

DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

TIMBER SALE PROSPECTUS #5780

SCHEDULED SALE DATE AND TIME: 3:00 p.m. (local time) on April 18, 2017. LOCATION: INDIAN RIVER FIELD OFFICE, 6984 WILSON RD, INDIAN RIVER, MI 49749.

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

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

Good Hart Mix (52-101-16)

Emmet County, Advertised Price \$47,002.30, 69.6 Acres, Hardwood, Sugar Maple.

SALE NOTE: The white ash and beech components in this sale are rapidly deteriorating due to emerald ash borer and beech bark disease, with some trees already dead.

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.

Hawthorn Aspen (52-107-16)

Emmet County, Advertised Price \$8,732.60, 83.4 Acres, Aspen, Hardwood.

Crypto Hardwood (52-108-16)

Emmet County, Advertised Price \$153,164.60, 217.5 Acres, Hardwood, Sugar Maple.

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.

Stymie Selection (52-129-16)

Emmet County, Advertised Price \$4,615.20, 15.8 Acres, Hardwood, Sugar Maple.

SALE NOTE: Non-winter harvest only. Some access road repair will be needed. Barkslip restriction present also. White ash and beech deteriorating.

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

BID INSTRUCTIONS (VER. 09/02/2016):

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

Bids must be received by the Unit Manager, INDIAN RIVER OFFICE, 6984 WILSON RD, INDIAN RIVER, MI 49749, no later than 3:00 p.m. (local time) on April 18, 2017. For further information concerning this sale, contact Joyce Angel at 989-732-3541 extension 5440.

2. Bidder's Qualifications (5/16)

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

3. Preparation of Sealed Bids (5/16)

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

4. Submission of Sealed Bids (5/16)

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

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

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

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

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

6. Award of Contract (1/11)

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

7. Down Payment (1/11)

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

8. Performance Security (1/11)

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

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

9. Timber Sale Contract (9/14)

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

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

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

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

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

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

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

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

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

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

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

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

- c. That the Bidder and its principals are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph b of this certification.
- d. That the Bidder and its principals have not within a 3-year period preceding this bid had one or more public transactions (Federal, State, or local) terminated for breach or default of a timber or forest product contract.

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

KEITH CREAGH Director

TIMBER SALE INFORMATION

Good Hart Mix (52-101-16)

Emmet County (Advertised Price \$47,002.30)

SALE NOTE: The white ash and beech components in this sale are rapidly deteriorating due to emerald ash borer and beech bark disease, with some trees already dead.

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	ESTIMATE	ED UNITS*	<u>ADV</u>	ERTISED PRICE
Sawtimber				
B. T. Aspen	27.30	MBF	\$	41.00 / MBF
Basswood	3.90	MBF	\$	51.00 / MBF
Beech	12.50	MBF	\$	51.00 / MBF
Paper Birch	17.80	MBF	\$	51.00 / MBF
Sugar Maple	93.60	MBF	\$	199.00 / MBF
White Ash	210.80	MBF	\$	47.00 / MBF
Pulpwood				
B. T. Aspen	389.00	Cords	\$	11.45 / Cord
Basswood	48.00	Cords	\$	6.55 / Cord
Beech	173.00	Cords	\$	10.55 / Cord
Paper Birch	168.00	Cords	\$	13.95 / Cord
Sugar Maple	382.00	Cords	\$	10.55 / Cord
White Ash	250.00	Cords	\$	10.55 / Cord

^{*} The total volume is statistically estimated within plus (+) or minus (-) 10.68 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 \$2,350.00 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.
- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 03/31/2020.

Description of Timber by Payment Unit (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	B. T. Aspen	Sawtimber	12.4	MBF	31.6	\$21,351.65
	Basswood		1.8	MBF		
	Beech		5.7	MBF		
	Paper Birch		8.1	MBF		
	Sugar Maple		42.5	MBF		
	White Ash		95.7	MBF		
	B. T. Aspen	Pulpwood	177.0	Cords		
	Basswood		22.0	Cords		
	Beech		79.0	Cords		
	Paper Birch		76.0	Cords		
	Sugar Maple		173.0	Cords		
	White Ash		114.0	Cords		
2	B. T. Aspen	Sawtimber	14.9	MBF	38.0	\$25,650.65
	Basswood		2.1	MBF		
	Beech		6.8	MBF		
	Paper Birch		9.7	MBF		
	Sugar Maple		51.1	MBF		
	White Ash		115.1	MBF		
	B. T. Aspen	Pulpwood	212.0	Cords		
	Basswood		26.0	Cords		
	Beech		94.0	Cords		
	Paper Birch		92.0	Cords		
	Sugar Maple		209.0	Cords		
	White Ash		136.0	Cords		
		TOTAL:	365.9	MBF		
		TOTAL:	1,410.0	Cords		

Sale Specific Conditions & Requirements

Sale Name: Good Hart Mix Sale Number: 52-101-16 Seq#: 1

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (1/14)

The sale boundaries and payment unit boundaries are marked and identified by red, blue, and yellow paint. Exterior sale boundary lines adjacent to state-owned land are marked with red paint. Exterior sale boundary lines adjacent to privately-owned land are marked with blue paint. Interior payment unit lines are marked with yellow paint. Do not cut yellow-marked unit line trees until both adjacent units have been paid for.

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 red oak, green painted paper birch, and incidental hemlock, white pine, and juneberry. Also, two no-cut retention areas bounded by red paint are found within the sale area and shown on the map. These areas are NOT INCLUDED TIMBER. In addition to not harvesting these areas, harvesting equipment is not allowed to travel through these areas.

2.2 - Utilization

2.2.8 - Utilization and removal (5/14)

All products meeting standards set forth in General Condition and Requirement 2.2 - Utilization must be removed from the sale area. Retain on site 1/6 to 1/3 of the slash from harvested trees (tree tops and limbs less than four inches in diameter). This is because of biomass retention guidelines.

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (7/14)

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

4 - Transportation

4.1 - Construction

4.1.3 - Slash and earthen piles (8/04)

Piles or windrows of earth along roads and landings that have been widened or constructed shall be leveled. Slash from road maintenance or construction, including stumps, shall be dispersed throughout the sale, chipped, utilized or otherwise removed from 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. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth.

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

Johnston Rd. will need to be maintained in a condition suitable for two-wheel drive vehicles from Robinson Rd. north to just

beyond the driveway of the private residence. The remaining portion of the road north of the driveway to the boundary of the timber sale has multiple large mudholes that will need to be filled with gravel to prevent further damage to the road. The purchaser of the timber sale will be responsible for the road improvement costs.

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 discuss contract specifications and to determine landing and road locations.

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 or blue paint line.

5.2.1.2 - Slash Removal

5.2.1.2.6 - Slash removal, general (7/05)

All slash must be removed from designated landing areas and scattered uniformily throughout the sale area or chipped and removed from the sale area. 1/6 to 1/3 of the resulting slash is to remain on the ground throughout the sale area to satisfy Woody Biomass requirements.

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 and 2, cutting, skidding, and hauling are not permitted during the period of December 1 to April 1. This restriction is because of the designated snowmobile trail that exists on Johnston Rd. This trail must be graded and in a condition that is suitable for trail grooming by December 1.

5.2.3.9 - Beech hauling restriction (3/11)

American beech wood products with bark still attached, other than chips, are not to be transported from stands infested with beech scale to or through uninfested beech areas from July 15 to November 15. Beech scale is mobile at this time of year and can move from infested wood to live beech. (See Map of current beech scale distribution on the DNR Forest Health Website, www.michigan.gov/dnr.)

5.2.39 - ORV trail/route protection (12/12)

The ORV route and is shown on the Timber Sale Map. Do not cut trees or damage posts with orange ORV markers. All stumps within 5 feet of the trail must be cut flush with the ground. Maintain a 20 foot wide slash, debris, and rut free zone daily using the ORV trail or route as the centerline.

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. The trail 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. The snowmobile trail may not be used for any timber sale operations from December 1 to March 31. Maintain a 20 foot wide slash, debris, and rut free zone daily using the snowmobile trail as the centerline. All stumps within 5 feet of the snowmobile trail must be cut at ground level.

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.

5.4.6 - Wet area protection (5/10)

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

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 Johnston Rd., which also is a designated snowmobile trail, 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

7.5 - Loss

7.5.1 - Deteriorating timber (7/09)

The sale area has received damage from beech bark disease and emerald ash borer. 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 10/7/2016 12:51:03PM

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Sale Number

Year

Timber Sale Map

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

52-101-16-01

2016

GAYLORD - NORTH T37N ROGW

Forest Management Unit

County EMME

Mapped By Cruised By

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B = Paper Birch C = Cedar D = Treed Bog

E = Swamp Hardwoods

K = Rock L = Lowland Brush

P = Lowland Poplar Q = Mixed Swamp Conifer LM = Lowland Mix Forest R = Red Pine M = Maple, Beech, Birch S = Black Spruce

T = Tamarack

Section(s) and Subdivision(s) 51/2 SE :

> UM = Upland Mix Forest V = Bog or Marsh W = White Pine X = Non Stocked

0 = Non Stocked 1 = Seedling Sapling Poor

5 = Pole Timber Medium 6 = Pole Timber Well 7 = Saw Timber Poor 8 = Saw Timber Medium

PR4030-1c (Rev. 05/31/2012)

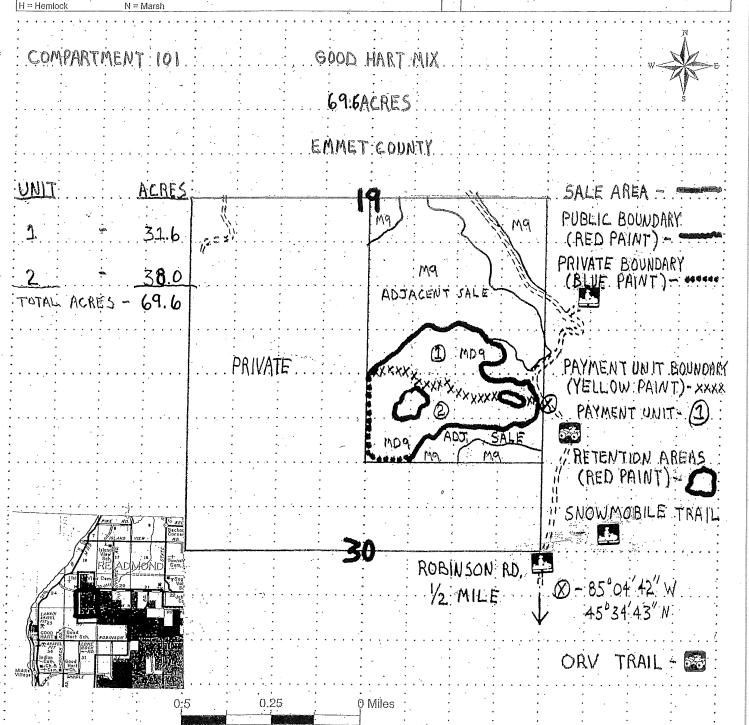
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F = Spruce/Fir MC = Mixed Conifer G = Grass

MD = Mixed Deciduous N = Marsh

Y = Sand Z = Water 2 = Seedling Sapling Medium 3 = Seedling Sapling Well 4 = Pole Timber Poor

9 = Saw Timber Well



TIMBER SALE INFORMATION

Hawthorn Aspen (52-107-16)

Emmet County (Advertised Price \$8,732.60)

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*	ADVERTISED PRICE		
Pulpwood				
Mixed Hardwood	195.00 Cords	\$	10.55 / Cord	
Quaking Aspen	583.00 Cords	\$	11.45 / Cord	

^{*} The total volume is statistically estimated within plus (+) or minus (-) 22.23 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 \$437.00 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.
- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 03/31/2020.

Description of Timber by Payment Unit (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Mixed Hardwood	Pulpwood	90.0	Cords	38.5	\$4,029.55
	American Elm		2.0	Cords		
	Basswood		2.0	Cords		
	Paper Birch		4.0	Cords		
	Red Maple		51.0	Cords		
	Sugar Maple		30.0	Cords		
	Yellow Birch		1.0	Cords		
	Quaking Aspen		269.0	Cords		
2	Mixed Hardwood	Pulpwood	105.0	Cords	44.9	\$4,703.05
	American Elm		2.0	Cords		
	Basswood		3.0	Cords		
	Paper Birch		4.0	Cords		
	Red Maple		59.0	Cords		
	Sugar Maple		36.0	Cords		
	Yellow Birch		1.0	Cords		
	Quaking Aspen		314.0	Cords		
		TOTAL:	778.0	Cords	-	

Sale Specific Conditions & Requirements

Sale Name: Hawthorn Aspen Sale Number: 52-107-16 Seq#: 1

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (1/14)

The sale boundary and payment unit boundary are marked and identified by red and yellow paint. Exterior sale boundary lines adjacent to state-owned land are marked with red paint. The interior payment unit boundary line is marked with yellow paint.

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 black cherry and incidental hemlock, white pine, red oak, and balsam fir.

2.2 - Utilization

2.2.8 - Utilization and removal (5/14)

All products meeting standards set forth in General Condition and Requirement 2.2 - Utilization must be removed from the sale area. Retain on site 1/6 to 1/3 of the slash from harvested trees (tree tops and limbs less than four inches in diameter). This is because of biomass retention guidelines.

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (7/14)

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

4 - Transportation

4.1 - Construction

4.1.3 - Slash and earthen piles (8/04)

Piles or windrows of earth along roads and landings that have been widened or constructed shall be leveled. Slash from road maintenance or construction, including stumps, shall be dispersed throughout the sale, chipped, utilized or otherwise removed from 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. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth.

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 discuss

contract specifications and to determine landing and road locations.

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.

5.2.2 - 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.

5.2.29 - Shrub protection (9/07)

Do not cut or damage hawthorn, witch-hazel, dogwood or juneberry. These woody-shrub plants are highly beneficial to various wildlife species. The number of skid roads shall be minimized to help reduce damage to these shrubs. The DNR timber sale administrator will give direction to the equipment operators as to the location of the skid roads and placement of landings.

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. Slash, 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. Stumps will be removed from the landing area and dispersed back into the sale area. Piles of topsoil will need to be spread out evenly.

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 (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 Robinson Rd. prior to beginning operations. The road must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

Section Name: Sale Specific Current as of 10/7/2016 1:03:17PM

OF NATURAL
DNR
100000011.50

Michigan Department of Natural Resources - Forest Resources Division

Sale Number

Year

TIMBER SALE MAP

1. 768.

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

52-107-16

2016

Forest Management Unit GAYLORD - NORTH County

Mapped By STACK Cruised By

06/10/2016

Page

Township

RO5W

E' NW. SWNE, NESW, NY2SE, SWSE Cover Type

Density

A = Aspen

B = Paper Birch C = Cedar D = Treed Bog E = Swamp Hardwoods F = Spruce/Fir

J = Jack Pine K = Rock L = Lowland Brush LM = Lowland Mix Forest R = Red Pine

O = OakP = Lowland Poplar Q = Mixed Swamp Conifer M = Maple, Beech, Birch S = Black Spruce

T = Tamarack

UM =Upland Mix Forest V = Bog or Marsh W = White Pine X = Non Stocked

0 = Non Stocked 1 = Seedling Sapling Poor 2 = Seedling Sapling Medium 3 = Seedling Sapling Well

4 = Pole Timber Poor

5 = Pole Timber Medium 6 = Pole Timber Well 7 = Saw Timber Poor 8 = Saw Timber Medium 9 = Saw Timber Well

PR4030-1c (Rev. 05/31/2012)

G = Grass H = Hemlock

MC = Mixed Conifer
MD = Mixed Deciduous

Ý ≃ Sand Z = Water

COMPARTMENT 110 HAWTHORN ASPEN EMMET : COUNTY 83.4 ACRES UNIT ACRES PUBLIC BOUNDARY RED PAINT) -36,5 1 PAYMENT UNIT - PU1 44.9: " P.U. BOUNDARY XXXXXX M5 R6 83.4. SNOWMOBILE TRAIL -PU1 31,** ORY ROUTE -Α4 NORTH COUNTRY _ POOR DIRT ROAD -= M9 A3 RG X - 84°57′35,01″W 45°33′27.62″N PRIVATE PALMER 0 Miles 0.25

TIMBER SALE INFORMATION

Crypto Hardwood (52-108-16)

Emmet County (Advertised Price \$153,164.60)

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.

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	ESTIMATE	ED UNITS*	<u>ADV</u>	ERTISED PRICE
Sawtimber				
Basswood	12.60	MBF	\$	64.00 / MBF
Beech	69.80	MBF	\$	64.00 / MBF
Black Cherry	73.30	MBF	\$	169.00 / MBF
Mixed Aspen	24.10	MBF	\$	51.00 / MBF
Paper Birch	2.20	MBF	\$	64.00 / MBF
Sugar Maple	273.80	MBF	\$	249.00 / MBF
White Ash	567.90	MBF	\$	59.00 / MBF
Pulpwood				
Beech	327.00	Cords	\$	13.20 / Cord
Ironwood	1.00	Cords	\$	13.20 / Cord
Mixed Aspen	269.00	Cords	\$	14.30 / Cord
Mixed Hardwood	1,220.00	Cords	\$	13.20 / Cord
White Ash	619.00	Cords	\$	13.20 / Cord

^{*} The total volume is statistically estimated within plus (+) or minus (-) 15.40 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 \$7,658.00 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.
- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 03/31/2020.

Description of Timber by Payment Unit (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Beech	Sawtimber	9.0	MBF	9.1	\$12,381.00
	Black Cherry		2.5	MBF		
	Sugar Maple		32.6	MBF		
	White Ash		9.7	MBF		
	Beech	Pulpwood	108.0	Cords		
	Mixed Hardwood		83.0	Cords		
	Black Cherry		9.0	Cords		
	Sugar Maple		74.0	Cords		
	White Ash		13.0	Cords		
2	Basswood	Sawtimber	4.1	MBF	22.6	\$39,345.20
	Beech		0.9	MBF		
	Black Cherry		60.0	MBF		
	Sugar Maple		67.9	MBF		
	White Ash		56.7	MBF		
	Beech	Pulpwood	43.0	Cords		
	Mixed Hardwood		488.0	Cords		
	Basswood		13.0	Cords		
	Black Cherry		162.0	Cords		
	Sugar Maple		313.0	Cords		
	White Ash		123.0	Cords		
3	Basswood	Sawtimber	1.4	MBF	11.1	\$8,899.10
3	Black Cherry	Sawtimber	0.8	MBF	11.1	φο,099.10
	_		7.7	MBF		
	Mixed Aspen		6.8	I		
	B. T. Aspen			MBF		
	Quaking Aspen		0.9	MBF		
	Sugar Maple		17.4	MBF		
	Mixed Aspen	Pulpwood	74.0	Cords		
	B. T. Aspen		38.0	Cords		
	Quaking Aspen		36.0	Cords		
	Mixed Hardwood		216.0	Cords		
	Basswood		3.0	Cords		
	Black Cherry		27.0	Cords		
	Sugar Maple		186.0	Cords		
	White Ash		3.0	Cords		
4	Basswood	Sawtimber	1.3	MBF	33.0	\$17,480.60
	Beech		11.3	MBF		
	Black Cherry		1.9	MBF		
	Mixed Aspen		3.1	MBF		
	B. T. Aspen		3.0	MBF		
	Balsam Poplar		0.1	MBF		
	Paper Birch		0.4	MBF		
	Sugar Maple		29.4	MBF		
	White Ash		94.7	MBF		
	Beech	Pulpwood	33.0	Cords		
	Mixed Aspen		37.0	Cords		
	B. T. Aspen		37.0	Cords		
	Mixed Hardwood		83.0	Cords		
	Basswood		1.0	Cords		
	Black Cherry		3.0	Cords		
	Paper Birch		4.0	Cords		
	Sugar Maple		75.0	Cords		
	White Ash		91.0	Cords		
5	Basswood	Sawtimber	3.6	MBF	87.4	\$46,304.50
J	Beech	JawuiiiDei	30.0	MBF	07.4	φ + 0,30 4 .50
	Deecil			1		
	Plank Charm					
	Black Cherry Mixed Aspen		5.0 8.2	MBF MBF		

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
5 con't	B. T. Aspen	Sawtimber	8.1	MBF		
	Balsam Poplar		0.1	MBF		
	Paper Birch		1.1	MBF		
	Sugar Maple		78.0	MBF		
	White Ash		250.9	MBF		
	Beech	Pulpwood	88.0	Cords		
	Ironwood		1.0	Cords		
	Mixed Aspen		98.0	Cords		
	B. T. Aspen		97.0	Cords		
	Balsam Poplar		1.0	Cords		
	Mixed Hardwood		216.0	Cords		
	Ironwood	Sawtimber	0.1	MBF		
	Basswood	Pulpwood	2.0	Cords		
	Black Cherry		7.0	Cords		
	Paper Birch		9.0	Cords		
	Sugar Maple		198.0	Cords		
	White Ash		240.0	Cords		
6	Basswood	Sawtimber	2.2	MBF	54.3	\$28,754.20
	Beech		18.6	MBF		
	Black Cherry		3.1	MBF		
	Mixed Aspen		5.1	MBF		
	B. T. Aspen		5.0	MBF		
	Balsam Poplar		0.1	MBF		
	Paper Birch		0.7	MBF		
	Sugar Maple		48.5	MBF		
	White Ash		155.9	MBF		
	Beech	Pulpwood	55.0	Cords		
	Mixed Aspen		60.0	Cords		
	B. T. Aspen		60.0	Cords		
	Mixed Hardwood		134.0	Cords		
	Basswood		1.0	Cords		
				ا م ا		
	Black Cherry		4.0	Cords		
	Black Cherry Paper Birch		4.0 6.0	Cords Cords		
	_		-			
	Paper Birch		6.0	Cords		
	Paper Birch Sugar Maple	TOTAL:	6.0 123.0	Cords Cords		

Sale Specific Conditions & Requirements

Sale Name: Crypto Hardwood Sale Number: 52-108-16 Seq#: 1

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (1/14)

The sale boundary and Payment Unit boundaries are marked and identified by blue, red and yellow paint. 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. 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, 2, and 3, cut all trees that are two (2) inches or more at DBH, except oak.

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

Within Payment Unit(s) 4, 5, and 6, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. Also, all ash and beech are to be cut, except those marked with green or blue paint.

2.2 - Utilization

2.2.6 - Roundwood operation required (5/07)

The skidding of whole trees or tree segments with limbs attached is prohibited within Payment Units 4, 5, and 6. All products must be produced as roundwood and forwarded to existing roads or landing areas in final product length.

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (7/14)

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

3.4 - Damaged Timber

3.4.1 - Damaged timber (6/14)

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

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

4.1.4 - 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. Stumps shall be set upright, not left on edge, and be moved at least 10 feet 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. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth. These roads must be rendered impassable to cars and trucks. Contact the sale administrator for specific details of design and placement.

4.2 - Maintenance

4.2.5 - 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 on site between the Purchaser and sale administrator is required prior to beginning any operations to determine landing and road locations. The Unit Manager or his/her representative must be contacted at least 3 days in advance to schedule the conference.

5.2 - Conduct of Operations

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) 4, 5, and 6, 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.

5.2.3.9 - Beech hauling restriction (3/11)

American beech wood products with bark still attached, other than chips, are not to be transported from stands infested with beech scale to or through uninfested beech areas from July 15 to November 15. Beech scale is mobile at this time of year and can move from infested wood to live beech. (See Map of current beech scale distribution on the DNR Forest Health Website, www.michigan.gov/dnr.)

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. If the trail is used for hauling, it must be graded to the satisfaction of the Unit Manager or his/her representative prior to December 1st. If the trail road is to be used for hauling during the snowmobile season, then a snow covered base must be left on the trail.

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 (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.

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)

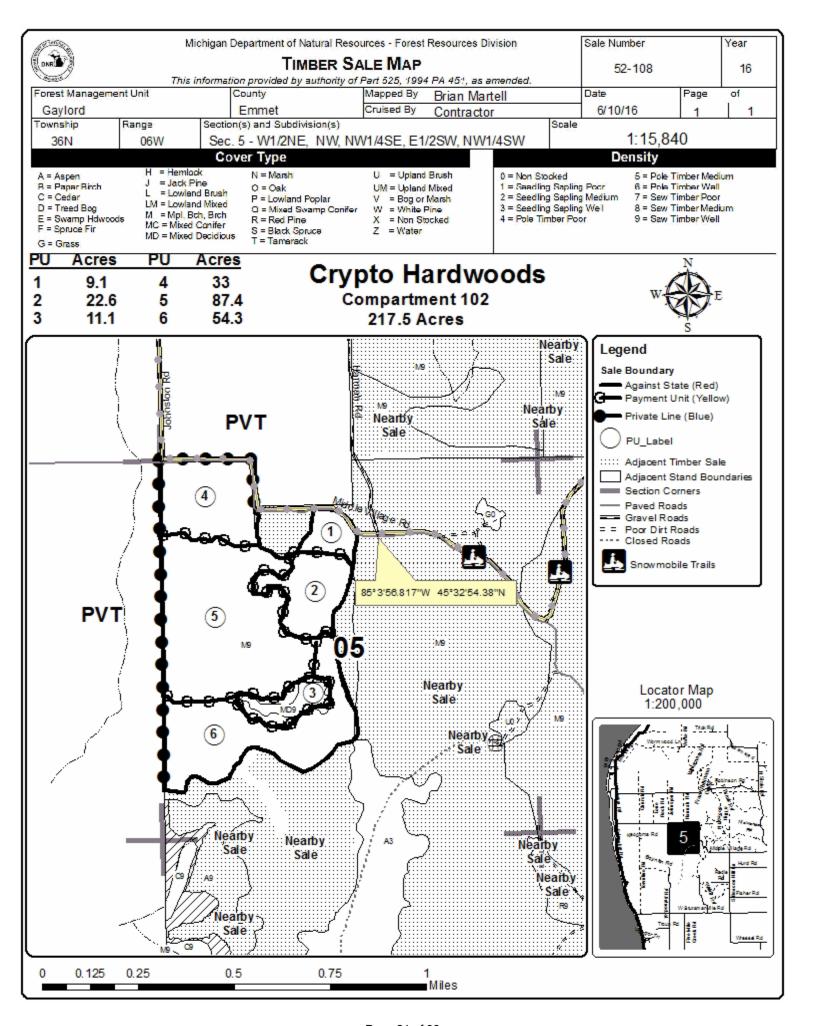
There is ash and/or "firewood" in this sale and it is located within an emerald ash borer quarantined area. The Director of the Michigan Department of Agriculture (MDA) by the authority of Act No. 72 of the Public Acts of 1945, as amended, and Quarantine Regulation No. 620, has promulgated this quarantine 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 Beech Bark Disease and Emerald Ash Borer. 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 10/19/2016 4:52:12PM



Page 22 of 36

TIMBER SALE INFORMATION

Stymie Selection (52-129-16)

Emmet County (Advertised Price \$4,615.20)

SALE NOTE: Non-winter harvest only. Some access road repair will be needed. Barkslip restriction present also. White ash and beech deteriorating.

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	ESTIMATE	ED UNITS*	<u>ADV</u>	ERTISED PRICE
Sawtimber				
Basswood	1.10	MBF	\$	42.00 / MBF
Sugar Maple	6.50	MBF	\$	166.00 / MBF
White Ash	58.80	MBF	\$	39.00 / MBF
Pulpwood				
Mixed Hardwood	136.00	Cords	\$	8.80 / Cord

^{*} The total volume is statistically estimated within plus (+) or minus (-) 33.57 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 \$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 remainder is due before cutting begins.
- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 03/31/2020.

Description of Timber by Payment Unit (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Basswood	Sawtimber	1.1	MBF	15.8	\$4,615.20
	Sugar Maple		6.5	MBF		
	White Ash		58.8	MBF		
	Mixed Hardwood	Pulpwood	136.0	Cords		
	Basswood		3.0	Cords		
	Beech		26.0	Cords		
	Sugar Maple		27.0	Cords		
	White Ash		80.0	Cords		
		TOTAL:	66.4	MBF		
		TOTAL:	136.0	Cords		

Sale Specific Conditions & Requirements

Sale Name: Stymie Selection Sale Number: 52-129-16 Seq#: 1

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (1/14)

The sale boundaries are marked and identified by red and blue paint. Exterior sale boundary lines adjacent to state-owned land are marked with red paint. Exterior sale boundary lines adjacent to privately-owned land are marked with blue paint.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. Also, cut all white ash and beech trees greater than two (2)" at DBH regardless of merchantability.

2.2 - Utilization

2.2.6 - Roundwood operation required (5/07)

The skidding of whole trees or tree segments with limbs attached is prohibited. All products must be produced as roundwood and forwarded to existing roads or landing areas in final product length.

2.2.8 - Utilization and removal (5/14)

All products meeting standards set forth in General Condition and Requirement 2.2 - Utilization must be removed from the sale area. Retain on site 1/6 to 1/3 of the slash from harvested trees (tree tops and limbs less than four inches in diameter). This is because of biomass retention guidelines.

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (7/14)

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

3.4 - Damaged Timber

3.4.1 - Damaged timber (6/14)

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

No damage is acceptable to merchantable trees. Within the sale area, if more than 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, chipped, utilized or otherwise removed from 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. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth.

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

Johnston Rd. will need to be maintained in a condition suitable for two-wheel drive vehicles from Robinson Rd. north to just beyond the driveway of the private residence. The remaining portion of the road north of the driveway to the boundary of the timber sale has multiple large mudholes that will need to be filled with gravel to prevent further damage to the road. The purchaser of the timber sale will be responsible for the road improvement costs.

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 discuss contract specifications and to determine landing and road locations.

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 or blue paint line.

5.2.1.2 - Slash Removal

5.2.1.2.6 - Slash removal, general (7/05)

All slash must be removed from designated landing areas and scattered uniformily throughout the sale area or chipped and removed from the sale area.

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, cutting, skidding, and hauling are not permitted during the period of December 1 to April 1. This restriction is because of the designated snowmobile trail that exists on Johnston Rd. This trail must be graded and in a condition that is suitable for trail grooming by December 1.

5.2.3.3 - Bark slippage restriction (3/09)

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

5.2.3.9 - Beech hauling restriction (3/11)

American beech wood products with bark still attached, other than chips, are not to be transported from stands infested with beech scale to or through uninfested beech areas from July 15 to November 15. Beech scale is mobile at this time of year and can move from infested wood to live beech. (See Map of current beech scale distribution on the DNR Forest Health Website, www.michigan.gov/dnr.)

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.

5.2.39 - ORV trail/route protection (12/12)

The ORV route, which is located on Johnston Rd., is shown on the Timber Sale Map. Do not cut trees or damage posts with orange ORV markers. All stumps within 10 feet of the trail must be cut flush with the ground. Maintain a 20 foot wide slash, debris, and rut free zone daily using the ORV trail or route as the centerline.

5.2.41 - Snowmobile trail protection (9/11)

The snowmobile trail located on Johnston Rd. is shown on the Timber Sale Map. Do not cut or damage posts with orange trail markers or traffic control signs. The trail 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. The snowmobile trail may not be used for any timber sale operations from December 1 to March 31. Maintain a 20 foot wide slash, debris, and rut free zone daily using the snowmobile trail as the centerline. All stumps within 10 feet of the snowmobile trail must be cut at ground level.

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 Johnston Rd. 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

7.5 - Loss

7.5.1 - Deteriorating timber (7/09)

The sale area has received damage from beech bark disease and emerald ash borer. 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 10/7/2016 1:07:43PM

TOF HATURAC
DNR
STONKUM 3

Michigan Department of Natural Resources - Forest Resources Division

TIMBER SALE MAP

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

52-129-16

Sale Number

Forest Management Unit County Mapped By GAYLORD-NORTH EMMET

STACKS Cruised By

09/02/2016

2016

Year

RO6W T37N

Section(s) and Subdivision(s) 29 NWNW: 30N% NE

1:15,840 Density

5 = Pole Timber Medium

A = Aspen B = Paper Birch C = Cedar D = Treed Bog

E = Swamp Hardwoods F = Spruce/Fir

J = Jack Pine K = Rock

L = Lowland Brush LM = Lowland Mix Forest R = Red Pine M = Maple, Beech, Birch

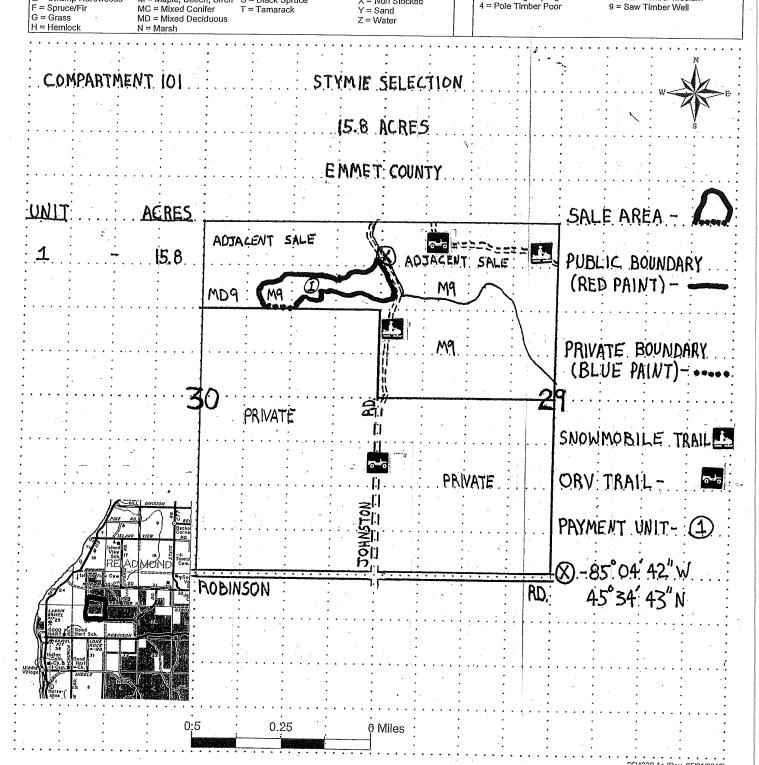
Cover Type O = Oak P = Lowland Poplar Q = Mixed Swamp Conifer S = Black Spruce T = Tamarack

U = Upland Brush UM =Upland Mix Forest V = Bog or Marsh W = White Pine X = Non Stocked Y = Sand

0 = Non Stocked 1 = Seedling Sapling Poor 2 = Seedling Sapling Medium 3 = Seedling Sapling Well

6 = Pole Timber Well 7 = Saw Timber Poor 8 = Saw Timber Medium

4 = Pole Timber Poor 9 = Saw Timber Well



Page 28 of 36	
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TIMBER SALE / SEALED BID

FEDERAL ID:

BID

GAYLORD MANAGEMENT UNIT INDIAN RIVER OFFICE

Hawthorn Aspen (52-107-16) ; Emmet COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on April 18, 2017, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	ESTIMATED VOLUME*	<u>ADVERTISE</u>	ED PRICE	BID PRIC	<u>CE</u>
Pulpwood					
Mixed Hardwood	195.00 Cords	\$ 10.55/	Cord	\$	
Quaking Aspen	583.00 Cords	\$ 11.45/	Cord	\$	

*The volumes are statistically estimated within plus (+) or minus (-) 22.23 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.

		0. 000 12 0200					
	Company or individual bidding:						
	Company representative's name:						
	Address:						
	City:	State:	Zip:				
AVAIL	ABLE, PLEASE PLACE THE PERSO	NALIZED LABEL FROM	YOUR PROSPECTUS IN T	HE ABOVE BOX.			
dividual	or company representative's signature	re:		Date:			
hone nu	one number : Email (optional):						

or SOCIAL SECURITY 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



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.

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

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:

	A. Sole Proprietorship (individual)		
	B. Partnership		
	C. Corporation		
	C. G. Corporation		
2.	. You must check <u>one</u> of the boxes below:		
	 A. I certify my business is a sole proprietorship and i Worker's Compensation Laws. 	it has no employ	vees but the sole proprietor. I am not subject to the
		copy of the Noti	Compensation Act through the use of an approved Notice of ice of Exclusion within 21 days of the contract award. (For ompensation Bureau at 517-322-1195).
	 C. I certify my business has a Worker's Compensation one (21) days of the contract award. 	on Policy. I will	provide an original Certificate of Insurance within twenty-
3.	. If you have checked item 2(A) or 2(B), you must than yourself, including family members and active		number of both full-time and part-time employees, other one, you must enter "0").
	Full-time Employees		Part-time Employees
Nan	ame of Business	Federa	al ID (or) Social Security No.
Add	ddress	Teleph	none
		()
City	ty State	ZIP	
	hereby certify that the above information is true and c factors affecting my coverage during any of my preso		e to notify the Michigan DNR of any changes that occur operations.
_	Signature of Owner or Authorized Representative		
٦	Title		Date

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

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

BID

GAYLORD MANAGEMENT UNIT INDIAN RIVER OFFICE

Good Hart Mix (52-101-16) ; Emmet COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on April 18, 2017, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES Sawtimber	ESTIMATED VOLU	ME* Al	DVERTISED PRICE	BID PRICE
B. T. Aspen	27.30 MBF	\$	41.00/MBF	\$
Basswood	3.90 MBF	\$	51.00/MBF	\$
Beech	12.50 MBF	\$	51.00/MBF	\$
Paper Birch	17.80 MBF	\$	51.00/MBF	\$
Sugar Maple	93.60 MBF	\$	199.00/MBF	\$
White Ash	210.80 MBF	\$	47.00/MBF	\$
Pulpwood				
B. T. Aspen	389.00 Cords	\$	11.45/Cord	\$
Basswood	48.00 Cords	\$	6.55/Cord	\$
Beech	173.00 Cords	\$	10.55/Cord	\$
Paper Birch	168.00 Cords	\$	13.95/Cord	\$
Sugar Maple	382.00 Cords	\$	10.55/Cord	\$
White Ash	250.00 Cords	\$	10.55/Cord	\$

^{*}The volumes are statistically estimated within plus (+) or minus (-) 10.68 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

	FEDERAL ID:	or SOCIA	L SECURITY NUMBER:_				
	Company or individual bidding:						
	Company representative's name:						
	Address:						
	City:	State:	Zip:				
F AVAIL	ABLE, PLEASE PLACE THE PE	RSONALIZED LABEL	FROM YOUR PROSPE	CTUS IN THE ABOVE BOX.			
ndividual	or company representative's si	gnature:		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



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

Signature of Owner or Authorized Representative

Title

	Part 5 of Act 451 of 1994, as amended.							
VE	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.							
Ple	Please Check Appropriate Categories:							
1.	 My business is organized as (you must check <u>one</u> of the boxed. Sole Proprietorship (individual) Partnership Corporation 	es below):						
2.	 You must check one of the boxes below: A. ☐ I certify my business is a sole proprietorship and it has no empty Worker's Compensation Laws. B. ☐ I certify my business has satisfied its o bligation to the Worker' Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the N questions or a copy of the BWC-337, please call the Worker's C. ☐ I certify my business has a Worker's Compensation Policy. I vone (21) days of the contract award. 	s Compensation Act through the use of an approved Notice of Notice of Exclusion within 21 days of the contract award. (For Compensation Bureau at 517-322-1195).						
3.	 If you have checked item 2(A) or 2(B), you must indicate th than yourself, including family members and active partners (i Full-time Employees 							
Nam	lame of Business Fed	deral ID (or) Social Security No.						
	(ephone)						
City	City State ZIF							
	hereby certify that the above information is true and correct. I ag							

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

Date

EEDEDVI ID:

BID

GAYLORD MANAGEMENT UNIT INDIAN RIVER OFFICE

Crypto Hardwood (52-108-16) ; Emmet COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on April 18, 2017, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

	RODUCTS & SPECIES	ESTIMATED	VOLUME*	<u>Al</u>	OVERTISED PRICE	BID I	PRICE
S	awtimber						
	Basswood	12.60	MBF	\$	64.00/MBF	\$	
	Beech	69.80	MBF	\$	64.00/MBF	\$	
	Black Cherry	73.30	MBF	\$	169.00/MBF	\$	
	Mixed Aspen	24.10	MBF	\$	51.00/MBF	\$	
	Paper Birch	2.20	MBF	\$	64.00/MBF	\$	
	Sugar Maple	273.80	MBF	\$	249.00/MBF	\$	
	White Ash	567.90	MBF	\$	59.00/MBF	\$	
Pι	ulpwood						
	Beech	327.00	Cords	\$	13.20/Cord	\$	
	Ironwood	1.00	Cords	\$	13.20/Cord	\$	
	Mixed Aspen	269.00	Cords	\$	14.30/Cord	\$	
	Mixed Hardwood	1,220.00	Cords	\$	13.20/Cord	\$	
	White Ash	619.00	Cords	\$	13.20/Cord	\$	

^{*}The volumes are statistically estimated within plus (+) or minus (-) 15.40 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.

	I LDLIVAL ID	0 0000000000000000000000000000000000	MITT NOMBER			
	Company or individual bidding:					
	Company representative's name:					
	Address:					
	City:	State:	Zip:			
F AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.						
ndividual or company representative's signature: Date:						
Phone nu	hone number : 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



Michigan Department of Natural Resources Forest Resources Division

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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

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

VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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

•	In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract.				
•	All Information must be typed or printed except for written signatures.				
Ple	Please Check Appropriate Categories:				
1.	 My business is organized as (you must check one of the boxes below): A. □ Sole Proprietorship (individual) B. □ Partnership C. □ Corporation 				
 You must check one of the boxes below: A. ☐ I certify my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws. B. ☐ I certify my business has satisfied its o bligation to the Worker's Compensation Act through the use of an approved Notice 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 provid one (21) days of the contract award.	C. I certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty-			
3.	If you have checked item 2(A) or 2(B), you must indicate the number than yourself, including family members and active partners (if none, your full-time Employees) Full-time Employees				
Nam	Name of Business Federal ID (or	r) Social Security No.			
Addı	Address Telephone ()				
City	City State ZIP				
in fa _	I hereby certify that the above information is true and correct. I agree to not in factors affecting my coverage during any of my present and future operations. Signature of Owner or Authorized Representative				
T	Title	ate			

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

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

BID

GAYLORD MANAGEMENT UNIT INDIAN RIVER OFFICE

Stymie Selection (52-129-16) ; Emmet COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on April 18, 2017, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	ESTIMATED	VOLUME*	ADVERTISED PRICE		BID PRICE	
Sawtimber						
Basswood	1.10	MBF	\$	42.00/MBF	\$	
Sugar Maple	6.50	MBF	\$	166.00/MBF	\$	
White Ash	58.80	MBF	\$	39.00/MBF	\$	
Pulpwood						
Mixed Hardwood	136.00	Cords	\$	8.80/Cord	\$	

*The volumes are statistically estimated within plus (+) or minus (-) 33.57 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 SECURITY NUMBER: ___--_--

	Company or individual bidding:					
	Company representative's name:					
	Address:					
	City:		Zip:			
IF AVAIL	ABLE, PLEASE PLACE T	HE PERSONALIZED LABEL F	ROM YOUR PRO	SPECTUS IN TH	HE ABOVE BOX.	
Individua	ndividual or company representative's signature: Date:					
Phone nu	Phone number : Email (optional):					

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



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 217 P. A. 1060 (Marker's Compensation) and

Signature of Owner or Authorized Representative

Title

	Part 5 of Act 451 of 1994, as amended		<i>a</i>			
VE	ERIFICATION OF WORKER'S DISABILITY COM	IPENSATIO	ON 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.					
•						
Ple	ease Check Appropriate Categories:					
1.	 My business is organized as (you must check one of the boxes below): A. □ Sole Proprietorship (individual) B. □ Partnership C. □ Corporation 					
 You must check one of the boxes below: A. ☐ I certify my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws. B. ☐ I certify my business has satisfied its o bligation to the Worker's Compensation Act through the use of an approved Not Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. 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 two 						
3.	one (21) days of the contract award.	e the number of both full-time and part-time employees, other				
	Full-time Employees	•	Part-time Employees			
Name of Business			Federal ID (or) Social Security No.			
Addı	dress		Telephone ()			
City	State		ZIP			
	ereby certify that the above information is true and factors affecting my coverage during any of my pre		I agree to notify the Michigan DNR of any changes that occur future operations.			

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

Date