

DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

TIMBER SALE PROSPECTUS #6665

<u>SCHEDULED SALE DATE AND TIME:</u> 4:00 p.m. (local time) on July 9, 2020. <u>LOCATION:</u> TRAVERSE CITY MGMT UNIT, 2122 M 37 SOUTH, TRAVERSE CITY, MI 49685.

PROSPECTUS NOTE: It is recommended that for the duration of the "Stay Home, Stay Safe" executive order that bidders submit their bids through the Online Bidding System (https://www2.dnr.state.mi.us/VMSOnlineBidding/). If you need to register, contact Jake Reid (ReidJ6@michigan.gov, 517-284-5908) or Donovan Asselin
 (AsselinD@michigan.gov, 517-930-1326). Paper bids will still be accepted during this time, either dropped in the bid box at the bid location or by mailing. If mailing, please allow for additional time.

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.

<u>A-niner Aspen</u> (61-005-20) / T24N, R15W, SEC. 26, N1/2NW. Manistee County, Advertised Price \$9,919.70, 6.0 Acres, Aspen, Hardwood.

Northern Passage Aspen (61-006-20) / T24N, R14W, SEC. 19, N1/2SW,SWSW. T24N, R15W, SEC. 24, SE. Manistee County, Advertised Price \$97,855.30, 86.6 Acres, Hardwood, Aspen.

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.

Backcountry Hardwoods (61-059-19) / T25N, R12W, SEC. 20, S1/2NW,SWNE,N1/2SW. Grand Traverse County, Advertised Price \$34,659.30, 79.5 Acres, Hardwood, Aspen.

SALE NOTE: Due to the location of this sale and the condition of existing access roads, bidders should note that there is a need for road work. Details of roads, access and landings can be discussed with forester Craig Allen at (231) 922-6042.

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

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

Bids must be received by the Unit Manager, TRAVERSE CITY OFFICE, 2122 M 37 South, Traverse City, MI 49685, no later than 4:00 p.m. (local time) on July 9, 2020. For further information concerning this sale, contact David Lemmien at 231-922-6040.

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

<u>A-niner Aspen (61-005-20)</u> T24N, R15W, SEC. 26. Manistee County (Advertised Price \$9,919.70)

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	
Sawtimber				
B. T. Aspen	47.40	MBF	\$	85.00 / MBF
Red Maple	1.40	MBF	\$	88.00 / MBF
Sugar Maple	22.60	MBF	\$	184.00 / MBF
Pulpwood				
B. T. Aspen	66.00	Cords	\$	11.35 / Cord
Mixed Hardwood	80.00	Cords	\$	10.75 / Cord

* The total volume is statistically estimated within plus (+) or minus (-) 26.12 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of \$496.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule :
- (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
- (b) The remainder is due before cutting begins.

(c) Payment for each of the following units must be made before cutting begins in that unit: PAYMENT UNIT NUMBER 01 PERCENT OF TOTAL SALE VALUE 100.0%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 09/30/2022.

Description of Timber by Payment Unit (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	B. T. Aspen	Sawtimber	47.4	MBF	6.0	\$9,919.70
	Red Maple		1.4	MBF		
	Sugar Maple		22.6	MBF		
	B. T. Aspen	Pulpwood	66.0	Cords		
	Mixed Hardwood		80.0	Cords		
		TOTAL:	71.4	MBF		
		TOTAL:	146.0	Cords		

Sale Specific Conditions & Requirements

Sale Name: A-niner Aspen

Sale Number: 61-005-20 Seq#: 1

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (9/19)

The sale boundary and Payment Unit boundaries are marked and identified by red paint. Exterior sale boundary lines against state are marked with red paint. The northern boundary of the sale is on the southern side of Alkire Rd. No timber sale operations are to occur north of Alkire Rd.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1, cut all trees that are two (2) inches or more at DBH, except do not cut any white pine or green marked trees. In addition, do not cut sugar maple four (4) inches or less at DBH.

Special protection trees identified in accordance with condition 3.4.2, within clearcutting unit boundaries are not Included Timber and are to be protected.

2.2 - Utilization

2.2.3 - Stump heights (4/07)

Stump heights within the sale area shall not exceed 12 inches for trees greater than 10 inches at DBH and 4 inches for trees smaller than 10 inches at DBH.

3 - Payments

3.4 - Damaged Timber

3.4.1 - Damaged timber (7/16)

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

Within the sale area, if more than 25% of the sugar maple seedlings or saplings (1/4" to 4" DBH) within a specified portion of the sale area are damaged, liquidated damages will be assessed at \$100.00 per acre for all acreage within that specified portion of the sale area that was damaged.

No damage is acceptable to undesignated live 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.

3.4.2 - Special Protection Trees (4/14)

The Purchaser shall not cut live or dead special protection trees within cutting units or clearings. Special protection trees are marked with green paint. If the Purchaser's operations have cut or damaged special protection trees through carelessness, the Purchaser shall pay \$100.00 as fixed, agreed and liquidated damages for each special protection tree cut or damaged. Such payment does not constitute ownership of the undesignated timber.

4 - Transportation

4.1 - Construction

4.1.11 - Permits (2/12)

The Purchaser will secure any necessary permits that may be required.

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.

5 - Operations

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.8 - Slash height (12/08) No slash or tree tops may exceed 24 inches in height.

5.2.2 - Hazard Trees/Snags

5.2.2.1 - Den trees (10/16)

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

5.2.29 - Shrub protection (1/20)

Do not cut or damage hawthorn, witch-hazel, dogwood or juneberry. These woody-shrub plants are highly beneficial to various wildlife species.

5.2.41 - Snowmobile trail protection (9/11)

The Bear Valley Spur is a snowmobile trail and is shown on the Timber Sale Map. The trail is not directly adjacent to the sale, but it may be used as a potential haul route. Do not cut or damage posts with orange trail markers or traffic control signs. If the trail is used, it must be maintained and restored to a condition equal to or better than before the sale. The road maintenance/restoration must be done prior to December 1. If the trail is used for hauling, it must be graded to the satisfaction of the Unit Manager or his/her representative prior to December 1. The snowmobile trail may not be used for any timber sale operations from December 1 to March 31. No decking of forest products will be permitted along the snowmobile trail.

5.4 - Soil Protection

5.4.1 - Rutting restriction, general (7/16)

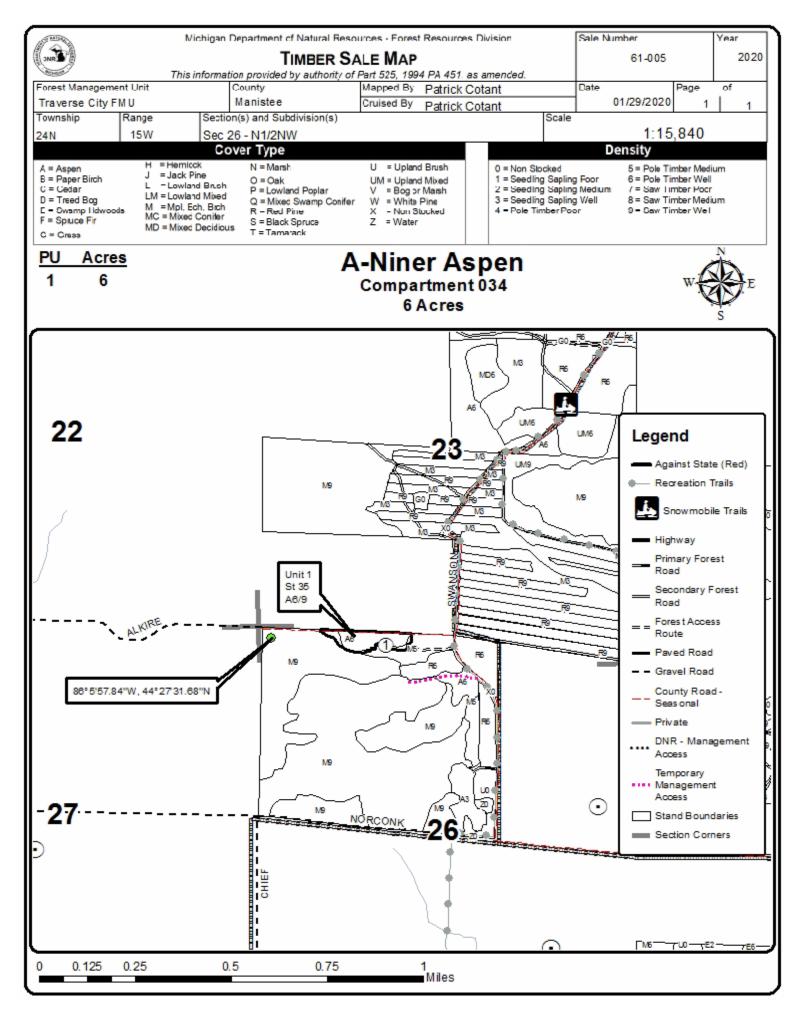
Operations are to cease immediately if equipment and weather conditions result in rutting of roads and/or skid trails which is 12 inches or greater in depth and 50 feet in length. The Unit Manager or his/her representative may restrict hauling and/or skidding if ruts exceed the specified depth. With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

6 - Safety and Fire Prevention

6.2 - Signing

6.2.2 - Snowmobile trail posting (8/09)

The Purchaser is responsible for posting and maintaining caution signs on the Bear Valley Spur snowmobile trail prior to beginning operations during the snowmobile season (approximately December 1 to March 31). The trail must be posted north and south of the intersection of Alkire/Swanson roads 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.



TIMBER SALE INFORMATION

Northern Passage Aspen (61-006-20) T24N, R14W, SEC. 19; T24N, R15W, SEC. 24. Manistee County (Advertised Price \$97,855.30)

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

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

PRODUCTS & SPECIES	ESTIMATED UNITS*		<u>ADV</u>	ADVERTISED PRICE	
Sawtimber					
B. T. Aspen	366.00	MBF	\$	85.00 / MBF	
Beech	27.40	MBF	\$	54.00 / MBF	
Black Cherry	79.10	MBF	\$	199.00 / MBF	
Red Maple	213.20	MBF	\$	88.00 / MBF	
Sugar Maple	64.90	MBF	\$	184.00 / MBF	
Pulpwood					
B. T. Aspen	696.00	Cords	\$	11.35 / Cord	
Mixed Hardwood	1,016.00	Cords	\$	10.75 / Cord	

* The total volume is statistically estimated within plus (+) or minus (-) 12.04 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 \$4,893.00 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	67.8%

32.2%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 03/31/2023.

Description of Timber by Payment Unit (PU)

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	1			1	1	
PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	B. T. Aspen	Sawtimber	193.5	MBF	57.7	\$66,322.70
	Beech		21.4	MBF		
	Black Cherry		67.9	MBF		
	Red Maple		166.4	MBF		
	Sugar Maple		44.0	MBF		
	B. T. Aspen	Pulpwood	463.0	Cords		
	Mixed Hardwood		671.0	Cords		
2	B. T. Aspen	Sawtimber	172.5	MBF	28.9	\$31,532.60
	Beech		6.0	MBF		
	Black Cherry		11.2	MBF		
	Red Maple		46.8	MBF		
	Sugar Maple		20.9	MBF		
	B. T. Aspen	Pulpwood	233.0	Cords		
	Mixed Hardwood		345.0	Cords		
		TOTAL:	750.6	MBF		
		TOTAL:	1,712.0	Cords		

Sale Specific Conditions & Requirements

Sale Name: Northern Passage Aspen

Sale Number: 61-006-20 Seq#: 1

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (9/19)

The sale boundary and Payment Unit boundaries are marked and identified by red paint. Exterior sale boundary lines against state are marked with red paint. The interior Payment Unit boundary between Payment Units 1 & 2 is marked with red paint. Retention patches are marked with green paint; no harvesting activities may occur within these areas. 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, cut all trees that are two (2) inches or more at DBH, except do not cut sugar maple four (4) inches or less at DBH, or any conifers, yellow birch, or trees marked with green paint.

Special protection trees identified in accordance with condition 3.4.2, within clearcutting unit boundaries, are not Included Timber and are to be protected.

2.2 - Utilization

2.2.3 - Stump heights (4/07)

Stump heights within the Sale Area shall not exceed 12 inches for trees greater than 10 inches DBH and 4 inches for trees smaller than 10 inches DBH. Some very large red maple are present it is expected that this stump height requirement will apply to all trees cut within the sale area.

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 (7/16)

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

Within the sale area, if more than 20% of sugar maple tree seedlings or saplings (1/4" to 4" DBH) within a specified portion of the sale area are damaged, liquidated damages will be assessed at \$100.00 per acre for all acreage within that specified portion of the sale area that was damaged.

No damage is acceptable to undesignated live 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, or at a rate of \$50.00/tree, whichever is greater.

3.4.2 - Special Protection Trees (4/14)

The Purchaser shall not cut live or dead special protection trees within cutting units or clearings. Special protection trees are marked with green paint and also include all conifers and yellow birch. If the Purchaser's operations have cut or damaged special protection trees through carelessness, the Purchaser shall pay \$50.00 as fixed, agreed and liquidated damages for each

special protection tree cut or damaged. Such payment does not constitute ownership of the undesignated timber.

4 - Transportation

4.1 - Construction

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4.1.11 - Permits (2/12)
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The Purchaser will secure any necessary permits that may be required.

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, some of which will need to be improved and in some cases berms will need to be removed. At the completion of the sale, all berms will need to be replaced to the satisfaction of the sale administrator. Skid trails only will be allowed.

5 - Operations

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.8 - Slash height (12/08) No slash or tree tops may exceed 24 inches in height.

5.2.2 - Hazard Trees/Snags

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

5.2.4 - Dead and Down Creation

5.2.4.2 - Dead and down creation, hare and grouse (1/14)

To improve habitat for snowshoe hare, grouse, and other species, the Purchaser is to leave two 12 inch diameter or larger log size pieces, 8'-12' in length on the ground for every two acres. If possible, the logs should be felled so they overlap.

Note: These pieces should have a minimum length of eight feet. They can be of any Included Timber species and can be a culled portion of a tree but must meet size requirements.

5.2.29 - Shrub protection (1/20)

Do not cut or damage hawthorn, witch-hazel, dogwood or juneberry. These woody-shrub plants are highly beneficial to various wildlife species.

5.2.41 - Snowmobile trail protection (9/11)

The Bear Valley 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. No hauling operations will be permitted on the snowmobile trail to the east, between the sale boundary and Big Four Rd. The road maintenance/restoration must be done prior to December 1. If the trail is used for hauling, it must be graded to the satisfaction of the Unit Manager or his/her representative prior to December 1. The snowmobile trail may not be used for any timber sale operations from December 1 to March 31. The snowmobile trail as the centerline. No decking of forest products will be permitted along the snowmobile trail during the snowmobile season. All stumps within 20 feet of the snowmobile trail must be cut at ground level. In addition, any trees cut within 5 feet of the trail must have the stumps removed and be disposed of according to the direction 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.

5.8 - Protection of Endangered Species

5.8.3 - Red shoulder hawk or goshawk (2/16)

In the event that an active red shoulder hawk or goshawk nest is found, the contract may be amended to protect the nest site until the nest is determined to be inactive. The value of the trees in this excluded area will be refunded or credited to the Purchaser. The nest will be buffered with a five-chain radius (eight acre) protection area, centered on the nest tree, in which there will be no cutting or new roads constructed. Avoid human disturbance, including loading and skidding, in the protection area.

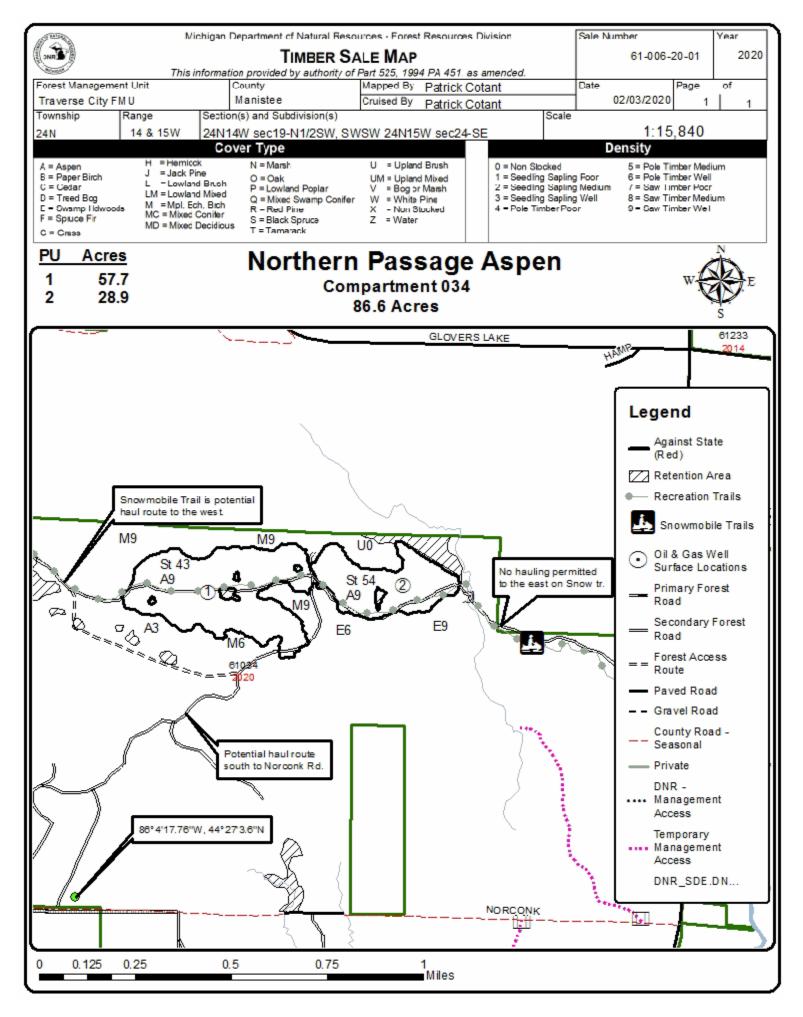
An additional zone of five chains (ten chains centered on the active nest tree) will be established in which there is no management activity from March 15 to July 15 (NLP). Limit biomass harvesting and chipping operations within this ten-chain zone, retain the maximum one-third of residues per the Woody Biomass Harvesting Guidelines (Michigan DNR 2010). Nests determined to be inactive will be protected with a one-chain no-harvest buffer.

6 - Safety and Fire Prevention

6.2 - Signing

6.2.2 - Snowmobile trail posting (8/09)

The Purchaser is responsible for posting and maintaining caution signs on the snowmobile trail prior to beginning operations during the snowmobile season (approximately December 1 to March 31). The trail 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.



TIMBER SALE INFORMATION

Backcountry Hardwoods (61-059-19) T25N, R12W, SEC. 20. Grand Traverse County (Advertised Price \$34,659.30)

SALE NOTE: Due to the location of this sale and the condition of existing access roads, bidders should note that there is a need for road work. Details of roads, access and landings can be discussed with forester Craig Allen at (231) 922-6042.

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 PRI	
Sawtimber				
B. T. Aspen	101.30	MBF	\$	85.00 / MBF
Basswood	7.90	MBF	\$	69.00 / MBF
Beech	9.80	MBF	\$	54.00 / MBF
Black Cherry	1.30	MBF	\$	199.00 / MBF
Red Maple	36.10	MBF	\$	88.00 / MBF
Red Oak	66.00	MBF	\$	124.00 / MBF
Sugar Maple	23.40	MBF	\$	184.00 / MBF
Pulpwood				
B. T. Aspen	321.00	Cords	\$	11.35 / Cord
Basswood	31.00	Cords	\$	9.35 / Cord
Mixed Hardwood	372.00	Cords	\$	10.75 / Cord
Red Oak	152.00	Cords	\$	7.35 / Cord

* The total volume is statistically estimated within plus (+) or minus (-) 18.95 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 \$1,733.00 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	10.5%
02	25.1%
03	10.0%
04	11.5%
05	42.9%

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

5. Operations on the contract issued will terminate on 09/30/2022.

Description of Timber by Payment Unit (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	B. T. Aspen	Sawtimber	9.7	MBF	9.8	\$3,652.40
	Basswood		1.2	MBF		
	Beech		1.5	MBF		
	Red Maple		3.8	MBF		
	Red Oak		4.9	MBF		
	Sugar Maple		3.8	MBF		
	B. T. Aspen	Pulpwood	32.0	Cords		
	Basswood		4.0	Cords		
	Mixed Hardwood		49.0	Cords		
	Red Oak		13.0	Cords		
2	B. T. Aspen	Sawtimber	23.0	MBF	23.3	\$8,697.30
	Basswood		2.8	MBF		
	Beech		3.4	MBF		
	Red Maple		9.0	MBF		
	Red Oak		11.6	MBF		
	Sugar Maple		9.2	MBF		
	B. T. Aspen	Pulpwood	77.0	Cords		
	Basswood		10.0	Cords		
	Mixed Hardwood		116.0	Cords		
	Red Oak		31.0	Cords		
3	B. T. Aspen	Sawtimber	9.2	MBF	9.3	\$3,465.80
	Basswood		1.1	MBF		
	Beech		1.4	MBF		
	Red Maple		3.6	MBF		
	Red Oak		4.6	MBF		
	Sugar Maple		3.6	MBF		
	B. T. Aspen	Pulpwood	31.0	Cords		
	Basswood	1 dipwood	4.0	Cords		
	Mixed Hardwood		47.0	Cords		
	Red Oak		12.0	Cords		
4	B. T. Aspen	Sawtimber	10.6	MBF	10.7	\$3,984.00
4	Basswood	Sawtimber	1.3	MBF	10.7	φ5,504.00
	Beech		1.5	MBF		
	Red Maple		4.2	MBF		
	Red Oak		4.2 5.3	MBF		
	Sugar Maple		5.5 4.2	MBF		
		Pulpwood	4.2 35.0	1		
	B. T. Aspen Basswood	Pulpwood	35.0 4.0	Cords Cords		
				1		
	Mixed Hardwood		53.0	Cords		
	Red Oak	O susting 1	14.0	Cords	00.4	#44 AFA A
5	B. T. Aspen	Sawtimber	48.8	MBF	26.4	\$14,859.80
	Basswood		1.5	MBF		
	Beech		1.9	MBF		
	Black Cherry		1.3	MBF		
	Red Maple		15.5	MBF		
	Red Oak		39.6	MBF		
	Sugar Maple		2.6	MBF		
	B. T. Aspen	Pulpwood	146.0	Cords		
	Basswood		9.0	Cords		
	Mixed Hardwood		107.0	Cords		
	Red Oak		82.0	Cords		
		TOTAL:	245.8	MBF		

Sale Name: Backcountry Hardwoods

Sale Number: 61-059-19 Seq#: 1

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (9/19)

The sale boundary and Payment Unit boundaries are marked and identified by blue, red and yellow paint. Also, the west boundary of Payment Units 2 and 3 and the east boundary of Payment Unit 5 is the powerline right-of-way. 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. Retention patches are marked with red paint; no harvesting activities may occur within these areas. The painted boundary line trees are not Included Timber and are to be protected unless marked with orange paint.

2 - Timber Specifications

2.1 - Included Timber

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

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

Within Payment Unit 5, trees are designated for cutting when marked with purple paint above and below stump height, regardless of merchantability. In addition, all aspen are designated for cutting regardless of merchantability.

2.1.4 - Designated timber unit(s) (6/17)

Within Payment Unit(s) 3, all maple, aspen, beech and oak are designated for cutting regardless of merchantability, except do not cut any green marked trees.

2.2 - Utilization

2.2.3 - Stump heights (4/07)

Stump heights within the sale area shall not exceed 12 inches for trees greater than 10 inches at DBH and 4 inches for trees smaller than 10 inches at DBH.

2.2.6 - Roundwood operation required (5/07)

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

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, utilized or otherwise removed from the sale.

5 - Operations

- 5.2 Conduct of Operations
 - 5.2.1 Slash

5.2.1.8 - Slash height (12/08)

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

5.2.3 - Operating Restrictions

5.2.3.4 - Oak wilt restriction, no exceptions (1/18)

Within the sale area, cutting, skidding, hauling within the sale and brushing of access roads to the sale are not permitted during the period of April 15 to July 15. No exceptions will be granted. This is necessary to reduce the spread of oak wilt.

5.4 - Soil Protection

5.4.1 - Rutting restriction, general (7/16)

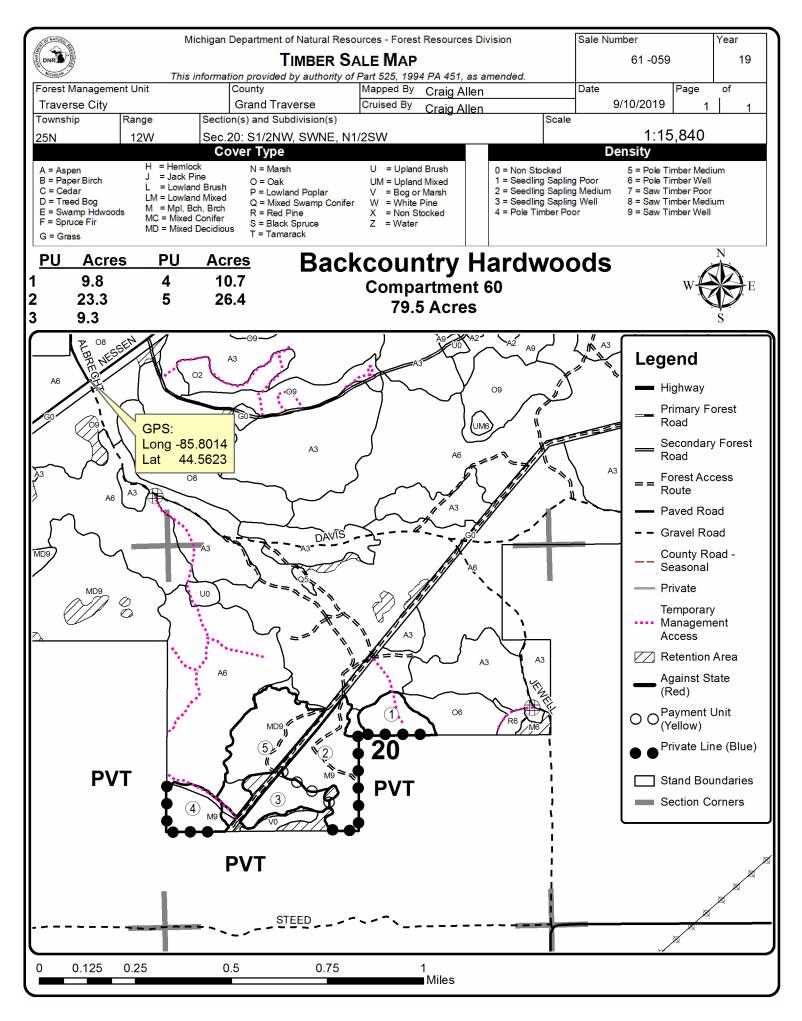
Operations are to cease immediately if equipment and weather conditions result in rutting of roads and/or skid trails which is 12 inches or greater in depth and 50 feet in length. The Unit Manager or his/her representative may restrict hauling and/or skidding if ruts exceed the specified depth. With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

5.4.3 - Erosion control (12/08)

Skid trails or haul roads may require erosion control structures or berms per direction of the Unit Manager or his/her representative.



TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

BID FORM

Backcountry Hardwoods (61-059-19) T25N, R12W, SEC. 20; Grand Traverse COUNTY

In response to the notice of sale to be held 4:00 p.m. (local time) on July 9, 2020, 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	VOLUME*	<u>AD</u>	VERTISED PRICE	BID PRICE/UNIT
B. T. Aspen	101.30	MBF	\$	85.00/MBF	\$
Basswood	7.90	MBF	\$	69.00/MBF	\$
Beech	9.80	MBF	\$	54.00/MBF	\$
Black Cherry	1.30	MBF	\$	199.00/MBF	\$
Red Maple	36.10	MBF	\$	88.00/MBF	\$
Red Oak	66.00	MBF	\$	124.00/MBF	\$
Sugar Maple	23.40	MBF	\$	184.00/MBF	\$
Pulpwood					
B. T. Aspen	321.00	Cords	\$	11.35/Cord	\$
Basswood	31.00	Cords	\$	9.35/Cord	\$
Mixed Hardwood	372.00	Cords	\$	10.75/Cord	\$
Red Oak	152.00	Cords	\$	7.35/Cord	\$

*The volumes are statistically estimated within plus (+) or minus (-) 18.95 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 AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.

Individual or company representative's signature: ______ Date:_____ Date:_____

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

TOF NATURAL BED	Michigan Department of Natur Forest Resources Div			FOR DEPARTMENT USE ONLY Sale Number (XX – XXX – XX – XX)
adu Michigan - 57	TIMBER SAL	.E		
	VERIFICATION OF WORKE	R'S DISABII IT	Y	Forest Management Unit:
	COMPENSATION ACT C			Forest Management Onit.
		-	- d	
VEDIEL	As required by Act 317, P.A. 1969 (Work Part 5 of Act 451 of 1994, as	amended.		
	CATION OF WORKER'S DISABILIT			
sale	e contract.		-	tract award and prior to the issuance of the timber
	Iddition, if boxes 2B or 2C are check nty-one (21) days of the contract awa			Certificate of Insurance must be submitted within e timber sale contract.
• All	Information must be typed or printed	except for written	signatures.	
Please	Check Appropriate Categories:			
-	business is organized as (you must	check <u>one</u> of the	boxes below):	:
	Sole Proprietorship (individual)			
	Partnership			
C. [Corporation			
2. You	u must check <u>one</u> of the boxes below	v:		
A. [I certify my business is a sole propriet Worker's Compensation Laws.	orship and it has no	employees but	the sole proprietor. I am not subject to the
	Exclusion (BWC-337, Rev. 5/96). I w questions or a copy of the BWC-337,	ill provide a copy of please call the Wor	the Notice of Ex ker's Compensa	sation Act through the use of an approved Notice of xclusion within 21 days of the contract award. (For ation Bureau at 517-322-1195). an original Certificate of Insurance within twenty-
	one (21) days of the contract award.			
	ou have checked item 2(A) or 2(B), n yourself, including family members			of both full-time and part-time employees, other ou must enter "0").
	Full-time Er	nnlovees		Part-time Employees
		npioyees		
Name of E	Business		Federal ID (or)	Social Security No.
Address			Telephone	
Otto		Otata		
City		State	ZIP	
	certify that the above information is s affecting my coverage during any o			tify the Michigan DNR of any changes that occur ions.
Signati	ure of Owner or Authorized Representative			
Title			Da	te

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

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

TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

BID FORM

A-niner Aspen (61-005-20) T24N, R15W, SEC. 26; Manistee COUNTY

In response to the notice of sale to be held 4:00 p.m. (local time) on July 9, 2020, 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 VOLUME*	ADVERTISED PRICE	BID PRICE/UNIT
B. T. Aspen	47.40 MBF	\$ 85.00/MBF	\$
Red Maple	1.40 MBF	\$ 88.00/MBF	\$
Sugar Maple	22.60 MBF	\$ 184.00/MBF	\$
Pulpwood			
B. T. Aspen	66.00 Cords	\$ 11.35/Cord	\$
Mixed Hardwood	80.00 Cords	\$ 10.75/Cord	\$

*The volumes are statistically estimated within plus (+) or minus (-) 26.12 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

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

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

Individual or company representative's signature: ______ Date:_____ Date:_____

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

TOF NATURAL BED	Michigan Department of Natur Forest Resources Div			FOR DEPARTMENT USE ONLY Sale Number (XX – XXX – XX – XX)			
adu Michigan - 57	TIMBER SAL	.E					
	VERIFICATION OF WORKE	R'S DISABII IT	Y	Forest Management Unit:			
	COMPENSATION ACT C			Forest Management Onit.			
		-	- d				
VEDIEL	As required by Act 317, P.A. 1969 (Work Part 5 of Act 451 of 1994, as	amended.					
	VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE						
sale	 This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract. 						
	iddition, if boxes 2B or 2C are check nty-one (21) days of the contract awa			Certificate of Insurance must be submitted within e timber sale contract.			
• All	Information must be typed or printed	except for written	signatures.				
Please	Check Appropriate Categories:						
-	business is organized as (you must	check <u>one</u> of the	boxes below):	:			
	Sole Proprietorship (individual)						
	Partnership						
C. [Corporation						
2. You	u must check <u>one</u> of the boxes below	v:					
A. [I certify my business is a sole propriet Worker's Compensation Laws.	orship and it has no	employees but	the sole proprietor. I am not subject to the			
	 B. I certify my business has satisfied its o bligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195). C. I certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty- 						
	one (21) days of the contract award.						
	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 Er	nnlovees		Part-time Employees			
		npioyees					
Name of E	Business		Federal ID (or)	Social Security No.			
Address			Telephone				
Otto		Otata					
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							
Title	Title Date						

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

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

TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

BID FORM

Northern Passage Aspen (61-006-20)

T24N, R14W, SEC. 19; T24N, R15W, SEC. 24; Manistee COUNTY

In response to the notice of sale to be held 4:00 p.m. (local time) on July 9, 2020, 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	VOLUME*	<u>AD</u>	VERTISED PRICE	BID PRICE/UNIT
B. T. Aspen	366.00	MBF	\$	85.00/MBF	\$
Beech	27.40	MBF	\$	54.00/MBF	\$
Black Cherry	79.10	MBF	\$	199.00/MBF	\$
Red Maple	213.20	MBF	\$	88.00/MBF	\$
Sugar Maple	64.90	MBF	\$	184.00/MBF	\$
Pulpwood					
B. T. Aspen	696.00	Cords	\$	11.35/Cord	\$
Mixed Hardwood	1,016.00	Cords	\$	10.75/Cord	\$

*The volumes are statistically estimated within plus (+) or minus (-) 12.04 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 AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.

Individual or company representative's signature:

Phone number : ______ Email (optional):_____

Date:

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

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

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

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