

### DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

### **TIMBER SALE PROSPECTUS #6387**

SCHEDULED SALE DATE AND TIME: 1:00 p.m. (local time) on May 6, 2019. LOCATION: GWINN MGMT UNIT, 410 WEST M 35, GWINN, MI 49841.

PROSPECTUS NOTE: The bidder is advised to inspect the sale area and review the location, estimated volumes, operating costs and contract terms of proposed sales. Please be aware that some landowners may request 60 days or more notice for access across their land.

Notice is hereby given that bids will be received by the Unit Manager, GWINN MANAGEMENT UNIT, for certain timber on the following described lands:

West 438 Mix (32-008-18) / T44N, R26W, SEC. 20, N1/2SW, SESW.

T44N, R26W, SEC. 28, NENW, NWNE, S1/2NE.

Marquette County, Advertised Price \$29,015.75, 41.7 Acres, Aspen, Spruce/Fir/Tamarack.

Aunt Gemima (32-019-18) / T44N, R25W, SEC. 19, S1/2SW, SWSE.

T44N, R25W, SEC. 30, NENW, NWNE.

T44N, R26W, SEC. 21, NESE.

T44N, R26W, SEC. 22, SW.

T44N, R26W, SEC. 27, NW.

Marquette County, Advertised Price \$31,750.75, 121.8 Acres, Hardwood, Aspen.

SALE NOTE: This sale is located within the Marquette county GEMS area. This will include seasonal harvesting restrictions during hunting seasons.

<u>Huskies Aspen</u> (32-022-18) / T44N, R26W, SEC. 6, S1/2NW,NENW,SWNE,N1/2SW,NWSE. Marquette County, Advertised Price \$61,536.55, 105.4 Acres, Aspen, Spruce/Fir/Tamarack.

SALE NOTE: This sale has a hunter walking trail that can be skidded on, however it will need to be graded and bermed when sale is closed. The motorcycle trail can be trucked on because it is an actual road, but it must be signed.

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.

Ross Donut Aspen (32-035-18) / T43N, R26W, SEC. 8, NESW,S1/2SW,SE.

T43N, R26W, SEC. 9, NWSW, S1/2SW.

Marquette County, Advertised Price \$50,533.05, 106.0 Acres, Aspen, Hardwood.

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

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

Bids must be received by the Unit Manager, GWINN OFFICE, 410 WEST M 35, GWINN, MI 49841, no later than 1:00 p.m. (local time) on May 6, 2019. For further information concerning this sale, contact Tom Seablom at 906-346-9201.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

As guarantee of faithful performance, a cash bond, certificate of deposit, surety bond or irrevocable letter of credit (LOC) is required within 21 days of the sale award. The amount of the performance security is shown in the Bond and Payment Schedule of this prospectus. If an LOC or surety is used, the coverage must extend for at least 6 months

beyond the contract expiration.

### 9. Timber Sale Contract (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

West 438 Mix (32-008-18)
T44N, R26W, SEC. 20; T44N, R26W, SEC. 28.
Marquette County (Advertised Price \$29,015.75)

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

PRODUCTS & SPECIES	<b>ESTIMATE</b>	D UNITS*	<u>ADV</u>	ERTISED PRICE
Pulpwood				
Balsam Fir	201.00	Cords	\$	27.30 / Cord
Mixed Hardwood	51.00	Cords	\$	19.30 / Cord
Mixed Spruce	183.00	Cords	\$	27.20 / Cord
Paper Birch	23.00	Cords	\$	19.95 / Cord
Quaking Aspen	466.00	Cords	\$	36.55 / Cord
Tamarack	4.00	Cords	\$	18.85 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 15.69 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

- 1. A bond in the amount of \$1,451.00 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 71.3%

02 28.7%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 08/31/2022.

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Balsam Fir	Pulpwood	147.0	Cords	28.8	\$20,700.70
	Mixed Hardwood		21.0	Cords		
	Red Maple		4.0	Cords		
	Sugar Maple		17.0	Cords		
	Mixed Spruce		55.0	Cords		
	White Spruce		55.0	Cords		
	Paper Birch		12.0	Cords		
	Quaking Aspen		398.0	Cords		
2	Balsam Fir	Pulpwood	54.0	Cords	12.9	\$8,315.05
	Mixed Hardwood		30.0	Cords		
	Red Maple		30.0	Cords		
	Mixed Spruce		128.0	Cords		
	Black Spruce		128.0	Cords		
	Paper Birch		11.0	Cords		
	Quaking Aspen		68.0	Cords		
	Tamarack		4.0	Cords		
		TOTAL:	928.0	Cords		

### Sale Specific Conditions & Requirements

Sale Name: West 438 Mix Sale Number: 32-008-18 Seg#: 1

### 1 - Sale Area

### 1.2 - Boundaries

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

The sale boundary and Payment Unit boundaries are marked and identified by blue 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. The painted boundary line trees are not Included Timber and are to be protected.

### 2 - Timber Specifications

### 2.1 - Included Timber

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

Within Payment Unit(s) 1 and 2, cut all trees that are two (2) inches or more at DBH, except do not cut cedar. In addition, within Payment Unit 2, do not cut black cherry, white pine, and red pine.

### 2.2 - Utilization

### 2.2.4 - Skidding length (2/14)

Skidding of unlimbed tops or lengths over 17 feet is not permissible unless approved by the sale administrator.

### 3 - Payments

### 3.4 - Damaged Timber

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

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

No damage is acceptable to merchantable trees. Within the sale area, if more than 5% of trees (> 4.5" DBH) within a specified area of the sale are damaged, liquidated damages will be assessed for all trees damaged. Rates will be in accordance with General Condition and Requirement 3.4 Damaged Timber.

### 4 - Transportation

### 4.1 - Construction

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

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

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

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

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

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

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

All new roads built into the sale must be blocked to vehicle traffic within 30 days of completion of hauling. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth. Stumps and brush must be placed along the remainder of the trail. These roads must be

rendered impassable to cars and trucks.

### 4.2 - Maintenance

### 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 State-owned lands.

### 4.2.4 - Grading (10/16)

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

### 5 - Operations

### 5.1 - Notification

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

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

### 5.2 - Conduct of Operations

### 5.2.2 - Hazard Trees/Snags

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

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

### 5.2.3 - Operating Restrictions

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

Within Payment Unit(s) 1, operations are not permitted during the period of September 29 through October 2, or November 13 through November 16. This restriction is because Payment Unit 1 is a GEMS area.

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

To promote aspen regeneration, harvesting is limited to December 1 through March 31 within Payment Unit 1. Timber harvesting in any Payment Unit must be completed before significant aspen sprouting occurs in that Payment Unit so as to minimize damage to the new regeneration.

### 5.2.4 - Dead and Down Creation

### 5.2.4.4 - Dead and down creation, grouse (6/18)

To encourage grouse and other wildlife, in Payment Unit(s) 1, leave one, 12" diameter or larger log-length (8 foot minimum) piece on the ground for every 2 acres. These trees will be evenly scattered throughout the unit, preferably at least two chains from any roads, two-tracks, or trails open to vehicles. This can be an unmerchantable piece or a full tree.

### 5.2.22 - Operating Caution

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

It is recommended, but not required, that within Payment Unit(s) 1 and 2, cutting, skidding, and hauling occur during dry summer or frozen winter conditions. The reason for the recommendation is due to the wet soil within the sale area and the adjacent sensitive lowland soils and streams.

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

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

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

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

### 5.4 - Soil Protection

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

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

### 5.4.2 - Skid trails (2/04)

Skid trails up and down slopes should be avoided. If however this is unavoidable, these trails will be left in a non-erodible condition using water bars, logs, and slash. Placing of slash on these skid trails while logging is ongoing may alleviate need for any further action. At the direction of the sale administrator, seed, fertilizer, and mulch may also be required.

### 5.8 - Protection of Endangered Species

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

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

### 6 - Safety and Fire Prevention

### 6.2 - Signing

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

The Purchaser is responsible for posting and maintaining caution signs on County Rd. 438 and Kates Grade prior to beginning operations. The road must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

### 7 - Other Conditions

### 7.3 - Contract Modifications

### 7.3.1 - Emerald Ash Borer

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

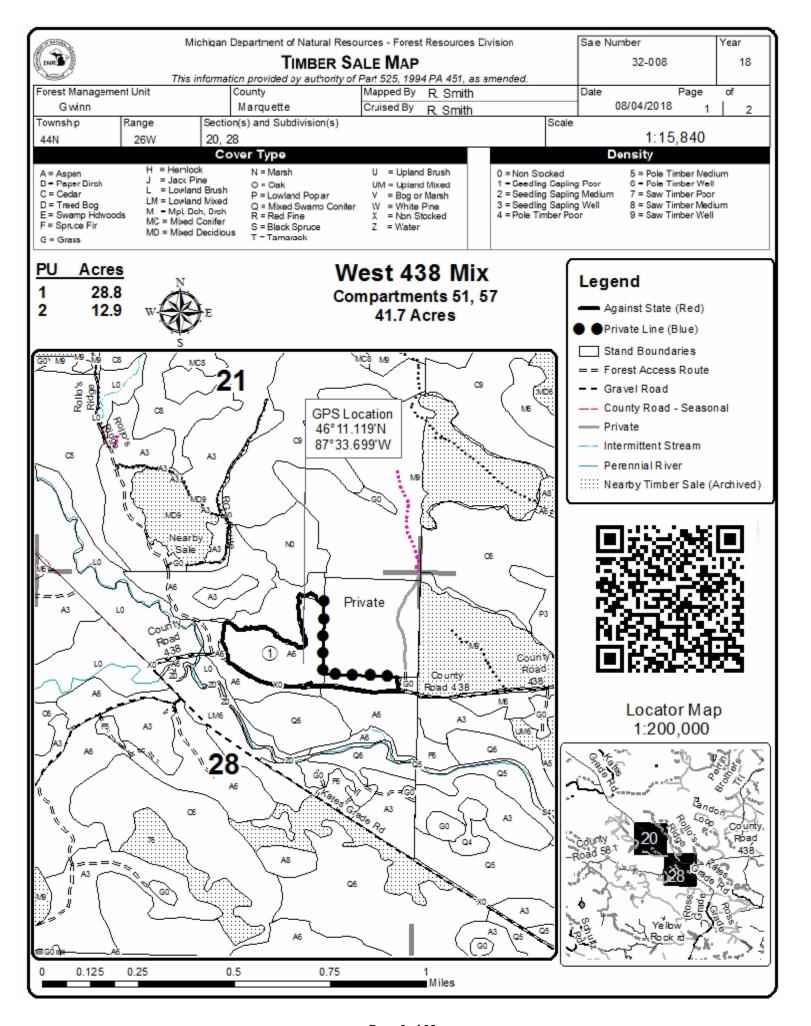
There is ash and/or "firewood" in this sale and it is located within an emerald ash borer quarantined area. The Director of the Michigan Department of Agriculture (MDA) by the authority of Act No. 72 of the Public Acts of 1945, as amended, and Quarantine Regulation No. 620, has promulgated this quarantine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

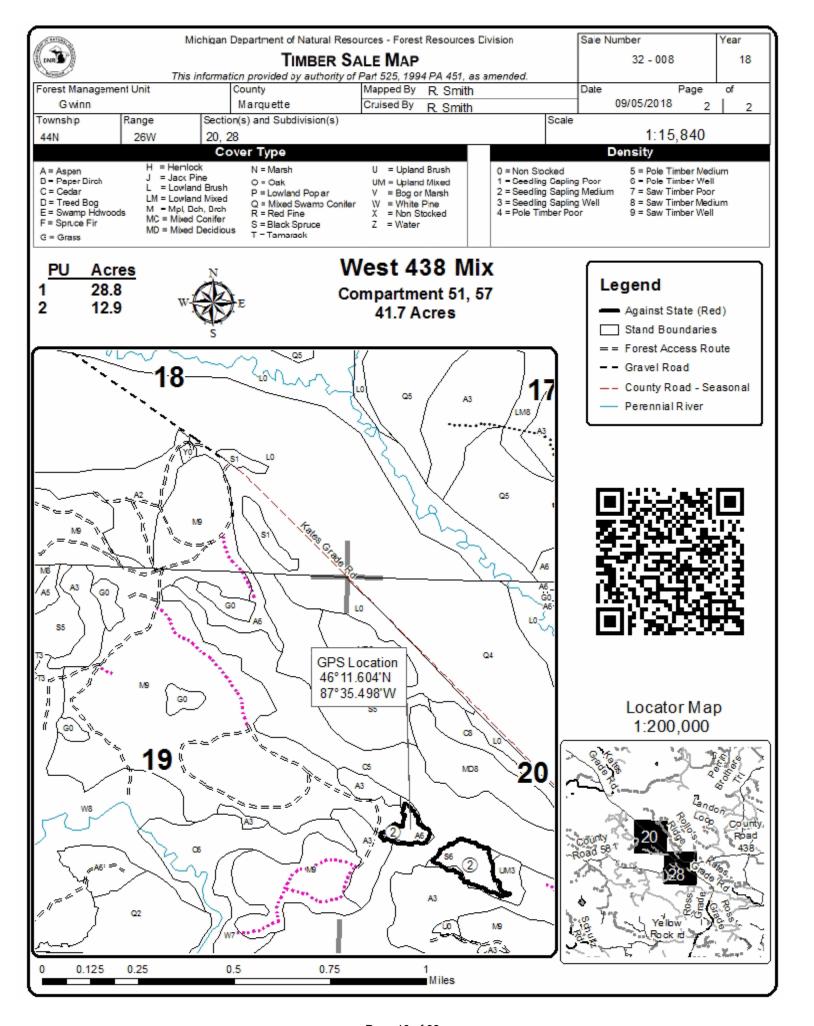
### 7.5 - Loss

### 7.5.1 - Deteriorating timber (7/09)

The sale area has received damage from wind-throw and spruce budworm. The Purchaser should harvest the wood as soon as possible. The Department of Natural Resources is held free of responsibility of any further damage or deterioration due to delay in harvesting.

Section Name: Sale Specific Current as of 4/10/2019 11:29:50AM





### TIMBER SALE INFORMATION

### Aunt Gemima (32-019-18)

T44N, R25W, SEC. 19; T44N, R25W, SEC. 30; T44N, R26W, SEC. 21; T44N, R26W, SEC. 22; T44N, R26W, SEC. 27.

Marquette County (Advertised Price \$31,750.75)

SALE NOTE: This sale is located within the Marquette county GEMS area. This will include seasonal harvesting restrictions during hunting seasons.

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

PRODUCTS & SPECIES	<b>ESTIMATE</b>	ED UNITS*	<u>ADV</u>	ERTISED PRICE
Sawtimber				
Basswood	7.20	MBF	\$	154.00 / MBF
Red Maple	1.70	MBF	\$	58.00 / MBF
Sugar Maple	33.20	MBF	\$	276.00 / MBF
Pulpwood				
Balsam Fir	51.00	Cords	\$	27.30 / Cord
Mixed Aspen	319.00	Cords	\$	36.55 / Cord
Mixed Hardwood	311.00	Cords	\$	19.30 / Cord
Tamarack	82.00	Cords	\$	18.85 / Cord
White Pine	8.00	Cords	\$	36.35 / Cord
White Spruce	18.00	Cords	\$	27.20 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 14.72 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

- 1. A bond in the amount of \$1,588.00 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	16.6%
02	36.1%
03	47.3%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 08/31/2022.

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Basswood	Sawtimber	0.4	MBF	36.9	\$5,255.30
	Red Maple		1.7	MBF		. ,
	Sugar Maple		9.3	MBF		
	Mixed Hardwood	Pulpwood	131.0	Cords		
	Basswood		1.0	Cords		
	Red Maple		3.0	Cords		
	Sugar Maple		127.0	Cords		
2	Basswood	Sawtimber	6.8	MBF	47.2	\$11,449.30
	Sugar Maple		23.9	MBF		
	Balsam Fir	Pulpwood	9.0	Cords		
	Mixed Hardwood		176.0	Cords		
	Basswood		15.0	Cords		
	Ironwood		1.0	Cords		
	Sugar Maple		160.0	Cords		
	White Spruce		6.0	Cords		
3	Balsam Fir	Pulpwood	42.0	Cords	37.7	\$15,046.15
	Mixed Aspen		319.0	Cords		
	Balsam Poplar		24.0	Cords		
	Quaking Aspen		295.0	Cords		
	Mixed Hardwood		4.0	Cords		
	Red Maple		4.0	Cords		
	Tamarack		82.0	Cords		
	White Pine		8.0	Cords		
	White Spruce		12.0	Cords		
		TOTAL:	42.1	MBF		
		TOTAL:	789.0	Cords		

### Sale Specific Conditions & Requirements

Sale Name: Aunt Gemima Sale Number: 32-019-18 Seq#: 1

### 1 - Sale Area

### 1.2 - Boundaries

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

The sale 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. The painted boundary line trees are not Included Timber and are to be protected.

### 2 - Timber Specifications

### 2.1 - Included Timber

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

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

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

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

### 2.2 - Utilization

### 2.2.4 - Skidding length (2/14)

Skidding of unlimbed tops or lengths over 17 feet is not permissible unless approved by the Unit Manager or his/her representative.

### 3 - Payments

### 3.4 - Damaged Timber

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

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

Within the sale area, if more than 25% of the tree seedlings or saplings (1/4" to 4.5" DBH) within a specified portion of the sale area are damaged, liquidated damages will be assessed at \$200 per acre for all acreage within that specified portion of the sale area that was damaged.

No damage is acceptable to merchantable trees. Within the sale area, if more than 5% of trees (> 4.5" DBH) within a specified area of the sale are damaged, liquidated damages will be assessed for all trees damaged. Rates will be in accordance with General Condition and Requirement 3.4 Damaged Timber.

### 4 - Transportation

### 41 - 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 will require the permanent installation of culverts for cross drainage or at natural drainage-ways for BMP's. 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. The DNR may be able to provide the culverts. Contact the sale administrator for more information.

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

The following road work is required: 100 yards of gravel will need to be placed in the Landon Rd. for hauling.

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

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

### 4.2 - Maintenance

### 4.2.2 - 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 State-owned lands.

### 4.2.4 - Grading (10/16)

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

### 4.4 - Access

### 4.4.3 - Access gate (12/08)

The access gate located by Payment Unit 3 must be locked at the completion of each day unless otherwise approved by the Unit Manager or his/her representative.

### 5 - Operations

### 5.1 - Notification

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

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

### 5.2 - Conduct of Operations

### 5.2.2 - Hazard Trees/Snags

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

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

### 5.2.3 - Operating Restrictions

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

Within Payment Unit(s) 1, 2, and 3, unless changed by written agreement, cutting, skidding, and hauling are not permitted during the period of September 15 to December 1. This restriction is due to ruffed grouse hunting season and deer rifle season. The units are located within the Grouse Enhanced Management Site.

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

Within Payment Unit(s) 1 and 2, unless changed by written agreement, cutting and skidding are not permitted during the period of April 15 to July 15. This restriction is because of bark slippage.

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

To promote aspen regeneration, harvesting within Payment Unit 3 is limited to the period of December 1 through March 31. Timber harvesting in any Payment Unit must be completed before significant aspen sprouting occurs in that Payment Unit so as to minimize damage to the new regeneration.

### 5.2.4 - Dead and Down Creation

### 5.2.4.4 - Dead and down creation, grouse (6/18)

To encourage grouse and other wildlife, in Payment Unit(s) 3, leave one (1) large top per every 2 acres. These will be evenly scattered throughout the unit.

### 5.2.31 - Landing locations (9/13)

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

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

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

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

No decking is allowed within 50 feet of County Road 438 without the permission of the County Road Commissioner.

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

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

### 5.2.43 - Opening protection (12/08)

No activities are permitted in openings marked on the Timber Sale Map with the letter "G". Any damage to the openings shall be repaired according to specifications of the Unit Manager or his/her representative.

### 5.4 - Soil Protection

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

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

### 5.4.2 - Skid trails (2/04)

Skid trails up and down slopes should be avoided. If however this is unavoidable, these trails will be left in a non-erodible condition using water bars, logs, and slash. Placing of slash on these skid trails while logging is ongoing may alleviate need for any further action. At the direction of the sale administrator, seed, fertilizer, and mulch may also be required.

### 5.8 - Protection of Endangered Species

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

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

### 6 - Safety and Fire Prevention

### 6.2 - Signing

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

The Purchaser is responsible for posting and maintaining caution signs on County Rd. 438 prior to beginning operations. The road must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

### 7 - Other Conditions

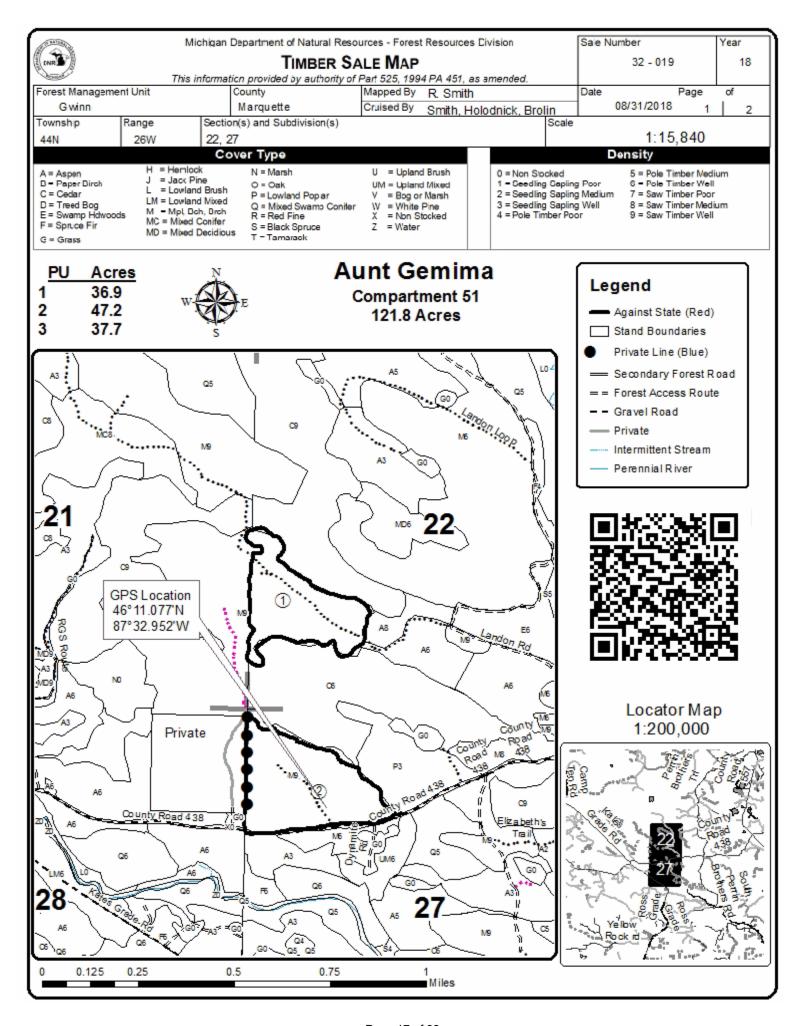
### 7.3 - Contract Modifications

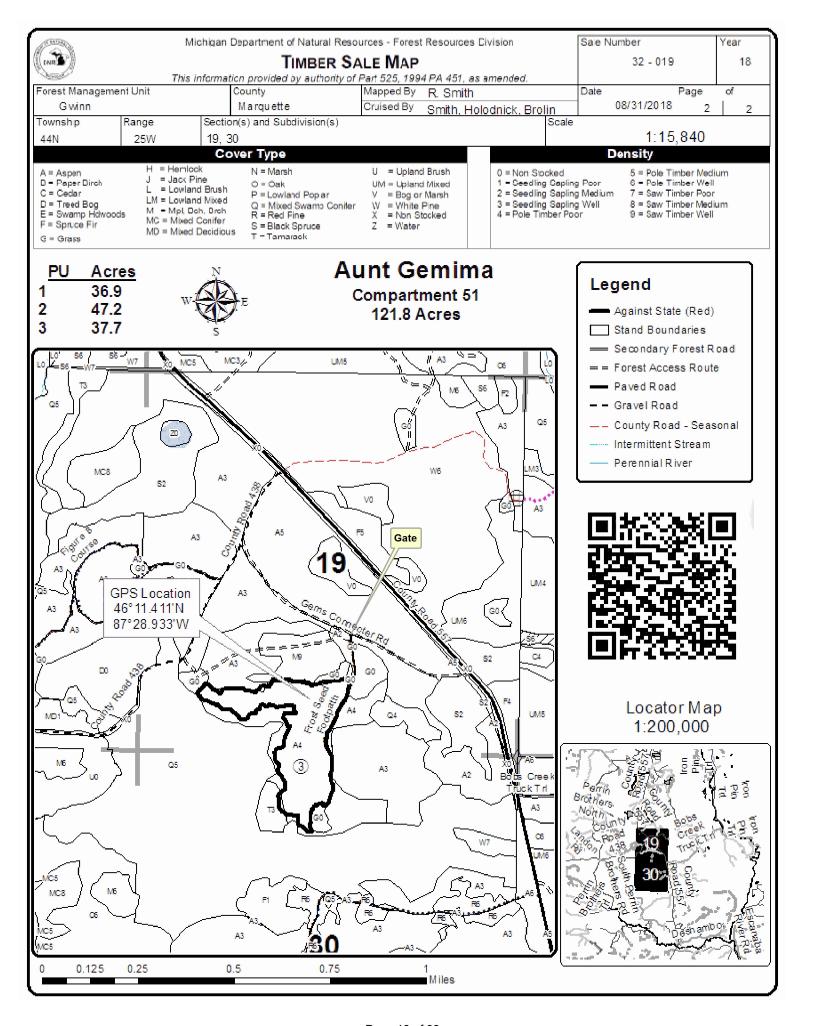
### 7.3.1 - Emerald Ash Borer

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

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

exemptions.	The Purchaser must comply	y with this quarantine.	Contact the MD	A for further information	n.
<b>.</b>			_		44 40 00
Section Name: Sa	le Specific		Curre	ent as of 4/10/2019	11:42:00AM





### TIMBER SALE INFORMATION

### Huskies Aspen (32-022-18)

T44N, R26W, SEC. 6.

Marquette County (Advertised Price \$61,536.55)

SALE NOTE: This sale has a hunter walking trail that can be skidded on, however it will need to be graded and bermed when sale is closed. The motorcycle trail can be trucked on because it is an actual road, but it must be signed.

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

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

PRODUCTS & SPECIES	<b>ESTIMATE</b>	D UNITS*	ADV	ERTISED PRICE
Pulpwood				
Balsam Fir	105.00	Cords	\$	27.30 / Cord
Mixed Hardwood	49.00	Cords	\$	19.30 / Cord
Quaking Aspen	1,525.00	Cords	\$	36.55 / Cord
White Spruce	73.00	Cords	\$	27.20 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 10.21 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 \$3,077.00 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:

aymone for each of the following arms made be	made before eatting begins in that arms
PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
01	23.7%
02	20.8%
03	55.5%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 08/31/2022.

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Balsam Fir	Pulpwood	26.0	Cords	29.6	\$14,576.15
	Mixed Hardwood		9.0	Cords		
	Black Cherry		4.0	Cords		
	Red Maple		5.0	Cords		
	Quaking Aspen		359.0	Cords		
	White Spruce		21.0	Cords		
2	Balsam Fir	Pulpwood	20.0	Cords	26.3	\$12,822.95
	Mixed Hardwood		29.0	Cords		
	Red Maple		29.0	Cords		
	Quaking Aspen		299.0	Cords		
	White Spruce		29.0	Cords		
3	Balsam Fir	Pulpwood	59.0	Cords	49.5	\$34,137.45
	Mixed Hardwood		11.0	Cords		
	Red Maple		11.0	Cords		
	Quaking Aspen		867.0	Cords		
	White Spruce		23.0	Cords		
		TOTAL:	1,752.0	Cords		

### Sale Specific Conditions & Requirements

Sale Name: Huskies Aspen Sale Number: 32-022-18 Seq#: 1

### 1 - Sale Area

### 1.2 - Boundaries

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

The sale boundary and Payment Unit boundaries are marked and identified by red and yellow paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint. The painted boundary line trees are not Included Timber and are to be protected. Yellow painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid.

### 2 - Timber Specifications

### 2.1 - Included Timber

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

Within Payment Unit(s) 1-3, cut all trees that are two (2) inches or more at DBH, except do not cut white pine, red pine, hemlock, elm, birch, cedar, and oak.

### 3 - Payments

### 3.3 - Pre-measured Sales

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

Payment Unit(s) 3 may be divided at the request of the Purchaser and upon approval of the Unit Manager. Dividing Payment Units is a contract modification which requires a Timber Sale Contract Supplement.

### 3.4 - Damaged Timber

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

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

### 4 - Transportation

### 4.1 - Construction

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

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

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

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

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

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

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

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

### 4.2 - Maintenance

### 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.

### 4.2.3 - Road maintenance (8/13)

The following road maintenance may be needed: Within 30 days of completion of hauling, or if no hauling occurs for 30 days, the road must be maintained and graded. This includes cleaning of drainage areas, grading, crowning and filling with gravel, if necessary. Damages will be assessed if grading/repair does not occur.

### 4.2.4 - Grading (10/16)

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

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

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

### 5 - Operations

### 5.1 - Notification

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

A pre-sale conference 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 3 business days in advance to schedule the conference.

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

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

### 5.2 - Conduct of Operations

### 5 2 1 - Slash

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

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

### 5.2.2 - Hazard Trees/Snags

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

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

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

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

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

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

### 5.4 - Soil Protection

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

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

### 5.8 - Protection of Endangered Species

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

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

### 6 - Safety and Fire Prevention

### 6.2 - Signing

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

The Purchaser is responsible for posting and maintaining caution signs on Section 32 Road prior to beginning operations. The road must be posted at appropriate distances from the sale area, with consultation of timber sale administrator, to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

### 6.2.3 - Recreational trail posting (2/10)

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

### 7 - Other Conditions

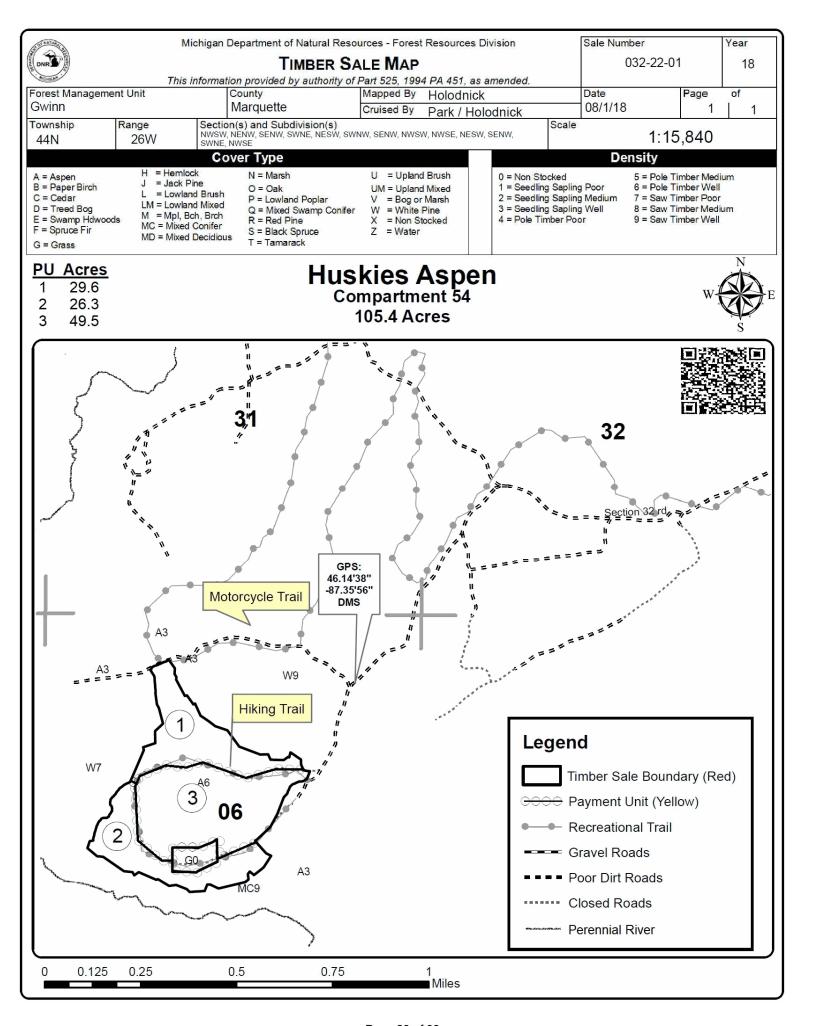
### 7.3 - Contract Modifications

### 7.3.1 - Emerald Ash Borer

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

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

Section Name: Sale Specific Current as of 4/15/2019 8:55:08AM



Page 24	of 38
---------	-------

### TIMBER SALE INFORMATION

Ross Donut Aspen (32-035-18)
T43N, R26W, SEC. 8; T43N, R26W, SEC. 9.
Marquette County (Advertised Price \$50,533.05)

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

PRODUCTS & SPECIES	<b>ESTIMATE</b>	D UNITS*	<u>ADV</u>	ERTISED PRICE
Sawtimber				
Basswood	0.10	MBF	\$	154.00 / MBF
Red Maple	0.40	MBF	\$	58.00 / MBF
Sugar Maple	24.70	MBF	\$	276.00 / MBF
Pulpwood				
Balsam Fir	135.00	Cords	\$	27.30 / Cord
Basswood	20.00	Cords	\$	12.40 / Cord
Mixed Aspen	935.00	Cords	\$	36.55 / Cord
Mixed Hardwood	212.00	Cords	\$	19.30 / Cord
Paper Birch	20.00	Cords	\$	19.95 / Cord
Red Pine	7.00	Cords	\$	53.10 / Cord
White Spruce	26.00	Cords	\$	27.20 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 19.25 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

- 1. A bond in the amount of \$2,527.00 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	25.4%
02	57.7%
03	16.9%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 08/31/2022.

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Balsam Fir	Pulpwood	92.0	Cords	20.6	\$12,810.60
	Basswood		19.0	Cords		
	Mixed Aspen		229.0	Cords		
	Balsam Poplar		73.0	Cords		
	Quaking Aspen		156.0	Cords		
	Mixed Hardwood		48.0	Cords		
	Sugar Maple		48.0	Cords		
	Paper Birch		13.0	Cords		
	Red Pine		7.0	Cords		
	White Spruce		5.0	Cords		
2	Balsam Fir	Pulpwood	43.0	Cords	69.2	\$29,175.15
	Mixed Aspen		706.0	Cords		
	Quaking Aspen		706.0	Cords		
	Mixed Hardwood		77.0	Cords		
	Red Maple		61.0	Cords		
	Sugar Maple		16.0	Cords		
	Paper Birch		7.0	Cords		
	White Spruce		21.0	Cords		
3	Basswood	Sawtimber	0.1	MBF	16.2	\$8,547.30
	Red Maple		0.4	MBF		
	Sugar Maple		24.7	MBF		
	Basswood	Pulpwood	1.0	Cords		
	Mixed Hardwood		87.0	Cords		
	Red Maple		1.0	Cords		
	Sugar Maple		86.0	Cords		
		TOTAL:	25.2	MBF		
		TOTAL:	1,355.0	Cords		

### Sale Specific Conditions & Requirements

Sale Name: Ross Donut Aspen Sale Number: 32-035-18 Seq#: 1

### 1 - Sale Area

### 1.2 - Boundaries

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

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

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

Within Payment Unit(s) 1 and 2, cut all trees which meet minimum piece specifications in 2.2 Utilization, except do not cut hemlock, cedar, black cherry, and any trees marked in with green paint.

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

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

### 3 - Payments

### 3.4 - Damaged Timber

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

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

No damage is acceptable to merchantable trees. Within the sale area, if more than 5% of trees (> 4.5" DBH) within a specified area of the sale are damaged, liquidated damages will be assessed for all trees damaged. Rates will be in accordance with General Condition and Requirement 3.4 Damaged Timber.

### 4 - Transportation

### 4.1 - Construction

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

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

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

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

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

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

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

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

logs covered with earth. All stumps from road building and landing construction must be reserved to block any newly constructed roads upon completion of the sale. 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: Fill must be placed over the top of the culvert along camp Kes Ka Boo Road so that the culvert does not get crushed. The location of the culvert is shown on the Timber Sale Map.

The following road work may be required: Approximately 200-300 yards of pit run material placed on the Ross Grade prior to hauling. Contact the sale administrator regarding the availability of onsite material from adjacent State-owned lands.

### 4.2 - Maintenance

### 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 State-owned lands.

### 4.2.3 - Road maintenance (8/13)

The following road maintenance is required: Within 30 days of completion of hauling, or if no hauling occurs for 30 days, the road must be maintained and graded. This includes cleaning of drainage areas, grading, crowning and filling with gravel, if necessary. Damages will be assessed if grading/repair does not occur.

### 4.2.4 - Grading (10/16)

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

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

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

### 5 - Operations

### 5.1 - Notification

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

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

### 5.2 - Conduct of Operations

### 5.2.1 - Slash

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

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

### 5.2.2 - Hazard Trees/Snags

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

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

### 5.2.3 - Operating Restrictions

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

Within Payment Unit(s) 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.

### 5.2.31 - Landing locations (9/13)

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

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

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

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

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

### 5.4 - Soil Protection

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

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

### 5.8 - Protection of Endangered Species

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

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

### 6 - Safety and Fire Prevention

### 6.2 - Signing

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

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

### 7 - Other Conditions

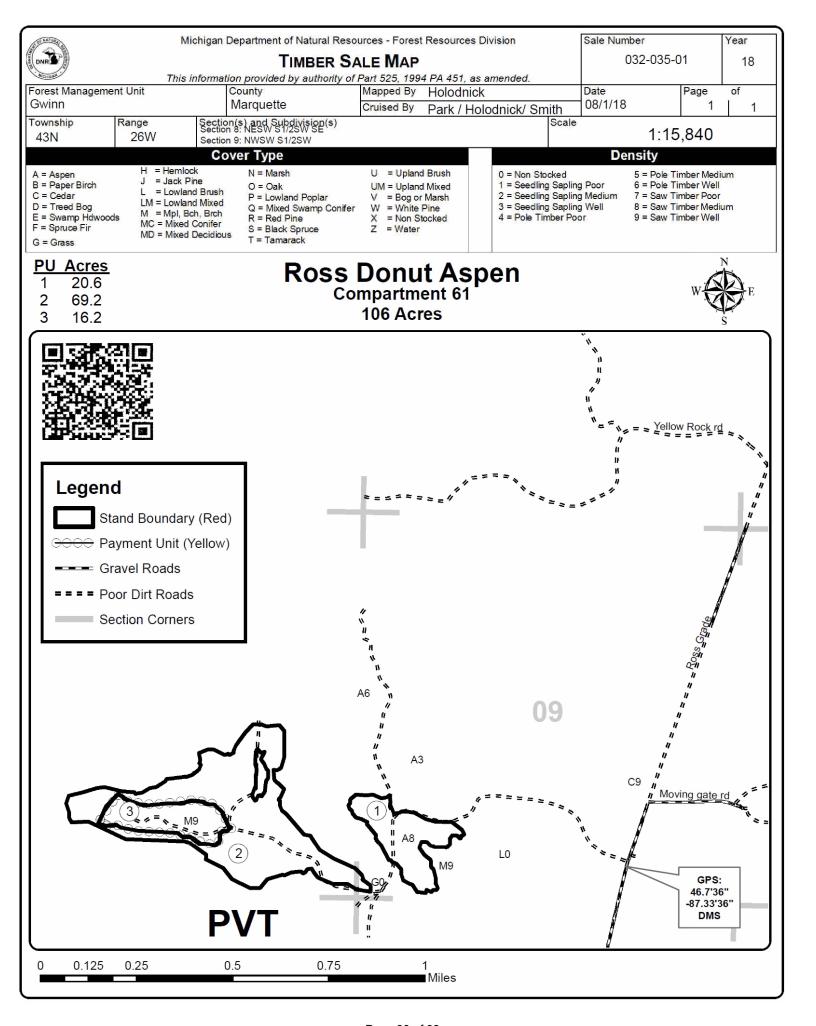
### 7.3 - Contract Modifications

### 7.3.1 - Emerald Ash Borer

### 7.3.1.1 - Emerald ash borer, no ash or firewood on sale (2/05)

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

Section Name: Sale Specific Current as of 4/8/2019 11:25:49AM



### BID FORM

GWINN MANAGEMENT UNIT

GWINN OFFICE

### Huskies Aspen (32-022-18) T44N, R26W, SEC. 6; Marguette COUNTY

In response to the notice of sale to be held 1:00 p.m. (local time) on May 6, 2019, 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.

ODUCTS & SPECIES ESTIMATED VOLUME* ADVERTISED		VERTISED PRICE	BID PRICE/UNIT		
Pulpwood					
Balsam Fir	105.00	Cords	\$	27.30/Cord	\$
Mixed Hardwood	49.00	Cords	\$	19.30/Cord	\$
Quaking Aspen	1,525.00	Cords	\$	36.55/Cord	\$
White Spruce	73.00	Cords	\$	27.20/Cord	\$

\*The volumes are statistically estimated within plus (+) or minus (-) 10.21 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

	FEDERAL ID:	or SOCIAL SECU	RITY NUMBER:	
	Company or individual bidding:			
	Company representative's name:			
	Address:			
	City:	State:	Zip:	
IF AVAIL	ABLE, PLEASE PLACE THE PERSON	NALIZED LABEL FROM	YOUR PROSPECTUS IN T	HE ABOVE BOX.
Individual	or company representative's signatur	e:		Date:
Phone nu	mber :	Email (c	ptional):	

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



### Michigan Department of Natural Resources Forest Resources Division

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

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

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

A. 

Sole Proprietorship (individual)

# VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract. In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract. All Information must be typed or printed except for written signatures. Please Check Appropriate Categories:

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

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

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

### BID FORM

### GWINN MANAGEMENT UNIT GWINN OFFICE

### West 438 Mix (32-008-18)

T44N, R26W, SEC. 20; T44N, R26W, SEC. 28; Marguette COUNTY

In response to the notice of sale to be held 1:00 p.m. (local time) on May 6, 2019, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	<u>ESTIMATED</u>	VOLUME*	<u>AD\</u>	<u> 'ERTISED PRICE</u>	BID PRICE/UNIT	_
Pulpwood						
Balsam Fir	201.00	Cords	\$	27.30/Cord	\$	
Mixed Hardwood	51.00	Cords	\$	19.30/Cord	\$	
Mixed Spruce	183.00	Cords	\$	27.20/Cord	\$	
Paper Birch	23.00	Cords	\$	19.95/Cord	\$	
Quaking Aspen	466.00	Cords	\$	36.55/Cord	\$	
Tamarack	4.00	Cords	\$	18.85/Cord	\$	

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

	FEDERAL ID:	or SOCIAL SEC	:URITY NUMBER:	
	Company or individual bidding:			
	Company representative's name:			
	Address:			
	City:	State:	Zip:	
IF AVAIL	ABLE, PLEASE PLACE THE PERSO	NALIZED LABEL FRO	M YOUR PROSPECTUS IN	THE ABOVE BOX.
Individual	or company representative's signatu	ıre:		Date:
Phone nu	ımber :	Email	(optional):	

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

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 15.69 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.



### Michigan Department of Natural Resources Forest Resources Division

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

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

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

Signature of Owner or Authorized Representative

Title

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

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

Date

EEDEDAI ID:

### BID FORM

GWINN MANAGEMENT UNIT

GWINN OFFICE

### Aunt Gemima (32-019-18)

T44N, R25W, SEC. 19; T44N, R25W, SEC. 30; T44N, R26W, SEC. 21; T44N,

In response to the notice of sale to be held 1:00 p.m. (local time) on May 6, 2019, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	<u>ESTIMATED</u>	VOLUME*	<u>AD</u>	VERTISED PRICE	BID PRICE/UNIT
Sawtimber					
Basswood	7.20	MBF	\$	154.00/MBF	\$
Red Maple	1.70	MBF	\$	58.00/MBF	\$
Sugar Maple	33.20	MBF	\$	276.00/MBF	\$
Pulpwood					
Balsam Fir	51.00	Cords	\$	27.30/Cord	\$
Mixed Aspen	319.00	Cords	\$	36.55/Cord	\$
Mixed Hardwood	311.00	Cords	\$	19.30/Cord	\$
Tamarack	82.00	Cords	\$	18.85/Cord	\$
White Pine	8.00	Cords	\$	36.35/Cord	\$
White Spruce	18.00	Cords	\$	27.20/Cord	\$
I					

\*The volumes are statistically estimated within plus (+) or minus (-) 14.72 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

	LDLIVAL ID	01 3001AL 3L00	TITLE NOWIDER		
	Company or individual bidding:				
	Company representative's name:				
	Address:				
	City:	State:	Zip:		
IF AVAIL	ABLE, PLEASE PLACE THE PERSO	NALIZED LABEL FROM	I YOUR PROSPECTUS IN	THE ABOVE BOX.	
Individual	or company representative's signatu	re:		Date:	_
Phone nu	mber :	Email (	optional):		

OF SOCIAL SECUDITY NUMBER.

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



C. 

Corporation

Title

### Michigan Department of Natural Resources Forest Resources Division

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

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

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

# VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract. In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract. All Information must be typed or printed except for written signatures. Please Check Appropriate Categories: My business is organized as (you must check one of the boxes below): A. □ Sole Proprietorship (individual) B. □ Partnership

You must check one of the boxes below:
 I certify my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.

B. 
I certify my business has satisfied its o bligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).

C. 

I certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty-one (21) days of the contract award.

3. If you have checked item 2(A) or 2(B), you **must** indicate the number of **both** full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0").

Full-time En	npioyees	Part-time Employees		
Name of Business		Federal ID (or) Social Security No.		
Address T (		Telephone ( )		
City	State	ZIP		

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

Signature of Owner or Authorized Representative	

Date

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

### BID FORM

GWINN MANAGEMENT UNIT

GWINN OFFICE

### Ross Donut Aspen (32-035-18)

T43N, R26W, SEC. 8; T43N, R26W, SEC. 9; Marguette COUNTY

In response to the notice of sale to be held 1:00 p.m. (local time) on May 6, 2019, 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 VOLU	<u>IME*</u> <u>A</u>	DVERTISED PRICE	<b>BID PRICE/UNIT</b>
Sawtimber				
Basswood	0.10 MBF	\$	154.00/MBF	\$
Red Maple	0.40 MBF	\$	58.00/MBF	\$
Sugar Maple	24.70 MBF	\$	276.00/MBF	\$
Pulpwood				
Balsam Fir	135.00 Cord	s \$	27.30/Cord	\$
Basswood	20.00 Cord	s \$	12.40/Cord	\$
Mixed Aspen	935.00 Cord	s \$	36.55/Cord	\$
Mixed Hardwood	212.00 Cord	s \$	19.30/Cord	\$
Paper Birch	20.00 Cord	s \$	19.95/Cord	\$
Red Pine	7.00 Cord	s \$	53.10/Cord	\$
White Spruce	26.00 Cord	s \$	27.20/Cord	\$

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 19.25 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

	FEDERAL ID:	or SOCIAL SECU	JRITY NUMBER:	
	Company or individual bidding:			
	Company representative's name:			
	Address:			
	City:	State:	Zip:	
IF AVAIL	ABLE, PLEASE PLACE THE PERSO	NALIZED LABEL FROM	YOUR PROSPECTUS IN T	HE ABOVE BOX.
Individual	or company representative's signatur	re:		Date:
Phone nu	ımher ·	Fmail (d	ontional):	

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



### Michigan Department of Natural Resources Forest Resources Division

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

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

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

VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

•	This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.
•	In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within
	triantic and (OA) days of the contract around and prior to the increase of the timber calls contract

twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract. All Information must be typed or printed except for written signatures. Please Check Appropriate Categories: 1. My business is organized as (you **must** check <u>one</u> of the boxes below): A. 

Sole Proprietorship (individual) B. 

Partnership C. 

Corporation You must check one of the boxes below: A.  $\square$  I certify my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws. B. \( \Backslash \) I certify my business has satisfied its o bligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195). C. I certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twentyone (21) days of the contract award. 3. If you have checked item 2(A) or 2(B), you **must** indicate the number of **both** full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0"). Full-time Employees Part-time Employees Name of Business Federal ID (or) Social Security No. Address Telephone City State I hereby certify that the above information is true and correct. I agree to notify the Michigan DNR of any changes that occur in factors affecting my coverage during any of my present and future operations. Signature of Owner or Authorized Representative Title Date

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

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