

## DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

#### **TIMBER SALE PROSPECTUS #4879**

SCHEDULED SALE DATE AND TIME: 3:00 p.m. (local time) on May 1, 2013. LOCATION: CRYSTAL FALLS MGT 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:

C67 CONTRACT (12-001-12-01) / T42N, R27W, SEC. 18, S1/2SW.

T42N, R27W, SEC. 19, N1/2N1/2, W1/2SW.

T42N, R27W, SEC. 20, S1/2S1/2.

T42N, R27W, SEC. 21, N1/2SW,S1/2NW,SEC29 N1/2N1/2.

Dickinson County, Advertised Price \$103,274.50, 249.0 Acres

SALE NOTE: This sale was marked and cruised by Upper Michigan Land Management & Wildlife Services. Their work was monitored and approved by MDNR Forestry staff.

No designated recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Access may be through private or state forest land.

HARTLEY HEADACHE (12-013-12-01) / T43N, R28W, SEC. 16, W1/2NW,NWSW SEC 9 S1/2SW.

T43N, R28W, SEC. 17, E1/2NE, SWNE, N1/2SE.

T43N, R28W, SEC. 18, E1/2NE, NESE.

T43N, R28W, SEC. 20, NWNW SEC 8 S1/2SW, NESW, S1/2SE.

Dickinson County, Advertised Price \$130,999.30, 295.0 Acres

SALE NOTE: There is REQUIRED ROAD WORK involved in this sale (including permits). It is advisable that the purchaser review the sales specs carefully.

No designated recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Access may be through private or state forest land.

BLUE LINE PINE (12-055-12-01) / T44N, R29W, SEC. 19, SE1/4,E1/2SW.

T44N, R29W, SEC. 20, NWSW.

T44N, R29W, SEC. 29, NWNW.

T44N, R29W, SEC. 30, NENE.

Dickinson County, Advertised Price \$137,353.35, 126.0 Acres

SALE NOTE: 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 state forest land.

LEGHORN (12-072-12-01) / T43N, R32W, SEC. 02, SW1/4,S1/2NW1/4.

T43N, R32W, SEC. 11, NENW.

Iron County, Advertised Price \$57,023.10, 138.0 Acres

SALE NOTE: A new road will need to be built to access payment unit 1.

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

#### BID INSTRUCTIONS (VER. 03/08/2013):

#### 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 3:00 p.m. (local time) on May 1, 2013. For further information concerning this sale, contact Eric Thompson at 906-786-2354 extension 142.

#### 2. Bidder's Qualifications (2/12)

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, that 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 (1/11)

Bids shall be manually signed in ink; 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 forms, each erasure or change must be initialed by the person signing the bid.

#### 4. Submission of Sealed Bids (6/11)

Bid forms may be obtained from the Unit Manager. All 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.

#### 5. Public Opening of Sealed Bids (1/11)

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

#### 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 (10/12)

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

the included timber by the termination date.

#### 10. Disclaimer of Estimates and Bidder's Warranty of Inspection (1/11)

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 (3/13)

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-S1. 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.

KEITH CREAGH
Director

#### TIMBER SALE INFORMATION

#### C67 CONTRACT (12-001-12-01)

T42N, R27W, SEC. 18; T42N, R27W, SEC. 19; T42N, R27W, SEC. 20; T42N, R27W, SEC. 21.

SALE NOTE: This sale was marked and cruised by Upper Michigan Land Management & Wildlife Services. Their work was monitored and approved by MDNR Forestry staff.

No designated recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Access may be through private or state forest land.

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

| PRODUCTS & SPECIES | ESTIMATED UNITS* | AD\ | /ERTISED PRICE |
|--------------------|------------------|-----|----------------|
| Sawlogs            |                  |     |                |
| Basswood           | 101.70 MBF       | \$  | 116.00 / MBF   |
| Sugar Maple        | 99.90 MBF        | \$  | 252.00 / MBF   |
| Pulpwood           |                  |     |                |
| Mixed Aspen        | 328.00 Cords     | \$  | 28.40 / Cord   |
| Mixed Hardwood     | 1,989.00 Cords   | \$  | 25.90 / Cord   |

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$5,472.20:

| PRODUCTS & SPECIES | ESTIMATED UNITS* | ADV | ERTISED PRICE |
|--------------------|------------------|-----|---------------|
| Pulpwood           |                  |     |               |
| Basswood           | 395.00 Cords     | \$  | 11.80 / Cord  |
| Mixed Softwood     | 32.00 Cords      | \$  | 25.35 / Cord  |

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 7.54 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

- 1. A bond in the amount of **\$6,000.00** 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:

| (c) i aymone for each of the following arms made | or be made below eathing begins in that and |
|--|---|
| PAYMENT UNIT NUMBER                              | PERCENT OF TOTAL SALE VALUE                 |
| 01   | 31%   |
| 02   | 8%  |
| 03   | 2%  |
| 04   | 12%   |
| 05   | 20%   |
| 06   | 5%  |
| 07   | 22%   |

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2016.

#### **Sale Specific Conditions & Requirements**

Sale Name: C67 Contract Sale Number: 12-001-12-01

#### 1 - Sale Area

#### 1.2 - Boundaries

#### 1.2.1 - Painted boundaries (12/08)

The sale boundary is and Payment Unit boundaries are marked and identified by blue and red paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with red paint. Do not cut painted boundary line trees unless also marked with orange paint.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

#### 2.1.1 - Clearcut unit(s) with unmerchantable trees (8/11)

Within Payment Unit(s) 6, cut all trees that are two (2) inches or more in diameter measured at a point four and one-half (4-1/2) feet above ground level regardless of merchantability except cut spruce and fir yielding one or more pulp sticks to a 4 inch top. Also cut no oak, hemlock, cedar, pine or cherry.

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

Within Payment Unit(s) 1-5 and 7, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. No other trees are to be cut or damaged in these units.

#### 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 10 inches.

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

Stump heights within the Sale Area shall not exceed 12 inches for trees greater than 10 inches DBH and 4 inches for trees smaller than 10 inches DBH.

#### 2.2.4 - Skidding length (2/11)

Skidding of unlimbed tops or lengths over 17 feet is not permissible in units 1-5 and 7.

#### 2.2.11 - Chipping restriction (2/11)

If chipping occurs on this sale, then no woody debris present on the ground at the start of the sale may be chipped.

#### 2.3 - Log Rule

#### 2.3.1 - Log rule (12/08)

All board foot volumes of sawlog size products in this contract have been determined by the International ¼ Inch Log Rule.

#### 3 - Payments

#### 3.4 - Damaged Timber

#### 3.4.1 - Damaged timber (6/05)

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. Damage to residual trees (defined as breaking of the cambium layer, broken tops or bending of trees from their natural position) is not acceptable.

#### 4 - Transportation

#### 4.1 - Construction

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

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

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

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

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

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth. 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.

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

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

#### 4.4 - Access

#### 4.4.1 - Private property access (3/11)

Permission for access across private land is the responsibility of the purchaser.

#### 5 - Operations

#### 5.1 - Notification

#### 5.1.1 - Pre-sale conference (10/11)

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

#### 5.1.4 - Post-sale conference (6/11)

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

#### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

#### 5.2.1.1 - Slash within sale area (2/04)

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

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

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

#### 5.2.1.14 - Chipping of slash (10/08)

If tops are chipped, they must be skidded to the landing separately from the bole section of the tree. Skidding of tops must be done in such a way as to minimize damage to the residual trees. See related specs 2.2.4 - Skidding Length and 3.4.1 - Damaged Timber.

#### 5.2.2 - Hazard Trees/Snags

#### 5.2.2.1 - Den trees (2/04)

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

#### 5.2.3 - Operating Restrictions

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

Within Payment Unit(s) 1-5 and 7, unless changed by written agreement, cutting and skidding are not permitted during the period of April 15 to July 15. This restriction is because of bark slippage.

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

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

#### 5.4 - Soil Protection

#### 5.4.1 - Rutting restriction, general (1/09)

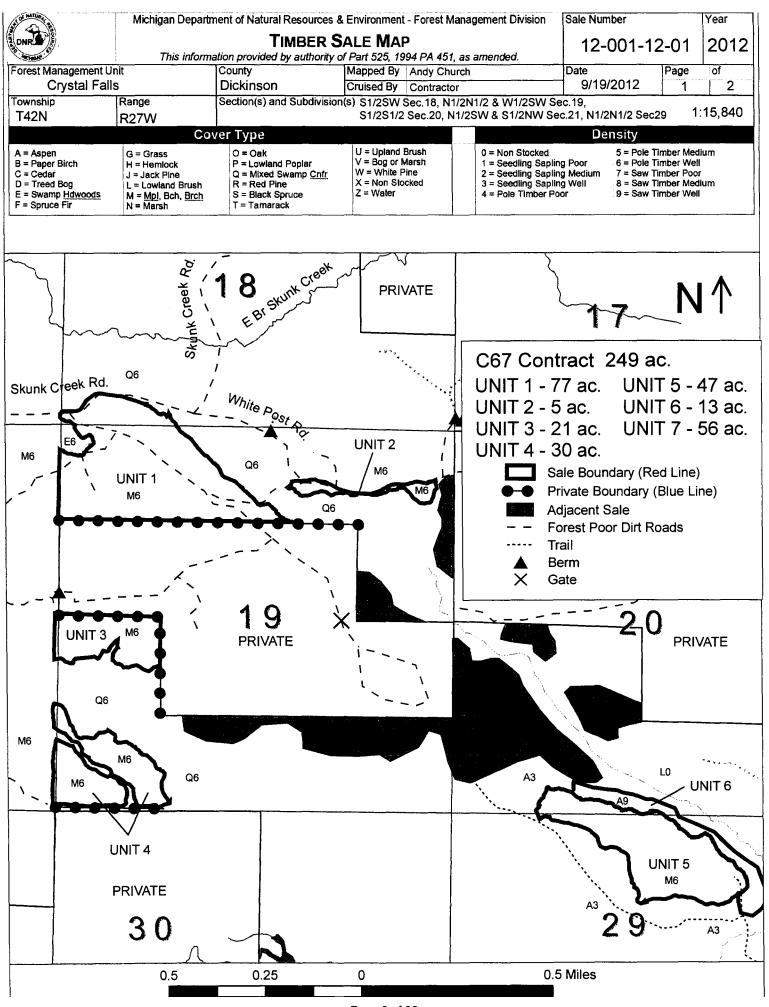
Operations are to cease immediately if equipment and weather conditions result in rutting of roads and skid trails which is 12 inches or greater in depth and 50 feet in length. The Unit Manager or his/her representative may restrict hauling and/or skidding if ruts exceed the specified depth. With the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

#### 5.8 - Protection of Endangered Species

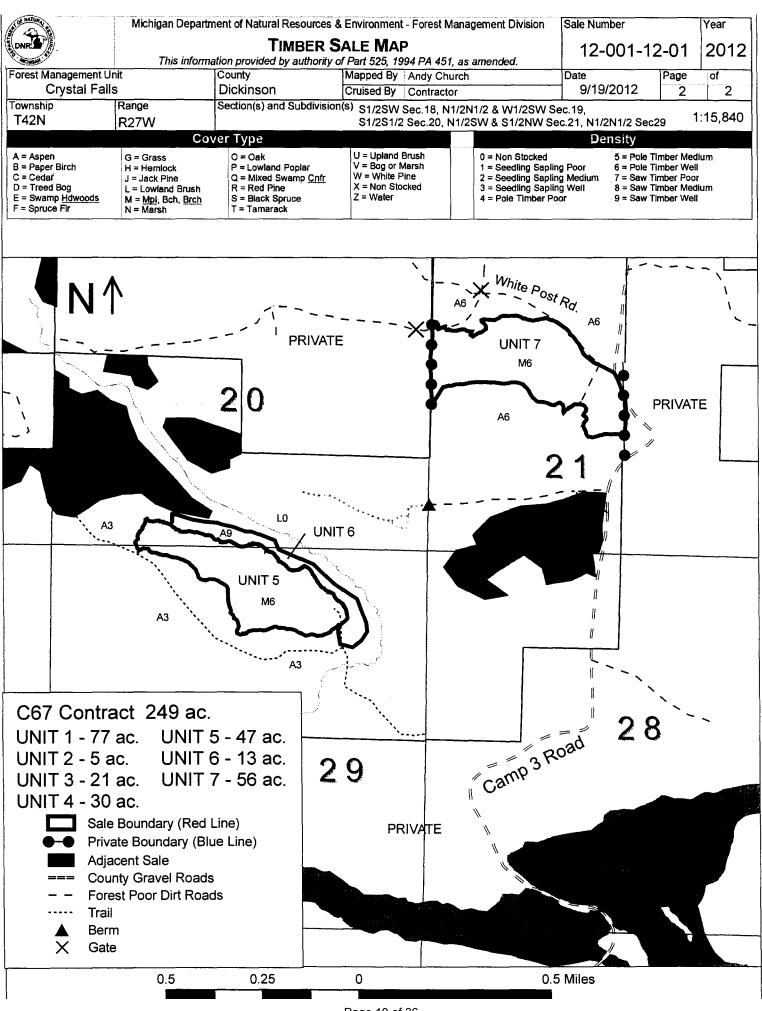
#### 5.8.5 - Protection of raptor nests (4/09)

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

Section Name: Sale Specific Current as of 10/11/2012 10:21:07AM



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#### TIMBER SALE INFORMATION

#### HARTLEY HEADACHE (12-013-12-01)

T43N, R28W, SEC. 16; T43N, R28W, SEC. 17; T43N, R28W, SEC. 18; T43N,

R28W, SEC. 20.

SALE NOTE: There is REQUIRED ROAD WORK involved in this sale (including permits). It is advisable that the purchaser review the sales specs carefully.

No designated recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Access may be through private or state forest land.

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

| PRODUCTS & SPECIES | ESTIMATED UNITS* | AD\ | /ERTISED PRICE |
|--------------------|------------------|-----|----------------|
| Sawlogs            |                  |     |                |
| Basswood           | 95.30 MBF        | \$  | 117.00 / MBF   |
| Pulpwood           |                  |     |                |
| Mixed Aspen        | 2,594.00 Cords   | \$  | 29.00 / Cord   |
| Mixed Hardwood     | 943.00 Cords     | \$  | 25.00 / Cord   |
| Mixed Softwood     | 332.00 Cords     | \$  | 24.00 / Cord   |

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$13,080.20:

| PRODUCTS & SPECIES | <b>ESTIMATED UNITS*</b> | <u>AD\</u> | /ERTISED PRICE |
|--------------------|-------------------------|------------|----------------|
| Sawlogs            |                         |            |                |
| Mixed Hardwood     | 0.40 MBF                | \$         | 47.00 / MBF    |
| Sugar Maple        | 8.90 MBF                | \$         | 286.00 / MBF   |
| Pulpwood           |                         |            |                |
| B. Poplar          | 208.00 Cords            | \$         | 28.00 / Cord   |
| Basswood           | 382.00 Cords            | \$         | 6.00 / Cord    |
| Paper Birch        | 80.00 Cords             | \$         | 30.00 / Cord   |

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 10.51 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

- 1. A bond in the amount of \$8,000.00 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:

| ( )                 | 5 5                         |
|---------------------|-----------------------------|
| PAYMENT UNIT NUMBER | PERCENT OF TOTAL SALE VALUE |
| 01                  | 4%                          |
| 02                  | 7%                          |
| 03                  | 8%                          |
| 04                  | 3%                          |
| 05                  | 2%                          |
| 06                  | 16%                         |
| 07                  | 16%                         |
| 08                  | 14%                         |
| 09                  | 12%                         |
| 10                  | 4%                          |
| 11                  | 13%                         |
| 12                  | 1%                          |
|                     |                             |

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2016.

#### **Sale Specific Conditions & Requirements**

Sale Name: Hartley Headache Sale Number: 12-013-12-01

#### 1 - Sale Area

#### 1.2 - Boundaries

#### 1.2.1 - Painted boundaries (12/08)

The sale boundary and Payment Unit boundaries are marked and identified by blue, red and yellow paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint. Yellow painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

#### 2.1.1 - Clearcut unit(s) with unmerchantable trees (8/11)

Within Payment Unit(s) 2, 6-9, and 11, cut all trees that are two (2) inches or more in diameter measured at a point four and one-half (4-1/2) feet above ground level regardless of merchantability EXCEPT: cedar, pine, hemlock.

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

Within Payment Unit(s) 1, 3-5, 10 & 12, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

#### 2.2 - Utilization

#### 2.2.4 - Skidding length (2/11)

Skidding of unlimbed tops or lengths over 17 feet is not permissible in Units 1, 3-5, 10, 12.

#### 2.2.11 - Chipping restriction (2/11)

If chipping occurs on this sale, then no woody debris present on the ground at the start of the sale may be chipped.

#### 2.3 - Log Rule

#### 2.3.1 - Log rule (12/08)

All board foot volumes of sawlog size products in this contract have been determined by the International ¼ Inch Log Rule.

#### 3 - Payments

#### 3.4 - Damaged Timber

#### 3.4.1 - Damaged timber (6/05)

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured. Damage to residual trees (defined as breaking of the cambium layer, broken tops or bending of trees from their natural position) is not acceptable.

No damage is acceptable to merchantable trees. Within the sale area, if more than 10% of trees (> 4.5" DBH) within a specified area of the sale are damaged, liquidated damages will be assessed for all trees damaged. Rates will be in accordance with General Condition and Requirement 3.4 Damaged Timber.

#### 4 - Transportation

#### 4.1 - Construction

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

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

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

Construction of new roads or improvements of existing roads shall be done in such a way as to minimize the environmental and visual impacts. Merchantable trees shall be cut and utilized unless otherwise directed. Non-merchantable trees shall be severed and laid flat on the ground. Slash shall be scattered, and not left in windrows and kept a minimum of 10 feet back

from the road edge. Stumps shall be set upright, not left on edge, and be moved at least 5 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

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

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

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

The following road work is REQUIRED: the contractor must purchase and install one new 24-inch by 24' foot in length corrugated steel culvert for culvert location "A", and one 12-inch by 24' in length steel culvert for culvert location "B", as indicated on sale map. There must be a minimum of 6 inches of gravel over each culvert. These culverts will be left in place. A temporary culvert will be required at location "C" if access to Unit 2 is from the north. Culvert "C" will need to be removed. DEQ permit is necessary for the installation of culvert "A". All road work must be completed prior to any hauling.

In addition, gravel will need to be placed in sand stretches/holes on road. Where gravel is placed, road will need to be crowned and ditched. Contact sale administrator for specific locations.

#### 4.1.10 - Oversight (12/08)

The Unit Manager, or his/her representative, must be present when the road improvement project is initiated.

#### 4.1.11 - Permits (2/12)

The Purchaser will secure any necessary 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 prolonged wet weather conditions.

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

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

#### 4.2.4 - Grading (12/08)

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

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

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

#### 4.4 - Access

#### 4.4.2 - Alternate route on private property (2/04)

It is the purchaser's responsibility to obtain access across private land for any routes other than the route shown on the sale map.

#### 5 - Operations

#### 5.1 - Notification

#### 5.1.1 - Pre-sale conference (10/11)

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

#### 5.1.4 - Post-sale conference (6/11)

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

#### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

#### 5.2.1.1 - Slash within sale area (2/04)

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

#### 5.2.1.14 - Chipping of slash (10/08)

If tops are chipped, they must be skidded to the landing separately from the bole section of the tree. Skidding of tops must be done in such a way as to minimize damage to the residual trees. See related specs 2.2.4 - Skidding Length and 3.4.1 - Damaged Timber. This pertains specifically to the hardwood units.

#### 5.2.2 - Hazard Trees/Snags

#### 5.2.2.1 - Den trees (2/04)

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

#### 5.2.3 - Operating Restrictions

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

Within Payment Unit(s) 1-12, unless changed by written agreement, cutting, skidding, and hauling are not permitted from March 1 to May 15. This restriction is to avoid spring break up season.

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

Within Payment Unit(s) 1, 3, 4, 5, 10, & 12, cutting and skidding are not permitted during the period of April 1 to July 15. This restriction is because of bark slippage.

#### 5.2.22 - Operating Caution

#### 5.2.22.1 - Operating caution (6/11)

It is recommended, but not required, that within Payment Unit(s) 2, cutting, skidding, and hauling occur during dry summer or frozen winter conditions. The reason for the recommendation is due to the heavier soils.

#### 5.2.31 - Landing locations (10/09)

Chip landings (where tops will be chipped onto the ground) must be approved by sale administrator PRIOR to chipping.

#### 5.2.32 - Decking/landing restoration (9/11)

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.

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

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

#### 5.4 - Soil Protection

#### 5.4.1 - Rutting restriction, general (1/09)

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

#### 7 - Other Conditions

#### 7.2 - Extensions

#### 7.2.1 - One year extension (2/04)

Given justification, only one, 1 year extension may be granted if the contract has been paid for in full.

Section Name: Sale Specific Current as of 2/4/2013 11:47:42AM

Michigan Department of Natural Resources & Environment - Forest Management Division Sale Number Year TIMBER SALE MAP 2012 12-013-12-01 This information provided by authority of Part 525, 1994 PA 451, as amended. Forest Management Unit County Mapped By Date Page of D Goupell Crystal Falls 9/13/2012 Cruised By Dickinson D Goupell Township Range R28W Section(s) and Subdivision(s) 8: S1/2SW, NESW, S1/2SE 9: S1/2SW 16:W1/2NW, NWSW 17: E1/2NE, SWNE, N1/2SE 18:E1/2NE, NESE 20:NWNW 1:15,840 **T43N** Density A = Aspen U = Upland Brush G = Grass O = Oak 0 = Non Stocked 5 = Pole Timber Medium B = Paper Birch P = Lowland Poplar V = Bog or Marsh 6 = Pole Timber Well H = Hemlock 1 = Seedling Sapling Poor C = Cedar Q = Mixed Swamp Cnfr W = White Pine 2 = Seedling Sapling Medium 7 = Saw Timber Poor J = Jack Pine D = Treed Bog R = Red Pine X = Non Stocked 3 = Seedling Sapling Well 8 = Saw Timber Medium L = Lowland Brush E = Swamp Hdwoods S = Black Spruce Z = Water 4 = Pole Timber Poor 9 = Saw Timber Well M = Mpl Bch, Brch N = Marsh F = Spruce Fir T = Tamarack **Hartley Headache** 295 acres G Culvert C Unit 2 Unit 1a = 32 ac Unit 5 = 10 ac P6/Q5 Unit 1b = 2 ac Unit 6 = 34 ac **A3** Unit 2 = 14 ac Unit 7 = 38 ac Unit 3 = 32 ac Unit 8 = 32 ac **A3** Unit 4a = 8 ac Unit 9 = 21 ac **M6** Unit 4b = 2 ac Unit 10 = 29 ac Unit 4c = 3 ac Unit 11 = 30 ac **A3** Unit 12 = 8 ac Private Unit 1a Unit 10 Unit 6 A6 M6 **A6** Unit 11 Unit 8 Unit 7 A6 Private А3 C6 **A3** Culvert B Culvert A replacement Unit 1b Private Boundary (blue) Timber sale boundary (red) Unit line (yellow) County Rd (gravel) Forest Poor Dirt Roads Trail Ralph ~2.8 miles Exclusion Culvert\_needed 0.5 0.25 0 0.5 1 Miles

#### TIMBER SALE INFORMATION

#### BLUE LINE PINE (12-055-12-01)

T44N, R29W, SEC. 19; T44N, R29W, SEC. 20; T44N, R29W, SEC. 29; T44N, R29W. SEC. 30.

SALE NOTE: 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 state forest land.

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

| PRODUCTS & SPECIES | <b>ESTIMATED UNITS*</b> | <u>ADV</u> | ERTISED PRICE |
|--------------------|-------------------------|------------|---------------|
| Sawlogs            |                         |            |               |
| Red Pine           | 224.10 MBF              | \$         | 100.00 / MBF  |
| Pulpwood           |                         |            |               |
| Mixed Aspen        | 397.00 Cords            | \$         | 24.10 / Cord  |
| Red Pine           | 1,909.00 Cords          | \$         | 48.30 / Cord  |

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$13,170.95:

| PRODUCTS & SPECIES    | ESTIMATED UNITS* | <u>ADV</u> | ERTISED PRICE |
|-----------------------|------------------|------------|---------------|
| Sawlogs<br>White Pine | 8.10 MBF         | \$         | 91.00 / MBF   |
| Pulpwood              |                  | ,          |               |
| Jack Pine             | 109.00 Cords     | \$         | 40.15 / Cord  |
| Mixed Hardwood        | 48.00 Cords      | \$         | 21.95 / Cord  |
| Mixed Softwood        | 215.00 Cords     | \$         | 21.50 / Cord  |
| White Pine            | 98.00 Cords      | \$         | 24.30 / Cord  |

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 6.91 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

- 1. A bond in the amount of \$7,500.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 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:

| PERCENT OF TOTAL SALE VALUE |
|-----------------------------|
| 10%                         |
| 30%                         |
| 30%                         |
| 15%                         |
| 15%                         |
| ,                           |

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2015.

#### **Sale Specific Conditions & Requirements**

Sale Name: Blue Line Pine Sale Number: 12-055-12-01

#### 1 - Sale Area

#### 1.2 - Boundaries

#### 1.2.1 - Painted boundaries (12/08)

The sale boundary and Payment Unit boundaries are marked and identified by blue and red paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state and interior payment unit boundaries are marked with red paint. Do not cut painted boundary line trees unless also marked with orange paint.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1, 2, 3, 4 and 5, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. In addition to all trees marked with orange paint, cut all aspen, spruce, balsam, jack pine and mixed hardwood with one or more 100 inch pulpwood sticks. No cedar, hemlock or oak will be cut.

#### 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 10 inches.

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

Stump heights within the Sale Area shall not exceed 12 inches for trees greater than 10 inches DBH and 4 inches for trees smaller than 10 inches DBH. This is to make sale area easier to scarify after harvest.

#### 2.2.8 - Utilization and removal (2/11)

All piles of wood chips and decks of round wood must be removed from sale area within 60 days of the expiration of this sale.

#### 2.2.10 - No chipping tops and limbs (4/12)

Within Payment Unit(s) 1, 2, 3, 4 and 5, chipping of the bole, 2-inches in diameter or greater, is allowed. Chipping of limbs or portions of the tree less than 2-inches in diameter is not permitted. Limbs and the remaining top must be left on site and scattered.

#### 2.3 - Log Rule

#### 2.3.1 - Log rule (12/08)

All board foot volumes of sawlog size products in this contract have been determined by the International ¼ Inch Log Rule.

#### 3 - Payments

#### 3.4 - Damaged Timber

#### 3.4.1 - Damaged timber (6/05)

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured. Damage to residual trees (defined as breaking of the cambium layer, broken tops or bending of trees from their natural position) is not acceptable.

#### 4 - Transportation

#### 4.1 - Construction

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

Construction of new roads or improvements of existing roads shall be done in such a way as to minimize the environmental and visual impacts. Merchantable trees shall be cut and utilized unless otherwise directed. Non-merchantable trees shall be severed and laid flat on the ground. Slash shall be scattered, and not left in windrows and kept a minimum of 10 feet back from the road edge. Stumps shall be set upright, not left on edge, and be moved at least 10 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows. A new road will need to be constructed as a condition of this sale. The new road will be used for sale access and decking of forest products. This road will also be used to connect the snowmobile/ORV trail, bypassing the county road. The new road must be stumped, ditched and crowned.

Spur roads will need to be constructed along Webber Creek Road for decking of forest products. Locations of these spur roads will be determined at time of sale.

#### 4.2 - Maintenance

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

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

#### 5 - Operations

#### 5.1 - Notification

#### 5.1.1 - Pre-sale conference (10/11)

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

#### 5.1.4 - Post-sale conference (6/11)

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

#### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

#### 5.2.1.1 - Slash within sale area (2/04)

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

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

No slash or tree tops may exceed 36 inches in height. Chip piles must be spread out and not exceed 4 inches in depth.

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

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

#### 5.2.2 - Hazard Trees/Snags

#### 5.2.2.1 - Den trees (2/04)

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

#### 5.2.3 - Operating Restrictions

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

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

#### 5.2.37 - No decking areas (12/08)

No decking is allowed within 50 feet of Two Mile Creek Road or Webber Creek Road.

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

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

#### 5.4 - Soil Protection

#### 5.4.1 - Rutting restriction, general (1/09)

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

return to the area when the risk of rutting has decreased.

#### 5.8 - Protection of Endangered Species

#### 5.8.5 - Protection of raptor nests (4/09)

To protect an active hawk nest, no cutting, skidding, and hauling are permitted within the retention area in PU 3, marked out with blue paint and shown on the sale map. 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. No harvest activities will be allowed in PU's 2 or 3 from March 1 to August 15.

#### 7 - Other Conditions

#### 7.2 - Extensions

#### 7.2.1 - One year extension (2/04)

Given justification, only one, 1 year extension may be granted if the contract has been paid for in full.

Section Name: Sale Specific Current as of 9/20/2012 9:29:58AM



## Michigan Department of Natural Resources - Forest Management TIMBER SALE MAP

This information provided by authority of Part 525 of Act 451, PA 1994, as amended.

SALE NUMBER 120551201

YEAR 2012

FOREST MANAGEMENT UNIT: COUNTY MAPPED BY SCOTT SEBERO DATE PAGE OF CRYSTAL FALLS Dickinson CRUISED BY SCOTT SEBERO 12/28/2011 TOWNSHIP RANGE SECTION(S) AND SUBDIVISION(S) Scale: |.....4 inches...... | = 1 mile 19 SE1/4, E1/2SW, 20 NWSW, 29 NWNW, 30 NENE 44N 29W Cover Type Density P = Lowland Poplar V = Bog or Marsh 0 = Non Stocked 5 = Pole Timber Medium A = Aspen H = Hemlock W = White Pine 1 = Seedling Sapling Poor 2 = Seedling Sapling Medium B = Paper Birch J = Jack Pine Q = Mixed Swamp Cnfr 6 = Pole Timber Well X = Non Stocked L = Lowland Brush R = Red Pine C = Cedar 7 = Saw Timber Poor S = Black Spruce E = Swamp Hdwoods Z = Water 8 = Saw Timber Medium M = Mpl, Bch, Brch 3 = Seedling Sapling Well 4 = Pole Timber Poor T = Tamarack F = Spruce Fir N = Marsh 9 = Saw Timber Well O = OakU = Upland Brush G = Grass **Blue Line Pine** 126 Acres Unit 1 - 19 acres Unit 2 - 32 acres Unit 3 - 33 acres Unit 4 -- 28 acres Unit 5 -- 14 acres A6 Stat 20 MI 559.4 BBEI **LEGEND** BLUE PROPERTY LINE \*\* RED BOUNDARY LINE TRAIL ROAD ---SURVEY CORNER CENTER SECTION PAYMENT UNIT PU<sub>1</sub> PRIVATE PROPERTY RETENTION AREA

#### TIMBER SALE INFORMATION

#### LEGHORN (12-072-12-01)

T43N, R32W, SEC. 02; T43N, R32W, SEC. 11.

Iron County (Advertised Price \$57,023.10)

SALE NOTE: A new road will need to be built to access payment unit 1.

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

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

| <b>ESTIMATED UNITS*</b> | <u>ADV</u>                                | ERTISED PRICE                                |
|-------------------------|---|--|
|                         |   |  |
| 29.70 MBF               | \$  | 105.00 / MBF                                 |
|                         |   |  |
| 987.00 Cords            | \$  | 24.10 / Cord                                 |
| 871.00 Cords            | \$  | 22.00 / Cord                                 |
| 382.00 Cords            | \$  | 21.50 / Cord                                 |
|                         | 29.70 MBF<br>987.00 Cords<br>871.00 Cords | 29.70 MBF \$ 987.00 Cords \$ 871.00 Cords \$ |

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$2,742.90:

| PRODUCTS & SPECIES | <b>ESTIMATED UNITS*</b> | AD\ | /ERTISED PRICE |
|--------------------|-------------------------|-----|----------------|
| Sawlogs            |                         |     |                |
| Mixed Hardwood     | 18.70 MBF               | \$  | 83.00 / MBF    |
| Sugar Maple        | 5.20 MBF                | \$  | 229.00 / MBF   |

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 12.27 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

- 1. A bond in the amount of \$3,000.00 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:

| (c) Fayment for each of the following units in | iust be made before culting begins in that unit. |
|--|--|
| PAYMENT UNIT NUMBER                            | PERCENT OF TOTAL SALE VALUE                      |
| 01   | 37%  |
| 02   | 44%  |
| 03   | 14%  |
| 04   | 5%   |

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2015.

#### **Sale Specific Conditions & Requirements**

Sale Name: Leghorn Sale Number: 12-072-12-01

#### 1 - Sale Area

#### 1.2 - Boundaries

#### 1.2.1 - Painted boundaries (12/08)

The sale boundary and Payment Unit boundaries are marked and identified by red paint. Exterior sale boundary lines against state and interior payment unit boundaries are marked with red paint. Do not cut painted boundary line trees unless also marked with orange paint.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

#### 2.1.1 - Clearcut unit(s) with unmerchantable trees (8/11)

Within Payment Unit(s) 1 and 4, cut all aspen and mixed hardwood trees that are two (2) inches or more in diameter measured at a point four and one-half (4-1/2) feet above ground level regardless of merchantability. In addition, cut all spruce and balsam with one or more 100 inch pulpwood sticks. No red or white pine, oak, cedar or hemlock are to be cut.

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

Within Payment Unit(s) 2 & 3, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. In addition to trees marked with orange paint, cut all aspen, spruce and balsam with one or more 100 inch pulp wood sticks.

#### 2.2 - Utilization

#### 2.2.8 - Utilization and removal (2/11)

All piles of wood chips and decks of round wood must be removed from the sale area within 60 days of the expiration of this sale.

#### 2.2.10 - No chipping tops and limbs (4/12)

Within Payment Unit(s) 1, 2, 3 and 4, chipping of the bole, 2-inches in diameter or greater, is allowed. Chipping of limbs or portions of the tree less than 2-inches in diameter is not permitted. Limbs and the remaining top must be left on site and scattered.

#### 3 - Payments

#### 3.4 - Damaged Timber

#### 3.4.1 - Damaged timber (6/05)

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured. Damage to residual trees (defined as breaking of the cambium layer, broken tops or bending of trees from their natural position) is not acceptable.

#### 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 moved at least 10 feet back from edge of road. Stumps shall be set upright.

#### 4.1.5 - Culverts (9/11)

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 12 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. Stream crossing permits, if needed, will be obtained by the DNR.

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

A new road will need to be constructed to access PU 1. 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. Roads will be crowned to prevent water from pooling on them.

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

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

#### 4.2 - Maintenance

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

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

#### 4.4 - Access

#### 4.4.1 - Private property access (3/11)

Permission for access across private land is the responsibility of the purchaser. Permission to cross private land must include access for DNR representatives to inspect the sale.

#### 5 - Operations

#### 5.1 - Notification

#### 5.1.1 - Pre-sale conference (10/11)

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

#### 5.1.4 - Post-sale conference (6/11)

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

#### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

#### 5.2.1.1 - Slash within sale area (2/04)

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

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

No slash or tree tops may exceed 36 inches in height. Chip piles must be spread out and not exceed 4 inches in depth.

#### 5.2.2 - Hazard Trees/Snags

#### 5.2.2.1 - Den trees (2/04)

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

#### 5.2.3 - Operating Restrictions

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

Within Payment Unit(s) 2 and 3, unless changed by written agreement, cutting and skidding are not permitted during the period of April 15 to July 15. This restriction is because of bark slippage.

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

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

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

The snowmobile trail 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. All stumps within 10 feet of the snowmobile trail must be cut at ground level. If logging operations are active in the vicinity of the snowmobile trail, during the snowmobile season,

the trail will need to be signed to warn of logging activity at both sides of Payment Unit 2. Also, during the snowmobile season, the trail may only be crossed at right angles.

#### 5.4 - Soil Protection

#### 5.4.1 - Rutting restriction, general (1/09)

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

#### 5.8 - Protection of Endangered Species

#### 5.8.5 - Protection of raptor nests (4/09)

To protect an active hawk nest, no cutting, skidding, and hauling are permitted within the retention area marked out with blue paint and shown on the sale map. 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. No harvest activities will be allowed in this sale from March 1 to August 15.

Section Name: Sale Specific Current as of 10/11/2012 10:33:28AM



## Michigan Department of Natural Resources - Forest Management TIMBER SALE MAP

This information provided by authority of Part 525 of Act 451, PA 1994, as amended.

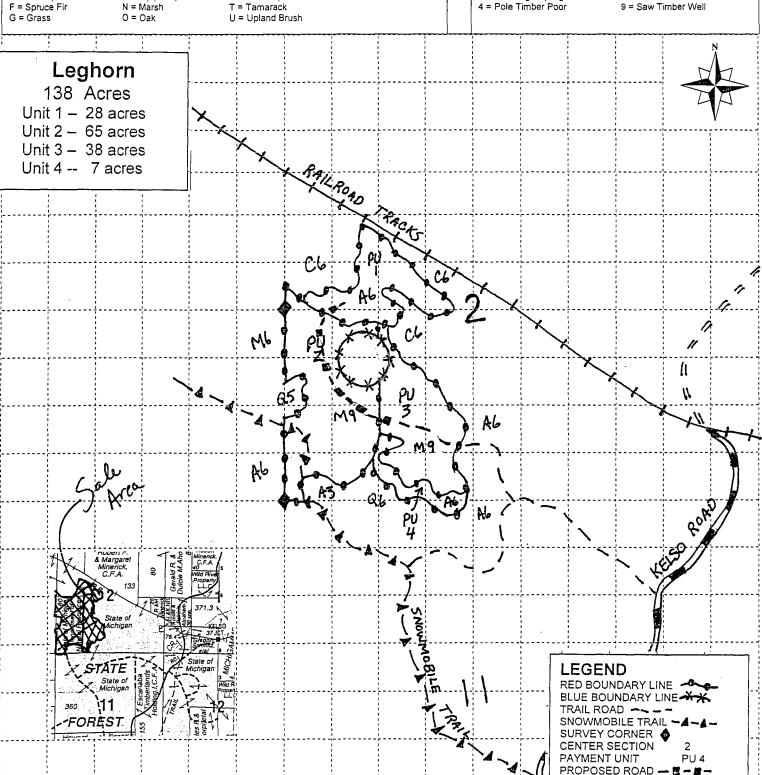
SALE NUMBER 120721201

YEAR 2012

FOREST MANAGEMENT UNIT: COUNTY MAPPED BY SCOTT SEBERO DATE PAGE OF CRYSTAL FALLS Iron CRUISED BY SCOTT SEBERO 09/18/2012 1 1

TOWNSHIP RANGE SECTION(S) AND SUBDIVISION(S) Scalar 4 inches 1=1 miles

0 = Non Stocked 5 = Pole Timber Medium
1 = Seedling Sapling Poor 6 = Pole Timber Well
2 = Seedling Sapling Medium 7 = Saw Timber Poor
3 = Seedling Sapling Well 8 = Saw Timber Medium
4 = Pole Timber Poor 9 = Saw Timber Well



#### **BID FORM**

#### C67 CONTRACT (12-001-12-01)

T42N, R27W, SEC. 18; T42N, R27W, SEC. 19; T42N, R27W, SEC. 20; T42N, R27W, SEC. 21, Dickinson County

In response to the notice of sale to be held 3:00 p.m. (local time) on May 1, 2013, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

| PRODUCTS & SPECIES | <u>ESTIMATEI</u> | D UNITS* | AD' | VERTISED PRICE | BID PRI | ICE    |
|--------------------|------------------|----------|-----|----------------|---------|--------|
| Sawlogs            |                  |          |     |                |         |        |
| Basswood           | 101.70           | MBF      | \$  | 116.00 / MBF   | \$      | / MBF  |
| Sugar Maple        | 99.90            | MBF      | \$  | 252.00 / MBF   | \$      | / MBF  |
| Pulpwood           |                  |          |     |                |         |        |
| Mixed Aspen        | 328.00           | Cords    | \$  | 28.40 / Cord   | \$      | / Cord |
| Mixed Hardwood     | 1,989.00         | Cords    | \$  | 25.90 / Cord   | \$      | / Cord |

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$5,472.20:

| PRODUCTS & SPECIES | ESTIMATED UNITS* | AD\ | ADVERTISED PRICE |  |  |
|--------------------|------------------|-----|------------------|--|--|
| Pulpwood           |                  |     |                  |  |  |
| Basswood           | 395.00 Cords     | \$  | 11.80 / Cord     |  |  |
| Mixed Softwood     | 32.00 Cords      | \$  | 25.35 / Cord     |  |  |

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 7.54 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

|            | FEDERAL ID: or SOCIAL SECURITY NUMBER:           |                    |                 |                          |   |
|------------|--|--------------------|-----------------|--------------------------|---|
|            | Company or individual bidding:                   |                    |                 |                          |   |
|            | Company representative's name:                   |                    |                 |                          |   |
|            | Address:   |                    |                 |                          |   |
|            | City:  | State:             | Zip:            |                          |   |
| IF AVAIL   | ABLE, PLEASE PLACE THE                           | PERSONALIZED LABEL | FROM YOUR PROSP | PECTUS IN THE ABOVE BOX. | - |
| Individual | ual or company representative's signature: Date: |                    |                 |                          |   |
| Phone nu   | none number : Email (optional):                  |                    |                 |                          |   |



City

Title

Michigan Department of Natural Resources & Environment Forest Management Division

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

As required by Act 317, P.A. 1969 (Worker's Compensation) and Part 525 of Act 451 of 1994, as amended.

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

VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract. In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within 21 days of the contract award and prior to the issuance of the timber sale contract. All Information must be typed or printed except for written signatures. Please Check Appropriate Categories: 1. My business is organized as (you **must** check <u>one</u> of the boxes below): A. Sole Proprietorship (individual) B. Partnership C. Corporation You must check one of the boxes below: A. I certify that my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws. B. I certify that my business has satisfied its obligation 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 that my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within 21 days of the contract award. 3. If you have checked item 2(A) or 2(B), you must indicate the number of both full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0"). Full-time Employees Part-time Employees Federal ID (or) Social Security No. Name of Business Telephone Address

I hereby certify that the above information is true and correct. I agree to notify the Michigan DNRE of any changes that occur in factors affecting my coverage during any of my present and future operations.

ZIP

Signature of Owner or Authorized Representative

State

Date

#### **BID FORM**

#### HARTLEY HEADACHE (12-013-12-01)

T43N, R28W, SEC. 16; T43N, R28W, SEC. 17; T43N, R28W, SEC. 18; T43N, R28W, SEC. 20, Dickinson County

In response to the notice of sale to be held 3:00 p.m. (local time) on May 1, 2013, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

| PRODUCTS & SPECIES | ESTIMATED UNITS* | ADVERTISED PRICE | BID PRICE |
|--------------------|------------------|------------------|-----------|
| Sawlogs            |                  |                  |           |
| Basswood           | 95.30 MBF        | \$ 117.00 / MBF  | \$ / MBF  |
| Pulpwood           |                  |                  |           |
| Mixed Aspen        | 2,594.00 Cords   | \$ 29.00 / Cord  | \$ / Cord |
| Mixed Hardwood     | 943.00 Cords     | \$ 25.00 / Cord  | \$ / Cord |
| Mixed Softwood     | 332.00 Cords     | \$ 24.00 / Cord  | \$ / Cord |

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$13,080.20:

| PRODUCTS & SPECIES | ESTIMATED UNI |       | ADV | ERTISED PRICE |
|--------------------|---------------|-------|-----|---------------|
| Sawlogs            |               |       |     |               |
| Mixed Hardwood     | 0.40          | MBF   | \$  | 47.00 / MBF   |
| Sugar Maple        | 8.90          | MBF   | \$  | 286.00 / MBF  |
| Pulpwood           |               |       |     |               |
| B. Poplar          | 208.00        | Cords | \$  | 28.00 / Cord  |
| Basswood           | 382.00        | Cords | \$  | 6.00 / Cord   |
| Paper Birch        | 80.00         | Cords | \$  | 30.00 / Cord  |
|                    |               |       |     |               |

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 10.51 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

|       | FEDERAL ID:   | or SOCIAL SEC      | URITY NUMBER:          |                |  |
|-------|---|--------------------|------------------------|----------------|--|
|       | Company or individual bidding:  |                    |                        |                |  |
|       | Company representative's name:  |                    |                        |                |  |
|       | Address:  |                    |                        |                |  |
|       | City:   | State:             | _ Zip:                 |                |  |
|       | AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX. |                    |                        |                |  |
| AVAIL | ABLE, PLEASE PLACE THE PERSO  | NALIZED LABEL FROM | M YOUR PROSPECTUS IN 1 | THE ABOVE BOX. |  |
|       | ABLE, PLEASE PLACE THE PERSO or company representative's signatu                      |                    |                        | THE ABOVE BOX. |  |



Michigan Department of Natural Resources & Environment Forest Management Division

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

days of the contract award.

As required by Act 317, P.A. 1969 (Worker's Compensation) and Part 525 of Act 451 of 1994, as amended.

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

|     | sale contract.   |  |  |  |  |  |
|-----|--|--|--|--|--|--|
| •   | In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within 21 days of the contract award and prior to the issuance of the timber sale contract.   |  |  |  |  |  |
| •   | All Information must be typed or printed except for written signatures.  |  |  |  |  |  |
| Ple | ase Check Appropriate Categories:  |  |  |  |  |  |
| 1.  | My business is organized as (you <b>must</b> check <u>one</u> of the boxes below):  A. ☐ Sole Proprietorship (individual)  B. ☐ Partnership  C. ☐ Corporation  |  |  |  |  |  |
| 2.  | <ul> <li>You must check one of the boxes below:</li> <li>A.  I certify that my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.</li> <li>B.  I certify that my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).</li> </ul> |  |  |  |  |  |

C. I certify that my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within 21

3. If you have checked item 2(A) or 2(B), you must indicate the number of both full-time and part-time employees, other

VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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

#### **BID FORM**

#### BLUE LINE PINE (12-055-12-01)

T44N, R29W, SEC. 19; T44N, R29W, SEC. 20; T44N, R29W, SEC. 29; T44N, R29W, SEC. 30, Dickinson County

In response to the notice of sale to be held 3:00 p.m. (local time) on May 1, 2013, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

| PRODUCTS & SPECIES Sawlogs | ESTIMATED UNITS* | ADVERTISED PRICE | BID PRICE |
|----------------------------|------------------|------------------|-----------|
| Red Pine                   | 224.10 MBF       | \$ 100.00 / MBF  | \$ / MBF  |
| Pulpwood<br>Mixed Aspen    | 397.00 Cords     | \$ 24.10 / Cord  | \$ / Cord |
| Red Pine                   | 1,909.00 Cords   | \$ 48.30 / Cord  | \$/ Cord  |

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$13,170.95:

| PR | ODUCTS & SPECIES | <b>ESTIMATE</b> | <u>D UNITS*</u> | ADVERTISED PRI |              |
|----|------------------|-----------------|-----------------|----------------|--------------|
| Sa | wlogs            |                 |                 |                |              |
|    | White Pine       | 8.10            | MBF             | \$             | 91.00 / MBF  |
| Pu | pwood            |                 |                 |                |              |
|    | Jack Pine        | 109.00          | Cords           | \$             | 40.15 / Cord |
|    | Mixed Hardwood   | 48.00           | Cords           | \$             | 21.95 / Cord |
|    | Mixed Softwood   | 215.00          | Cords           | \$             | 21.50 / Cord |
|    | White Pine       | 98.00           | Cords           | \$             | 24.30 / Cord |
|    |                  |                 |                 |                |              |

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 6.91 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

|           | FEDERAL ID: or SOCIAL SECURITY NUMBER:  |   |       |      |  |  |
|-----------|---|---|-------|------|--|--|
|           | Company or individual bidding:  |   |       |      |  |  |
|           | Company representative's name:  |   |       |      |  |  |
|           | Address:  |   |       |      |  |  |
|           | City:   | S | tate: | Zip: |  |  |
| F AVAIL   | AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX. |   |       |      |  |  |
| ndividual | vidual or company representative's signature: Date:                                   |   |       |      |  |  |
| Phone nu  | none number : Email (optional):   |   |       |      |  |  |



Michigan Department of Natural Resources & Environment Forest Management Division

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

As required by Act 317, P.A. 1969 (Worker's Compensation) and Part 525 of Act 451 of 1994, as amended.

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

|  | VERIFICATION OF WORKER'S DISABIL   | ITY COMPENSATION ACT COMPLIANCE  |  |  |  |
|--|--|--|--|--|--|
| •  | This verification must be completed and submitted within 21 sale contract.   | days of contract 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 21 days of the contract award and prior to the issuance of the timber sale contract. |  |  |  |  |
| •  | All Information must be typed or printed except for written signatures.  |  |  |  |  |
| Ple  | ease Check Appropriate Categories:   |  |  |  |  |
| <ol> <li>My business is organized as (you <b>must</b> check <u>one</u> of the boxes below):</li> <li>A.</li></ol>  |  |  |  |  |  |
| <ol> <li>You must check one of the boxes below:</li> <li>I certify that my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.</li> </ol> |  |  |  |  |  |
|  | <ul> <li>B.</li></ul>  |  |  |  |  |
| 3.   | If you have checked item 2(A) or 2(B), you <b>must</b> indicate than yourself, including family members and active partner   | the number of <b>both</b> full-time and part-time employees, other rs (if none, you must enter "0"). |  |  |  |
|  | Full-time Employees  | Part-time Employees  |  |  |  |
| Nam  | ne of Business   | Federal ID (or) Social Security No.  |  |  |  |
| Add  | ress   | Telephone ( )  |  |  |  |
| City   | State  | ZIP  |  |  |  |
|  | ereby certify that the above information is true and correct.<br>Fur in factors affecting my coverage during any of my prese   | I agree to notify the Michigan DNRE of any changes that ent and future operations.                   |  |  |  |
|  | Signature of Owner or Authorized Representative  |  |  |  |  |
| 7  | Title  | Date   |  |  |  |

#### **BID FORM**

CRYSTAL FALLS MANAGEMENT UNIT

CRYSTAL FALLS OFFICE

#### <u>LEGHORN (12-072-12-01)</u> T43N, R32W, SEC. 02; T43N, R32W, SEC. 11, Iron County

In response to the notice of sale to be held 3:00 p.m. (local time) on May 1, 2013, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

| PRODUCTS & SPECIES | ESTIMATED UNITS* | ADVERTISED PRICE | BID PRICE |
|--------------------|------------------|------------------|-----------|
| Sawlogs            |                  |                  |           |
| Basswood           | 29.70 MBF        | \$ 105.00 / MBF  | \$ / MBF  |
| Pulpwood           |                  |                  |           |
| Mixed Aspen        | 987.00 Cords     | \$ 24.10 / Cord  | \$ / Cord |
| Mixed Hardwood     | 871.00 Cords     | \$ 22.00 / Cord  | \$ / Cord |
| Mixed Softwood     | 382.00 Cords     | \$ 21.50 / Cord  | \$ / Cord |

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$2,742.90:

| PRODUCTS & SPECIES | ESTIMATED UNITS* | ADVERTISED PRICE |
|--------------------|------------------|------------------|
| Sawlogs            |                  |                  |
| Mixed Hardwood     | 18.70 MBF        | \$ 83.00 / MBF   |
| Sugar Maple        | 5.20 MBF         | \$ 229.00 / MBF  |

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 12.27 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

|  | FEDERAL ID: or SOCIAL SECURITY NUMBER: |        |      |  |  |  |
|--|--|--------|------|--|--|--|
|  | Company or individual bidding:         |        |      |  |  |  |
|  | Company representative's name:         |        |      |  |  |  |
|  | Address:                               |        |      |  |  |  |
|  | City:                                  | State: | Zip: |  |  |  |
| IF AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX. |  |        |      |  |  |  |
| Individual or company representative's signature: Date:                                  |  |        |      |  |  |  |
| Phone nu   | none number : Email (optional):        |        |      |  |  |  |



Michigan Department of Natural Resources & Environment Forest Management Division

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

As required by Act 317, P.A. 1969 (Worker's Compensation) and Part 525 of Act 451 of 1994, as amended.

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

|                  | VERIFICATION OF WORKER'S DISABI  | LITY COMPENSATION ACT COMPLIANCE  |  |  |  |
|------------------|--|---|--|--|--|
| •                | This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.  |   |  |  |  |
| •                | In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within 21 days of the contract award and prior to the issuance of the timber sale contract.                   |   |  |  |  |
| •                | All Information must be typed or printed except for written signatures.  |   |  |  |  |
| Ple              | ease Check Appropriate Categories:   |   |  |  |  |
| 1.               | My business is organized as (you <b>must</b> check <u>one</u> of the boxes below):  A.   Sole Proprietorship (individual)  B.   Partnership  C.   Corporation  |   |  |  |  |
| 2.               | You <b>must</b> check <u>one</u> of the boxes below:   |   |  |  |  |
|                  | A. \(\subseteq\) I certify that my business is a sole proprietorship and Worker's Compensation Laws.   | it has no employees but the sole proprietor. I am not subject to the  |  |  |  |
|                  | Notice of Exclusion (BWC-337, Rev. 5/96). I will prov  | to the Worker's Compensation Act through the use of an approved vide a copy of the Notice of Exclusion within 21 days of the contract use call the Worker's Compensation Bureau at 517-322-1195). |  |  |  |
|                  | <ul> <li>C.          I certify that my business has a Worker's Compensati days of the contract award.     </li> </ul>  | on Policy. I will provide an original Certificate of Insurance within 21  |  |  |  |
| 3.               | 3. If you have checked item 2(A) or 2(B), you <b>must</b> indicate the number of <b>both</b> full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0"). |   |  |  |  |
|                  | Full-time Employees  | Part-time Employees   |  |  |  |
| Name of Business |  | Federal ID (or) Social Security No.   |  |  |  |
| Add              | ress   | Telephone ( )   |  |  |  |
| City             | State  | ZIP   |  |  |  |
|                  | ereby certify that the above information is true and correcture in factors affecting my coverage during any of my pres   | t. I agree to notify the Michigan DNRE of any changes that sent and future operations.  |  |  |  |
| -                | Signature of Owner or Authorized Representative  |   |  |  |  |
| 1                | Title  |   |  |  |  |