
6	Basswood	Sawtimber	7.2	MBF	65.7	\$17,088.55
-	Red Maple		5.9	MBF		, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
	Sugar Maple		45.6	MBF		
	White Ash		10.7	MBF		
	Balsam Fir	Pulpwood	2	Cords		
	Mixed Hardwood		563	Cords		
	Basswood		16	Cords		
	Ironwood		2	Cords		
			2 98	Cords		
	Red Maple					
	Sugar Maple		419	Cords		
	White Ash		28	Cords		
	Quaking Aspen	-	6	Cords		
7	Red Pine	Sawtimber	238.2	MBF	36.4	\$38,687.95
	Balsam Fir	Pulpwood	4	Cords		
	Mixed Hardwood		13	Cords		

DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU), CON'T

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
7 con't	Red Maple	Pulpwood	8	Cords		
	Sugar Maple		5	Cords		
	Red Pine		297	Cords		
	White Spruce		2	Cords		
8	Paper Birch	Sawtimber	1.3	MBF	15.3	\$15,621.45
	Red Maple		2.8	MBF		
	Sugar Maple		3.1	MBF		
	Balsam Fir	Pulpwood	33	Cords		
	Mixed Hardwood		218	Cords		
	Paper Birch		4	Cords		
	Red Maple		124	Cords		
	Sugar Maple		90	Cords		
	Quaking Aspen		408	Cords		
	White Pine		9	Cords		
	White Spruce		4	Cords		
9	Red Pine	Sawtimber	104.3	MBF	24.1	\$17,903.05
	Balsam Fir	Pulpwood	5	Cords		
	Quaking Aspen		20	Cords		
	Red Pine		143	Cords		
10	Red Maple	Sawtimber	4.8	MBF	50.3	\$11,722.85
	Sugar Maple		32.6	MBF		
	White Ash		5.4	MBF		
	Mixed Hardwood	Pulpwood	373	Cords		
	Red Maple		46	Cords		
	Sugar Maple		304	Cords		
	White Ash		23	Cords		
	Quaking Aspen		17	Cords		
		TOTAL:	655.2	MBF		
		TOTAL:	3,616	Cords		

Sale Specific Conditions & Requirements

Sale Name: GNA2 Snowbird

Sale Number: 12-812-20 Seq#: 1

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (9/19)

The sale boundary and Payment Unit boundaries are marked and identified by orange paint. Exterior sale boundary lines against USFS are marked with orange triple slash. Interior Payment Unit boundaries are marked with double orange slashes. The painted boundary line trees are not Included Timber and are to be protected unless marked with blue paint.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 8, cut all trees that are two (2) inches or more at DBH, except do not cut red pine, white pine, oak, hemlock, cedar, and trees marked with red paint.

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

Within Payment Unit(s) 1-7, 9, and 10, all trees are designated for cutting when marked with blue paint above and below stump height, regardless of merchantability.

2.2 - Utilization

2.2.1 - Utilization (2/04)

All listed board foot volumes of sawlog size products in this contract have been determined using a top diameter inside bark of 8 inches.

2.2.12 - GNA, cut and remove Included Timber (3/18)

Unless provided otherwise herein, the DNR agrees to sell and permit Purchaser to cut and remove Included Timber and Purchaser agrees to purchase, cut, and remove Included Timber.

3 - Payments

- 3.4 Damaged Timber
 - 3.4.1 Damaged timber (7/16)

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

No damage is acceptable to undesignated live 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

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4.1 - Construction
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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.

4.1.5 - Culverts (5/14)

Roads may require the installation of culverts for cross drainage or at natural drainage-ways. If culverts are needed in these

locations, their placement will be specified by the sale administrator and they shall be installed prior to hauling. The culverts shall be new, corrugated metal or plastic gauge. Culverts will be a minimum of 18 inches in diameter and 24 feet in length. If culverts are removed, fill shall be removed from wetland soils as specified. Soils shall be maintained and left in a non-erodible condition, with water bars, seed, fertilizer, mulch, and slash installed as directed by the sale administrator and as specified in the BMP manual.

4.1.6 - Road construction (1/09)

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

4.1.7 - Road closure (10/11)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. All new roads built into the sale must be blocked to vehicle traffic within 30 days of completion of hauling. Overgrown roads that are reopened shall be considered new roads. Some existing roads may also need to be closed, see the Timber Sale Map for locations. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth. Temporary berms may be required if no sale activity occurs for 30 or more consecutive days. Contact the sale administrator for specific details of design and placement.

4.1.8 - Road work (1) (8/07)

The following road work is required: Approximately 1800 feet of winter frozen road will need to be created to access Payment Unit 1 from Payment Unit 2. This is shown on the Timber Sale Map and will be delineated on the ground with flagging. All other road specs will be followed with this construction. The road will be brushed in and closed upon completion of Payment Unit 1. Contact the sale administrator for specific details of design and placement.

The following road work is also required: the Purchaser will gravel all transitions onto FR5250 used during the timber sale. This work needs to be done prior to any hauling activity. The gravel used must be from a weed free source. In general, this will require between 5 to 10 yards of gravel per transition and must be done to the satisfaction of the sale administrator.

4.1.11 - Permits (2/12)

The DNR will secure any necessary stream crossing permits that may be required.

4.2 - Maintenance

4.2.1 - Hauling restriction (12/08)

Hauling may be restricted on forest roads by the Unit Manager or his/her representative. The restriction may occur during wet weather conditions and spring breakup. There is a 3 ton weight limit on all USFS roads during spring breakup restrictions. If hauling does occur, a waiver will be needed from the USFS road engineer.

4.2.2 - Fill material (4/07)

To maintain roads, fill material may be needed in areas where "holes" exist or may be expected to develop. This fill material should be placed before trucking begins. Contact the sale administrator regarding the availability of onsite sand or gravel from adjacent USFS lands.

4.2.4 - Grading (10/16)

For completion of the sale, Federal Forest roads must be graded. In general, this will require a road grader or bulldozer 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.

5.2.2 - Hazard Trees/Snags

5.2.2.1 - Den trees (10/16)

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

5.2.3 - Operating Restrictions

5.2.3.1 - Operating restrictions (9/11)

Within Payment Unit(s) 1, 2, 4, 5, and 7, unless changed by written agreement, cutting, skidding, and hauling are limited to winter frozen conditions.

Within Payment Units 6 and 10, unless changed by written agreement, cutting, skidding, and hauling are limited to August 1 to August 30 or winter frozen conditions. This restriction is because of USFS seasonal operation restrictions.

5.2.3.2 - Operating restrictions (9/11)

Within Payment Unit(s) 3, 8 and 9, unless changed by written agreement, cutting, skidding, and hauling are not permitted March 1 through July 15. This restriction is to avoid resource damage during spring break up and damage from bark slip. If prolonged wet weather conditions occur throughout the operating season, the sale administrator may suspend operations until favorable weather and ground conditions are present. If conditions allow the sale to be operated in during the restricted period, a contract modification will be required, and a Timber Sale Contract Amendment will need to be completed.

5.2.17 - Timber Mats and Interlocking Composite Mats (3/18)

Some roads or skid trails may require extra protection such as that afforded by timber mats, interlocking composite mats, or another approved system. If available, mats may be borrowed from the DNR. A Timber Sale Contract Supplement will be used to document the Purchaser's use of the DNR's mats. Contact the sale administrator regarding availability and pick-up. Timber mats are available from various field offices. The Purchaser is responsible for picking up and hauling the mats to and from the site. The composite mats will require DNR staff onsite for installation and removal. Contact the sale administrator to schedule at least 30 days before desired install/removal date. All mats must be cleaned prior to drop off. This may include, but is not limited to, power washing and brushing to remove mud and debris. A charge of \$400.00 per timber mat and \$2,000.00 per composite mat will be assessed for all damaged or non-returned mats. Damage for the crane/timber mats is defined as three or more broken cants. Damage for the composite mats is defined as cracked or broken mats.

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.

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

FR5250 is an ORV trail or route and is shown on the Timber Sale Map. Do not cut trees or damage posts with yellow ORV markers. All stumps within 5 feet of the trail must be cut flush with the ground. Maintain a 25-foot-wide slash, debris, and rut free zone using FR 5250 as the centerline. Do not run equipment down the ORV trail or route. Skidding across the trail or route is not permitted.

5.2.41 - Snowmobile trail protection (9/11)

FR 5250 is a snowmobile trail 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 1. 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 25-foot-wide slash, debris, and rut free zone daily using FR 5250 as the centerline. No decking of forest products will be permitted along the snowmobile trail.

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 6 inches or greater in depth and 25 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.

5.4.6 - Wet area protection (5/10)

No harvesting operations, including skidding and felling, are to take place within the vernal pond areas or drainages. When harvesting occurs, there should be no disturbance to the vernal pond depression. All equipment, trees and tops should be kept out of this area. Within 100 feet of the pond, equipment should only be used when the soil is in a dry or frozen condition. Care must be taken by the Purchaser to identify and avoid operating in these areas of the timber sale.

5.6 - Debris and Waste Material

5.6.2 - GNA, equipment cleaning (1/16)

(a) Areas, known by the DNR prior to timber sale advertisement, that are infested with invasive species of concern are shown on the Timber Sale Map. A current list of invasive species of concern and a map showing the extent of known infestations is available from the DNR. For purposes of this provision, "Off-Road Equipment" includes all logging and construction machinery, except for log trucks, chip vans, service vehicles, water trucks, pickup trucks, cars, and similar vehicles.

(b) Purchaser shall adhere to the following requirements with regard to cleaning "Off-Road Equipment":

(i) Prior to moving Off-Road Equipment onto the Sale Area, Purchaser shall identify the location of the equipment's most recent operation. Purchaser shall not move any Off-Road Equipment that last operated in an area infested with one or more invasive species of concern onto Sale Area without having cleaned such equipment of seeds, soil, vegetative matter, and other debris that could contain or hold seeds, and having notified the DNR, as provided in (iii). If the location of prior operation cannot be identified, then Purchaser shall assume that the location is infested with invasive species of concern.

(ii) Prior to moving Off-Road Equipment from a cutting unit that is shown on the Timber Sale Map to be infested with invasive species of concern to, or through any other area that is shown as being free of invasive species of concern, or infested with a different invasive species, Purchaser shall clean such equipment of seeds, soil, vegetative matter, and other debris that could contain or hold seeds, and shall notify the DNR, as provided in (iii).

(iii) Prior to moving any Off-Road Equipment subject to the cleaning requirements set forth above, Purchaser shall advise DNR of its cleaning measures and make the equipment available for inspection. DNR shall have 2 days, excluding weekends and State holidays, to inspect equipment after it has been made available. After satisfactory inspection or after such 2 day period, Purchaser may move the equipment as planned. Equipment shall be considered clean when a visual inspection does not disclose seeds, soil, vegetative matter, and other debris that could contain or hold seeds. Purchaser shall not be required to disassemble equipment unless so directed by the DNR after inspection.

(iv) If Purchaser desires to clean Off-Road Equipment on National Forest land, such as at the end of a project or prior to moving to, or through an area that is free of invasive species of concern, Purchaser shall obtain prior approval from the Unit Manager or his/her representative as to the location for such cleaning and measures, if any, for controlling impacts.

(v) Unit Manager or his/her representative may order delay, interruption, or modification of this Contract pursuant to Condition & Requirement 7.3 or 7.3.4.

(c) Nothing contained in this Condition & Requirement shall be interpreted as creating any warranty on the part of the DNR that all locations of invasive species of concern have been described herein, elsewhere in this Contract, or designated on the ground. Following sale advertisement, additional locations may be described or designated, and other species may be added to the list of invasive species of concern. In such event, the Unit Manager or his/her representative may order delay, interruption, or modification of this Contract pursuant to Condition & Requirement 7.3 or 7.3.4.

(d) The parties shall promptly communicate with one another with respect to description or designation of additional locations; discovery of locations of new species or new infestation; and, addition of species to the list of invasive species of concern.

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 FR 5250 prior to beginning operations. The road must be posted 200 feet from the Sale Area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

7 - Other Conditions

SKIP

7.1.1 - GNA, title (7/16)

General Condition & Requirement 7.1 is inapplicable. The following applies to this contract.

All right, title, and interest in and to any Included Timber shall remain in USDA Forest Service with the State of Michigan acting on behalf of the USDA Forest Service under this GNA contract, until it has been Measured, removed from Sale Area or other authorized cutting area, and paid for, at which time title shall vest in Purchaser. Title to any Included Timber that has been Measured and paid for, but not removed from Sale Area or other authorized cutting area by Purchaser on or prior to Termination Date, shall remain in USDA Forest Service.

7.3 - Contract Modifications

7.3.4 - GNA, contract suspension and modification (5/16)

(a) The Unit Manager may, by written order, delay or interrupt authorized operations under this contract or, notwithstanding Condition & Requirement 7.3, modify this contract, in whole or in part:

(i) To prevent environmental degradation or resource damage, including, but not limited to, harm to habitat, plants, animals, cultural resources, or cave resources;

(ii) To ensure consistency with land and resource management plans or other documents prepared pursuant to the National Environmental Policy Act of 1969, 42 USC 4321-4347;

(iii) To conduct environmental analysis, including, but not limited to, engaging in consultation pursuant to the Endangered Species Act of 1973, 16 USC 1531, et seq.; or

(iv) Upon agreement of the Forest Service, due to administrative appeal or litigation, regardless of whether the Unit Manager's order is required by a court order or this contract is named in such a proceeding.

(b) In the event of an order delaying or interrupting Purchaser's Operations under this Condition & Requirement, Purchaser's remedy shall be:

(i) a no cost contract extension,

(ii) reimbursement for Out-of-Pocket Expenses,

however, the foregoing remedies shall be available only to the extent that the Unit Manager's order was the sole and

exclusive cause of the delay or interruption of Purchaser's operations.

(c) Remedies awarded to the Purchaser shall not be duplicative, and the Unit Manager shall have the right to structure remedies provided herein to avoid duplicative compensation.

(d) Purchaser agrees that this Condition & Requirement, and the remedies provided herein shall apply regardless of any finding by any court that the DNR failed to comply with any statute, regulation and/or policy in connection with awarding, advertising, or authorizing this sale, or a similar sale.

7.5 - Loss

7.5.2 - GNA, liability for loss (7/16)

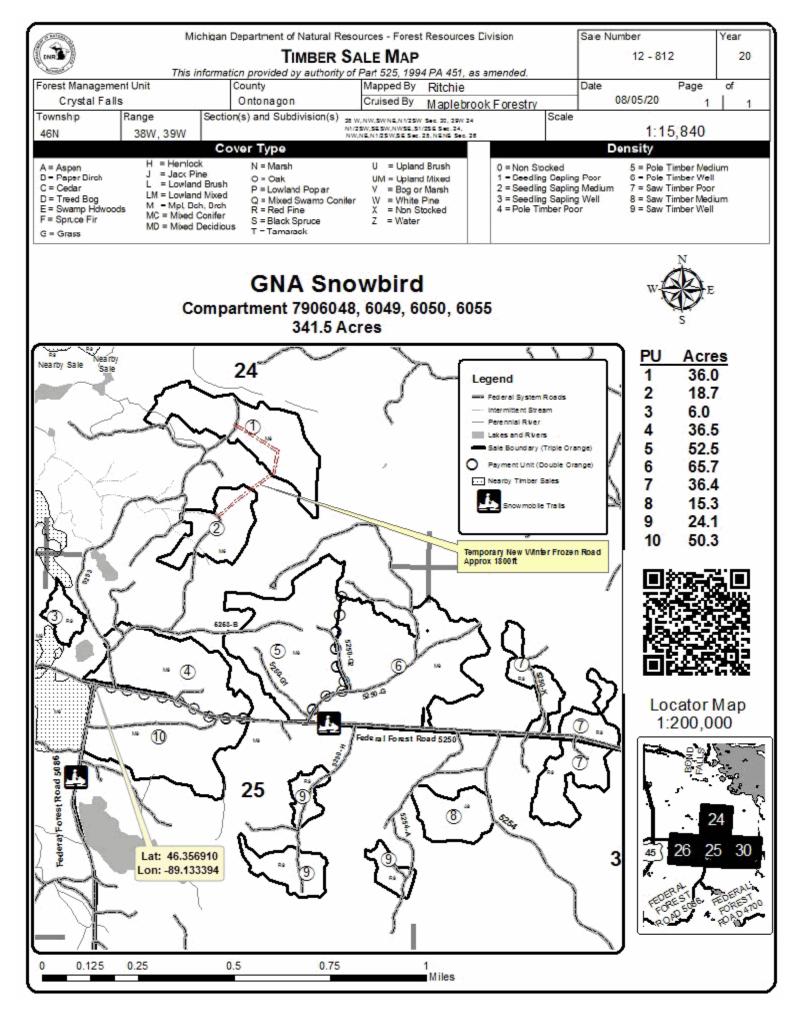
If Included Timber is destroyed or damaged by an unexpected event that changes the nature of Included Timber, such as wind, flood, insects, disease, or similar cause, the Purchaser shall bear the timber value loss resulting from such destruction or damage.

Deterioration or loss of timber value due to delay or interruption under 7.3.4 - GNA, contract suspension and modification, shall be borne by the party holding title. In this event, Included Timber to which USDA Forest Service holds title, Purchaser of the State GNA contract will not be obligated to remove and pay for such timber. This Subsection shall not be construed to relieve either party of liability for negligence.

7.10 - Certified Timber

7.10.1 - Non-certified timber (2/16)

The area encompassed by this timber sale is not certified to the standards of the Forest Stewardship Council (FSC) or the Sustainable Forestry Initiative (SFI). Forest products from this sale may not be delivered to the mill as "FSC and / or SFI certified". The lands within this sale belong to the National Forest system and are being managed by the State as part of a Good Neighbor Authority (GNA) agreement.



BID FORM

GNA2 Snowbird (12-812-20)

T46N, R38W, SEC. 30; T46N, R39W, SEC. 24; T46N, R39W, SEC. 25; T46N,

In response to the notice of sale to be held 8:30 a.m. (local time) on April 7, 2021, 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.

	RODUCTS & SPECIES	<u>ESTIMATED</u>	VOLUME*	<u>AC</u>	VERTISED PRICE	BID PRICE/UNIT
	Basswood	35.9	MBF	\$	65.00/MBF	\$
	Black Ash	0.8	MBF	\$	31.00/MBF	\$
	Paper Birch	1.3	MBF	\$	49.00/MBF	\$
	Red Maple	21.8	MBF	\$	84.00/MBF	\$
	Red Pine	372.4	MBF	\$	115.00/MBF	\$
	Sugar Maple	197.4	MBF	\$	154.00/MBF	\$
	White Ash	25.6	MBF	\$	36.00/MBF	\$
Ρι	Ilpwood					
	Balsam Fir	46	Cords	\$	13.85/Cord	\$
	Mixed Hardwood	2,608	Cords	\$	15.15/Cord	\$
	Quaking Aspen	481	Cords	\$	26.70/Cord	\$
	Red Pine	466	Cords	\$	37.10/Cord	\$
	White Pine	9	Cords	\$	16.00/Cord	\$
	White Spruce	6	Cords	\$	11.95/Cord	\$

*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:
Company or individual bidding:
Company representative's name:
Address:
City: State: Zip:

IF AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.

Individual or company representative's signature:

Phone number :_____ Email (optional):_____

Date:

ANDE NATURAL RESOL	Michigan Department of Natur Forest Resources Div			FOR DEPARTMENT USE ONLY				
BY DNR	TIMBER SAL	F		Sale Number (XX – XXX – XX – XX)				
M/CHIGAN	VERIFICATION OF WORKE		v					
	COMPENSATION ACT C		1	Forest Management Unit:				
		-						
	As required by Act 317, P.A. 1969 (Work Part 5 of Act 451 of 1994, as	amended.						
	CATION OF WORKER'S DISABILIT	TY COMPENSATI	ON ACT CON	IPLIANCE				
	verification must be completed and contract.	submitted within 2	1 days of cont	ract award and prior to the issuance of the timber				
	ddition, if boxes 2B or 2C are check hty-one (21) days of the contract awa			Certificate of Insurance must be submitted within timber sale contract.				
• All Ir	nformation must be typed or printed	except for written s	signatures.					
Please (Please Check Appropriate Categories:							
1. Myt	ousiness is organized as (you must	check one of the	boxes below):					
A. 🗆] Sole Proprietorship (individual)							
В. 🗆	Partnership							
C. 🗆] Corporation							
2. You	must check one of the boxes below	v:						
			employees but	the sole proprietor. I am not subject to the				
	I certify my business has satisfied its c Exclusion (BWC-337, Rev. 5/96). I w questions or a copy of the BWC-337,	ill provide a copy of please call the Wor	the Notice of Ex ker's Compense	ation Act through the use of an approved Notice of clusion within 21 days of the contract award. (For ation Bureau at 517-322-1195). an original Certificate of Insurance within twenty-				
0. [one (21) days of the contract award.							
	u have checked item 2(A) or 2(B), yourself, including family members			of both full-time and part-time employees, other u must enter "0").				
	Full-time Er	nployees		Part-time Employees				
Name of Bu	usiness		Federal ID (or) \$	Social Security No.				
Address			Telephone					
			()					
City		State	ZIP					
l hereby	certify that the above information is	true and correct	l agree to not	ify the Michigan DNR of any changes that occur				
	affecting my coverage during any o							
Signatu	re of Owner or Authorized Representative							
Signatu	Te of Owner of Authorized Representative							
Title			Dat	e				

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

_____ Date:____

GNA2 Laplander (12-810-20)

T46N, R39W, SEC. 14; T46N, R39W, SEC. 23; T46N, R39W, SEC. 24; Ottawa

In response to the notice of sale to be held 8:30 a.m. (local time) on April 7, 2021, 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.

<u>ESTIMATED</u>	VOLUME*	<u>AI</u>	OVERTISED PRICE	BID PRICE/UNIT
1.5	MBF	\$	84.00/MBF	\$
1,045.4	MBF	\$	115.00/MBF	\$
6.3	MBF	\$	154.00/MBF	\$
32	Cords	\$	13.85/Cord	\$
272	Cords	\$	15.15/Cord	\$
356	Cords	\$	26.70/Cord	\$
1,021	Cords	\$	37.10/Cord	\$
30	Cords	\$	11.95/Cord	\$
	1.5 1,045.4 6.3 32 272 356 1,021	1,045.4 MBF 6.3 MBF 32 Cords 272 Cords 356 Cords 1,021 Cords	1.5 MBF \$ 1,045.4 MBF \$ 6.3 MBF \$ 32 Cords \$ 272 Cords \$ 356 Cords \$ 1,021 Cords \$	1.5 MBF \$ 84.00/MBF 1,045.4 MBF \$ 115.00/MBF 6.3 MBF \$ 154.00/MBF 32 Cords \$ 13.85/Cord 272 Cords \$ 15.15/Cord 356 Cords \$ 26.70/Cord 1,021 Cords \$ 37.10/Cord

*The volumes are statistically estimated within plus (+) or minus (-) 9.50 percent at 95% confidence level. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

FEDERAL ID:	or SOCIAL SECU	JRITY NUMBER:	··
Company or individual bidding:			-
Company representative's name:			-
Address:			_
City:	State:	Zip:	_

IF AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.

Individual	or	company	/ re	presentati	ve's	signature:
mannada	U .	company		procontati		orginataro.

Phone number :_____ Email (optional):_____

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

NTOF NATURAL ACTION	Michigan Department of Natur Forest Resources Div			FOR DEPARTMENT USE ONLY Sale Number (XX – XXX – XX – XX)				
add Michigan - 67	TIMBER SAL	E						
	VERIFICATION OF WORKE	R'S DISABII IT	Y	Forest Management Unit:				
			•	Forest Management Onit.				
		-	- d					
	As required by Act 317, P.A. 1969 (Work Part 5 of Act 451 of 1994, as	amended.						
	CATION OF WORKER'S DISABILIT							
sale	 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 s	signatures.					
Please	Check Appropriate Categories:							
-	business is organized as (you must	check <u>one</u> of the	boxes below):					
	Sole Proprietorship (individual)							
	Partnership							
C. L	Corporation							
2. You	u must check <u>one</u> of the boxes below	v:						
A. [I certify my business is a sole propriet Worker's Compensation Laws.	orship and it has no	employees but	the sole proprietor. I am not subject to the				
	 B. I certify my business has satisfied its o bligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195). C. I certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty- 							
	one (21) days of the contract award.							
	ou have checked item 2(A) or 2(B), n yourself, including family members			of both full-time and part-time employees, other u must enter "0").				
	Full-time Er	nnlovees		Part-time Employees				
		npioyees						
Name of E	Business		Federal ID (or)	Social Security No.				
Address			Telephone					
Otto		04-4-	()					
City		State	ZIP					
	v certify that the above information is rs affecting my coverage during any o			ify the Michigan DNR of any changes that occur ons.				
Signat	Signature of Owner or Authorized Representative							
Title			Dat	e				

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

_____ Date:_____

GNA2 Junco (12-809-20)

T46N, R39W, SEC. 22; T46N, R39W, SEC. 23; T46N, R39W, SEC. 24; T46N,

In response to the notice of sale to be held 8:30 a.m. (local time) on April 7, 2021, 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.

- 1	PRODUCTS & SPECIES Sawtimber	ESTIMATED	VOLUME*	<u>AD</u>	VERTISED PRICE	BID PRICE/UNIT
	Basswood	15.1	MBF	\$	65.00/MBF	\$
	Red Maple	95.7	MBF	\$	84.00/MBF	\$
	Red Pine	228.1	MBF	\$	115.00/MBF	\$
	Sugar Maple	163.8	MBF	\$	154.00/MBF	\$
	Yellow Birch	3.6	MBF	\$	40.00/MBF	\$
	Pulpwood					
	Balsam Fir	98	Cords	\$	13.85/Cord	\$
	Basswood	51	Cords	\$	6.45/Cord	\$
	Mixed Hardwood	2,962	Cords	\$	15.15/Cord	\$
	Paper Birch	6	Cords	\$	5.75/Cord	\$
	Quaking Aspen	1,077	Cords	\$	26.70/Cord	\$
	Red Pine	225	Cords	\$	37.10/Cord	\$
	White Spruce	32	Cords	\$	11.95/Cord	\$

*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:	

IF AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.

Individual or company representative's signature:

Phone number :_____ Email (optional):_____

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

AND PROPARTY AND	Michigan Department of Natura Forest Resources Divis			FOR DEPARTMENT USE ONLY Sale Number (XX – XXX – XX – XX)			
and Michigan . 50	TIMBER SAL	E					
	VERIFICATION OF WORKER	R'S DISABILITY	e	Forest Management Unit:			
	COMPENSATION ACT C						
	As required by Act 317, P.A. 1969 (Worke	-	~				
VEDIEIC	Part 5 of Act 451 of 1994, as	amended.					
sale	contract.		-	ract award and prior to the issuance of the timber			
	In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract.						
All In	formation must be typed or printed e	except for written s	ignatures.				
Please C	Check Appropriate Categories:						
-	usiness is organized as (you must	check <u>one</u> of the t	ooxes below):				
	Sole Proprietorship (individual)						
	Partnership						
C. 🗋	Corporation						
2. You	must check one of the boxes below	/:					
A. 🗆	I certify my business is a sole proprieto Worker's Compensation Laws.	orship and it has no	employees but t	he sole proprietor. I am not subject to the			
	 B. I certify my business has satisfied its o bligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195). C. I certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty-one (21) days of the contract award. 						
				of both full-time and part-time employees, other u must enter "0").			
	Full-time Em	nployees		Part-time Employees			
Name of Bu	Isiness		Federal ID (or) S	Social Security No.			
Address			Telephone				
			()				
City		State	ZIP				
in factors	certify that the above information is a affecting my coverage during any o			fy the Michigan DNR of any changes that occur ons.			
2.9/10/01							
Title			Date	3			

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

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