

### DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

#### **TIMBER SALE PROSPECTUS #4645**

SCHEDULED SALE DATE AND TIME: 3:00 p.m. (local time) on June 25, 2012. LOCATION: KALKASKA FIELD OFFICE, 2089 N BIRCH ST, KALKASKA, MI 49646.

PROSPECTUS NOTE: Boardman Swamp Mix, sale # 61-064-11-01, will require timber producers interested in bidding on this sale to attend a pre-bid meeting. Only bidders that attend the pre-bid meeting will be permitted to bid on this sale. This meeting will be held on June 16, 2012. @ 10:am @ 4726 Boardman Road, South Boardman, MI 49680. This will cover the details involved with crossing private property.

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, TRAVERSE CITY MANAGEMENT UNIT, for certain timber on the following described lands:

4 MINUTE MILE MIX (61-049-11-01) / T24N, R05W, SEC. 04, NENW, NWNE.

T25N, R05W, SEC. 28, NESW, NWSW; SEC 34: W1/2SW.

T25N, R05W, SEC. 33, W1/2NW, NWSW, SESW, S1/2SE, NESE.

Kalkaska County, Advertised Price \$8,026.00, 43.0 Acres

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

EAGLES & WARBLERS II (61-051-11-01) / T25N, R06W, SEC. 01, S1/2SE SEC. 11- SESE.

T25N, R06W, SEC. 12, W1/2SW, SWNW, N1/2NE.

T25N, R06W, SEC. 13, NWNW.

T25N, R06W, SEC. 14, NENE.

Kalkaska County, Advertised Price \$31,935.75, 78.0 Acres

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

INDEPENDENCE PINE (61-058-11-01) / T27N, R08W, SEC. 22, W1/2NW, N1/2SW.

Kalkaska County, Advertised Price \$16,848.65, 78.0 Acres

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

BOARDMAN SWAMP MIX (61-064-11-01) / T26N, R08W, SEC. 15, NESW, S1/2NW, NENW.

Kalkaska County, Advertised Price \$7,584.40, 44.0 Acres

SALE NOTE: Mandatory pre-bid meeting will be June 16, 2012 @ 10:00am @ 4726 Boardman Road, South Boardman, MI 49680

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

BIG CAT RED PINE (61-078-11-01) / T28N, R07W, SEC. 34, SWSE.

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

#### BID INSTRUCTIONS (VER. 02/13/2012):

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

Bids must be received by the Unit Manager, KALKASKA OFFICE, 2089 N BIRCH ST, KALKASKA, MI 49646, no later than 3:00 p.m. (local time) on June 25, 2012. For further information concerning this sale, contact Dave Lemmien at 231-922-5280 extension 6840.

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

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

#### 3. Preparation of Sealed Bids (1/11)

Bids shall be manually signed in ink; bid prices must be entered for each species and product in the Bid Price column for all material subject to bidding; and all fill-in blanks must be completed. If erasures or other changes appear on the forms, each erasure or change must be initialed by the person signing the bid.

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

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

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

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

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

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

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

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

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

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

#### 9. Timber Sale Contract (1/11)

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

the included timber by the termination date.

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

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

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

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

Unless otherwise indicated in the contract under section 7 – Other Conditions of the Sale Specific Conditions & Requirements, the area encompassed by this timber sale is certified to the standards of the Forest Stewardship Council (FSC) - Certificate #SCS-FM/COC-00090N and the Sustainable Forestry Initiative (SFI) - Certificate # NSF-SFIS-5Y031-S1. Forest products from this sale may be delivered to the mill as "FSC Pure 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.

RODNEY STOKES
Director

#### TIMBER SALE INFORMATION

#### 4 MINUTE MILE MIX (61-049-11-01)

T24N, R05W, SEC. 04; T25N, R05W, SEC. 28; T25N, R05W, SEC. 33.

Kalkaska County (Advertised Price \$8,026.00)

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

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

PRODUCTS & SPECIES	<b>ESTIMATED UNITS*</b>	<u>ADV</u>	ERTISED PRICE
Sawlogs			
Red Pine	12.60 MBF	\$	122.00 / MBF
Pulpwood			
Mixed Aspen	214.00 Cords	\$	19.15 / Cord
Mixed Hardwood	85.00 Cords	\$	12.70 / Cord
Mixed Pine	149.00 Cords	\$	8.80 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 20.50 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 \$400.00 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	28%
02	28%
03	22%
04	22%

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

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

Sale Name: 4 Minute Mile Mix Sale Number: 61-049-11-01

#### 1 - Sale Area

#### 1.2 - Boundaries

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

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

#### 2 - Timber Specifications

#### 2.1 - Included Timber

#### 2.1.1 - Clearcut unit(s) with unmerchantable trees (4/09)

Within Payment Unit(s) 1A, 1B, 1C, 1D, 1E, 2 and 3, cut all trees that are two (2) inches or more in diameter measured at a point four and one-half (4-1/2) feet above ground level regardless of merchantability except oak.

#### 2.1.4 - Species designation unit(s) (12/08)

Within Payment Unit(s) 4B, all jack pine and aspen trees which meet minimum piece specifications in 2.2 Utilization are designated for cutting.

#### 2.1.5 - Overstory removal unit(s) (12/08)

Within Payment Unit(s) 4A, all aspen trees with DBH equal to or greater than 6 inches which meet minimum piece specifications in 2.2 Utilization, are designated for cutting.

#### 2.1.11 - Description of timber note (2/04)

Note that Mixed Pine Pulpwood includes mostly jack pine but also some white pine and red pine and that Mixed Hardwood Pulpwood contains mostly red maple but also some red oak and black cherry.

#### 3 - Payments

#### 3.4 - Damaged Timber

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

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured. In addition, extreme care should be taken to avoid damage to tree seedlings and saplings. Damage to residual trees (defined as breaking of the cambium layer, broken tops or bending of trees from their natural position) is not acceptable.

Within Unit 4A, if more than 25% of the tree seedlings or saplings (1/4" to 4.5" DBH) within a specified portion of the sale area are damaged, liquidated damages will be assessed at \$300 per acre for all acreage within that specified portion of the sale area that was damaged.

No damage is acceptable to merchantable trees. Within Unit 4A, if more than 10% of trees (> 4.5" DBH) within a specified area of the sale are damaged, liquidated damages will be assessed for all trees damaged. Rates will be in accordance with General Condition and Requirement 3.4 Damaged Timber.

#### 4 - Transportation

#### 4.1 - Construction

#### 4.1.6 - 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.

#### 5 - Operations

#### 5.1 - Notification

#### 5.1.1 - Pre-sale conference (12/08)

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

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

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

#### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

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

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

#### 5.2.1.2 - Slash Removal

#### 5.2.1.2.1 - Slash removal, right-of-way (12/04)

All slash must be removed at least 10 feet from the cleared right-of-way of forest roads.

#### 5.2.1.10 - No slash in openings (5/10)

No brush or logging debris is to be left in the maintained wildlife openings which are indicated by G0 or U2 on the Timber Sale Map. Any damage to the opening shall be repaired according to specifications of the Unit Manager or his/her representative.

#### 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.

#### 5.2.17 - Crane Mats/Timber Mats (9/11)

Some roads or skid trails may require extra protection such as that afforded by Crane Mats/Timber Mats. If available, Crane Mats/Timber Mats may be borrowed from the DNR and are located at the Marquette OSC and the Grayling Field Office. Contact the sale administrator for specific details. A timber Sale Contract Supplement will be used to document the Purchaser's use of the DNR's Crane Mats/Timber Mats. It is the responsibility of the Purchaser to contact the sale administrator to schedule pick up and drop off. In addition, all mats must be cleaned prior to drop off. A charge of \$350.00 will be assessed for all damaged or non-returned mats. Damage is defined as misuse resulting in three or more broken cants.

#### 5.2.22 - Operating Caution

#### 5.2.22.1 - Operating caution (12/04)

It is recommended, but not required, that within Payment Unit(s) 2 and 3, cutting, skidding, and hauling occur during dry summer or frozen winter conditions. This restriction is because of wet ground.

#### 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 (8/09)

Portions of Maple Road and an unnamed road to the south are part of Snowmobile Trail #76 and are shown on the Timber Sale Map. This trail may only be used for hauling during the snowmobile season (approximately December 1 to March 31) if no reasonable alternative can be identified and with permission of Unit Manager or his representative. 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. If the trail is to be used for hauling during the snowmobile season, a snow covered base must be left on the trail. If the trail road is used for hauling during the off-season, it must be graded to the satisfaction of the Unit Manager or his representative prior to December 1st.

#### 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.

#### 5.4.5 - Soil caution (11/04)

Care must be taken to minimize soil damage on the skid trail between Payment Unit 2 and Payment Unit 3. Trees and brush may be cut at ground level and laid in the trail, but no fill dirt may be used. A winter trail may also be frozen in. All material used to build the skid trail must be removed and scattered within the sale area when skidding is complete.

#### 6 - Safety and Fire Prevention

#### 6.2 - Signing

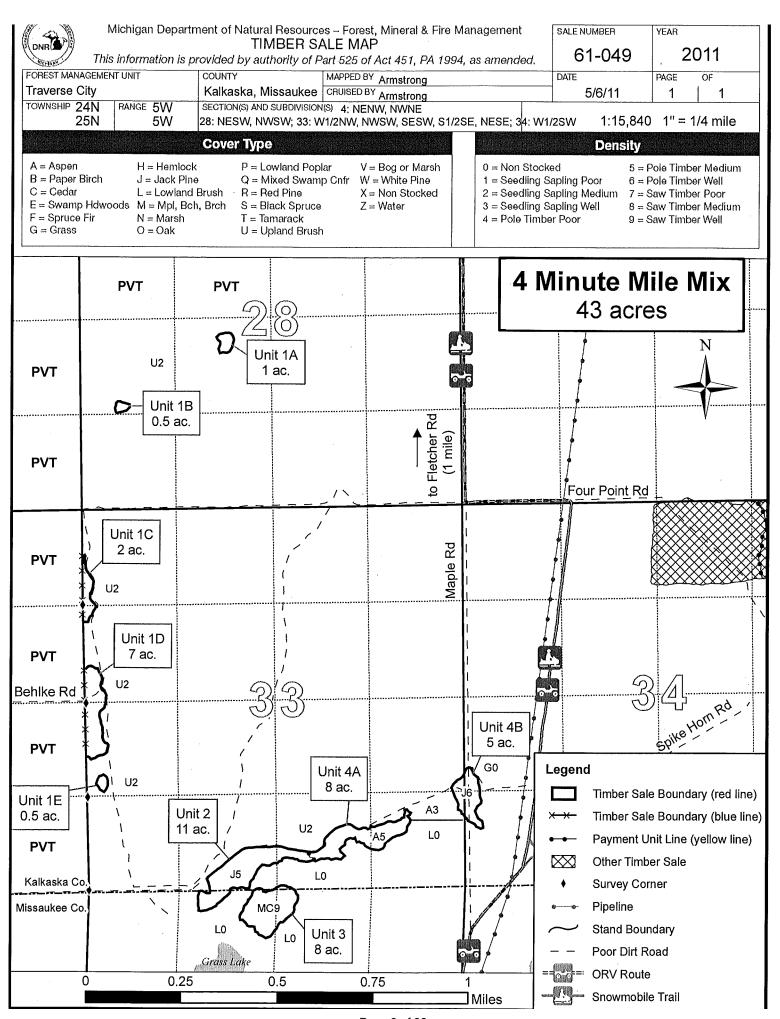
#### 6.2.2 - Snowmobile trail posting (8/09)

The Purchaser is responsible for posting and maintaining caution signs on Maple Road/Snowmobile Trail #76 (if it is used for hauling) prior to beginning operations during the snowmobile season (approximately December 1 to March 31). The trail must be posted 200 feet from both ends of 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.

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

The Purchaser is responsible for posting and maintaining caution signs on Maple Road and unnamed roads that are part of ORV Route 76 (if it is used for hauling) prior to beginning operations. The trail must be posted 200 feet from both ends of the sale area to warn of logging activity and truck traffic at both ends of the trail. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

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#### TIMBER SALE INFORMATION

#### EAGLES & WARBLERS II (61-051-11-01)

T25N, R06W, SEC. 01; T25N, R06W, SEC. 12; T25N, R06W, SEC. 13; T25N, R06W, SEC. 14.

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

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

PRODUCTS & SPECIES	ESTIMATED UNITS*	<u>AD\</u>	/ERTISED PRICE
Sawlogs			
Red Pine	99.00 MBF	\$	111.00 / MBF
Pulpwood			
Jack Pine	1,251.00 Cords	\$	10.10 / Cord
Red Pine	222.00 Cords	\$	35.00 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$541.65:

PRODUCTS & SPECIES	<b>ESTIMATED UNITS*</b>	<u>ADV</u>	ERTISED PRICE
Pulpwood			
Red Maple	41.00 Cords	\$	10.85 / Cord
White Pine	22.00 Cords	\$	4.40 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 11.66 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 \$1,600.00 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	12%
02	11%
03	77%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2014.

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

Sale Name: Eagles & Warblers Ii Sale Number: 61-051-11-01

#### 1 - Sale Area

#### 1.2 - Boundaries

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

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

#### 2 - Timber Specifications

#### 2.1 - Included Timber

#### 2.1.1 - Clearcut unit(s) with unmerchantable trees (4/09)

Within Payment Unit(s) 3, cut all trees that are two (2) inches or more in diameter measured at a point four and one-half (4-1/2) feet above ground level regardless of merchantability except oak.

#### 2.1.4 - Species designation unit(s) (12/08)

Within Payment Unit(s) 1, all jack pine and red maple trees are designated for cutting regardless of merchantability.

#### 2.1.8 - Designated plantation row unit(s) (12/08)

Within Payment Unit(s) 2, all trees which meet minimum piece specifications in 2.2 Utilization, within designated plantation rows are designated for cutting. Designated plantation rows begin with the third row in from the outside of the plantation, then continue every third row. Because of the variability of row direction, it shall be the responsibility of the producer to maintain the third row sequence. Do not cut oak.

#### 3 - Payments

#### 3.3 - Pre-measured Sales

#### 3.3.4 - Dividing payment units (12/08)

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

#### 3.4 - Damaged Timber

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

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured. In addition, extreme care should be taken to avoid damage to tree seedlings and saplings. Damage to residual trees (defined as breaking of the cambium layer, broken tops or bending of trees from their natural position) is not acceptable.

Within Unit 1, if more than 25% of the tree seedlings or saplings (1/4" to 4.5" DBH) within a specified portion of the sale area damaged, liquidated damages will be assessed at \$300.00 per acre for all acreage within that specified portion of the sale area that was damaged.

#### 4 - Transportation

#### 4.1 - Construction

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

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

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

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

#### 4.1.7 - Road closure (4/07)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. Some existing roads may also need to be closed, see the timber sale map for locations. In general, this will require constructing a four (4') foot high berm constructed of stumps and logs covered with earth. Stumps and brush must be placed along the remainder of the trail. These roads must be rendered impassable to cars and trucks. All stumps from road building and landing construction must be reserved to block any newly constructed roads upon completion of the sale. These stumps must be scattered along the road system to prohibit vehicular movement.

#### 5 - Operations

#### 5.1 - Notification

#### 5.1.1 - Pre-sale conference (12/08)

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.

#### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

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

To facilitate reforestation, Payment Unit 3 shall be left with slash evenly distributed. Bunched tops within the cutting area shall be broken up and scattered. Stumps shall be cut low to the ground. Processing sites shall not be left with a compacted layer of slash; tops from these sites shall be hauled back into the cut area and scattered.

#### 5.2.17 - Crane Mats/Timber Mats (9/11)

Some roads or skid trails may require extra protection such as that afforded by Crane Mats/Timber Mats. If available, Crane Mats/Timber Mats may be borrowed from the DNR and are located at the Marquette OSC and the Grayling Field Office. Contact the sale administrator for specific details. A timber Sale Contract Supplement will be used to document the Purchaser's use of the DNR's Crane Mats/Timber Mats. It is the responsibility of the Purchaser to contact the sale administrator to schedule pick up and drop off. In addition, all mats must be cleaned prior to drop off. A charge of \$350.00 will be assessed for all damaged or non-returned mats. Damage is defined as misuse resulting in three or more broken cants.

#### 5.2.41 - Snowmobile trail protection (8/09)

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. 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.

#### 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.

Section Name: Sale Specific Current as of 12/9/2011 11:42:42AM

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

Sale No. Year Sale Type

61-051 11 This information provided under authority of Part 525, Act 451 of 1994, as amended. 01 State Forest and Forest Management Unit: Mapped & Cruised By: Pere Marquette State Forest-Traverse City Mgt. Unit | Donna Hagan September 2, 2011 Township

Range Section(s) 25 N 14 - NENE Scale: 1:15840 06 W <u>1 - S1/2SE 11 - SESE 12 - W1/2SW, SWNW, N1/2NE 13 - NWNW</u> Cover Type Density A=Aspen B=Paper Birch H=Hemlock J=Jack Pine P=Lowland Poplar Q=Mixed Swamp Cnfr R=Red Pine V=Bog or Marsh W=While Pine X=Non Stocked 1=Non Stocked 7=Saw Timber Poor 2=Seedling Sapling Poor 3=Seedling Sapling Well 4=Pole Timber Poor 8=Saw Timber Medium C=Cedar L=Lowland Brush 9=Saw Timber Well E=Swamp Hdwoods M=Mpl, Bch, Brch N=Marsh S=Black Spruce Z≃Water F=Spruce Fir T=Tamarack U=Upland Brush 5=Pole Timber Medium 6=Pole Timber Well G=Grass 1 Miles Military Road Eagles & Warblers II 78 Acres 02 Type Lines J5 J6 Corners 03, 04 Eagles & Warblers II Unit 1 Miris Corners 16 Acres Big Devil Creek J6,07 Roads Forest Road
County Road МЗ rail Barail Snowmobile Trail J3 **PVT** 11 R6 ニニペニ I) Unit 2 13 Acres R6 **PVT** Q6 J3 Block E6 R9 **PVT** =>=====

Unit 3 49 Acres J6

Clark Road

#### TIMBER SALE INFORMATION

#### INDEPENDENCE PINE (61-058-11-01)

T27N, R08W, SEC. 22.

Kalkaska County (Advertised Price \$16,848.65)

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

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

PRODUCTS & SPECIES	<b>ESTIMATED UNITS*</b>	AD\	/ERTISED PRICE
Sawlogs			
Red Pine	57.40 MBF	\$	139.00 / MBF
Pulpwood			
Jack Pine	241.00 Cords	\$	18.50 / Cord
Red Pine	58.00 Cords	\$	57.15 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$1,096.85:

PRODUCTS & SPECIES	<b>ESTIMATED UNITS*</b>	<u>ADV</u>	ERTISED PRICE
Sawlogs White Pine Pulpwood	6.70 MBF	\$	60.00 / MBF
Mixed Aspen	9.00 Cords	\$	20.50 / Cord
Red Maple	21.00 Cords	\$	18.55 / Cord
White Pine	16.00 Cords	\$	7.55 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 23.93 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:**

- A bond in the amount of \$850.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
  - (c) Payment for each of the following units must be made before cutting begins in that unit:

PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
01	16%
02	12%
03	72%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2014.

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

Sale Name: Independence Pine Sale Number: 61-058-11-01

#### 1 - Sale Area

#### 1.2 - Boundaries

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

The sale boundary and Payment Unit boundaries are marked and identified by red and yellow paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint. Do not cut painted boundary line trees.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

#### 2.1.1 - Clearcut unit(s) with unmerchantable trees (4/09)

Within Payment Unit(s) 2A and 2B, cut all jack pine, aspen and red maple trees that are two (2) inches or more in diameter measured at a point four and one-half (4-1/2) feet above ground level regardless of merchantability.

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

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

#### 2.1.4 - Species designation unit(s) (12/08)

Within Payment Unit(s) 1, all jack pine trees are designated for cutting which meet minimum piece specifications in 2.2 Utilization.

#### 3 - Payments

#### 3.3 - Pre-measured Sales

#### 3.3.4 - Dividing payment units (12/08)

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

#### 3.4 - Damaged Timber

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

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured. In addition, extreme care should be taken to avoid damage to tree seedlings and saplings. Damage to residual trees (defined as breaking of the cambium layer, broken tops or bending of trees from their natural position) is not acceptable.

Within the sale area, if more than 25% of the tree seedlings or saplings (1/4" to 4.5" DBH) within a specified portion of the sale area are damaged, liquidated damages will be assessed at \$300 per acre for all acreage within that specified portion of the sale area that was damaged.

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

#### 4 - Transportation

#### 4.1 - Construction

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

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.

#### 4.1.12 - No new roads (6/10)

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

#### 5.1 - Notification

#### 5.1.1 - Pre-sale conference (12/08)

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

#### 5.1.3 - Well heads and natural gas pipelines (7/07)

The Purchaser is responsible for contacting the BreitBurn Energy at (231) 258-6712 prior to operating equipment in the vicinity of well heads or natural gas pipelines.

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

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

#### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

#### 5.2.1.2 - Slash Removal

#### 5.2.1.2.1 - Slash removal, right-of-way (12/04)

All slash must be removed at least 10 feet from the cleared right-of-way of forest roads.

#### 5.2.1.9 - No Slash:pipe/powerline, oil/gas sites (2/04)

All pipelines, power lines, oil or gas storage sites and related access roads are to remain free of slash at all times.

#### 5.2.2 - Hazard Trees/Snags

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

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

#### 5.2.3 - Operating Restrictions

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

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

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

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

#### 5.4 - Soil Protection

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

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

#### 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 Independence Drive prior to beginning operations. The road must be posted 200 feet from both ends of the sale area to warn of logging activity and truck traffic. Signs must be

	removed when harvest	operations are suspended of	or completed.	The Purchase	r will provide these	e signs.		
cti	ion Name: Sale Sp	ecific			Current as of	4/3/2012	4:53:32P	М

Sec

DNR		TIMBER	urces – Forest, Mineral & SALE MAP of Part 525 of Act 451, F	*	SALE NUMBER 61-058	YEAR 2011
FOREST MANAGE	MENT UNIT	COUNTY	MAPPED BY Armstrong		DATE	PAGE OF
Traverse Cit	y RANGE	Kalkaska	CRUISED BY Armstrone	, Crigier, Cotant	6/30/11	1 1 1
27N	8W	SECTION(S) AND SUBDIVIS 22: W1/2NW, N1/	• •		1:15,840 1"	= 1/4 mile
		Cover Type			. Density	
A = Aspen	H = Hemlock	P = Lowland F	Poplar V = Bog or Ma	rsh 0 = Non 8		Pole Timber Medium
B = Paper Birch C = Cedar	) J = Jack Pine L = Lowland E	Q = Mixed Sw Brush $R' = Red Pine$	amp Cnfr W = White Pin X = Non Stock	l i	ling Sapling Poor 6 = ling Sapling Medium 7 =	Pole Timber Well
E = Swamp Hd	woods M = Mpl, Bch, N = Marsh	Brch S = Black Spri T = Tamarack		3 = Seed	ling Sapling Well 8 =	Saw Timber Medium
G = Grass	O = Oak	U = Upland Br	rush	4 = 2010	Himber Poor 9 =	Saw Timber Well
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1	16 ac		Unit 2A	/		
/		J6	<sub>J5</sub> 8 acres			
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		MC5	W Unit 2B			
		R8 75	5 acres	PVT		
<b>О</b> Л						
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		R8 C	/IC8			
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		مَ			Timber Sale Bound	
	<u> </u>				Payment Unit Line	(yellow)
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		프		•	Pipeline	
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Page 19 of 38						

#### TIMBER SALE INFORMATION

#### BOARDMAN SWAMP MIX (61-064-11-01)

T26N, R08W, SEC. 15.

Kalkaska County (Advertised Price \$7,584.40)

SALE NOTE: Mandatory pre-bid meeting will be June 16, 2012 @ 10:00am @ 4726 Boardman Road, South Boardman, MI 49680

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

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

PRODUCTS & SPECIES	<b>ESTIMATED UNITS*</b>	<u>ADV</u>	ERTISED PRICE
Sawlogs			
Red Maple	15.00 MBF	\$	95.00 / MBF
White Pine	9.10 MBF	\$	51.00 / MBF
Pulpwood			
Jack Pine	103.00 Cords	\$	13.20 / Cord
Mixed Aspen	79.00 Cords	\$	18.70 / Cord
Mixed Hardwood	221.00 Cords	\$	10.90 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$449.50:

PRODUCTS & SPECIES	ESTIMATED UNITS*	ADVERTISED PRICE	
Pulpwood			
Balsam Fir	8.00 Cords	\$	12.60 / Cord
Scotch Pine	8.00 Cords	\$	4.00 / Cord
Tamarack	4.00 Cords	\$	13.60 / Cord
White Pine	43.00 Cords	\$	6.10 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 21.42 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 \$750.00 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 82%

02 18%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2014.

#### Sale Specific Conditions & Requirements

Sale Name: Boardman Swamp Mix Sale Number: 61-064-11-01

#### 1 - Sale Area

#### 1.2 - Boundaries

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

The sale boundary and payment unit lines are marked and identified by blue & red paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with red paint on both sides of the tree.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

#### 2.1.1 - Clearcut unit(s) with unmerchantable trees (4/09)

Within Payment Unit(s) 2, cut all jack pine and scotch pine trees that are four (4") inches or more in diameter measured at a point four and one-half (4-1/2) feet above ground level regardless of merchantability.

#### 2.1.7 - Leave tree marked unit(s) (10/09)

Within Payment Unit(s) 1, all trees which meet minimum piece specifications in 2.2 Utilization are designated for cutting, except cedar, hemlock, yellow birch, red pine and trees marked with green paint above and below stump height.

#### 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 Unit 1. All products must be produced as roundwood and forwarded to existing roads or landing areas in final product length.

#### 2.2.10 - No chipping tops and limbs (12/08)

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

#### 4 - Transportation

#### 4.1 - Construction

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

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

#### 4.1.7 - Road closure (4/07)

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 constructed of stumps and logs covered with earth. Stumps and brush must be placed along the remainder of the trail. These roads must be rendered impassable to cars and trucks. Contact the sale administrator for specific details of design and placement.

#### 4.2 - Maintenance

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

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

#### 4.4 - Access

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

Permission for access across private land is the responsibility of the purchaser. Contact Jeff Perrin for the details involved with crossing his property. 269-556-1277. All of the info regarding crossing private property will be discussed at the pre-bid meeting.

#### 5 - Operations

#### 5.1 - Notification

#### 5.1.1 - Pre-sale conference (12/08)

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.

#### 5.1.3 - Well heads and natural gas pipelines (7/07)

The Purchaser is responsible for contacting the gas or pipeline company prior to operating equipment in the vicinity of well heads or natural gas pipelines.

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

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

#### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

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

No slash or tree tops may exceed 36 inches in height.

#### 5.2.22 - Operating Caution

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

It is recommended, but not required, that within Payment Unit(s) 1, cutting and skidding occur during dry summer or frozen winter conditions. The reason for the recommendation is because of poorly drained soil.

#### 5.4 - Soil Protection

#### 5.4.5 - Soil caution (11/04)

Care must be taken to minimize soil damage due to the wet soils.

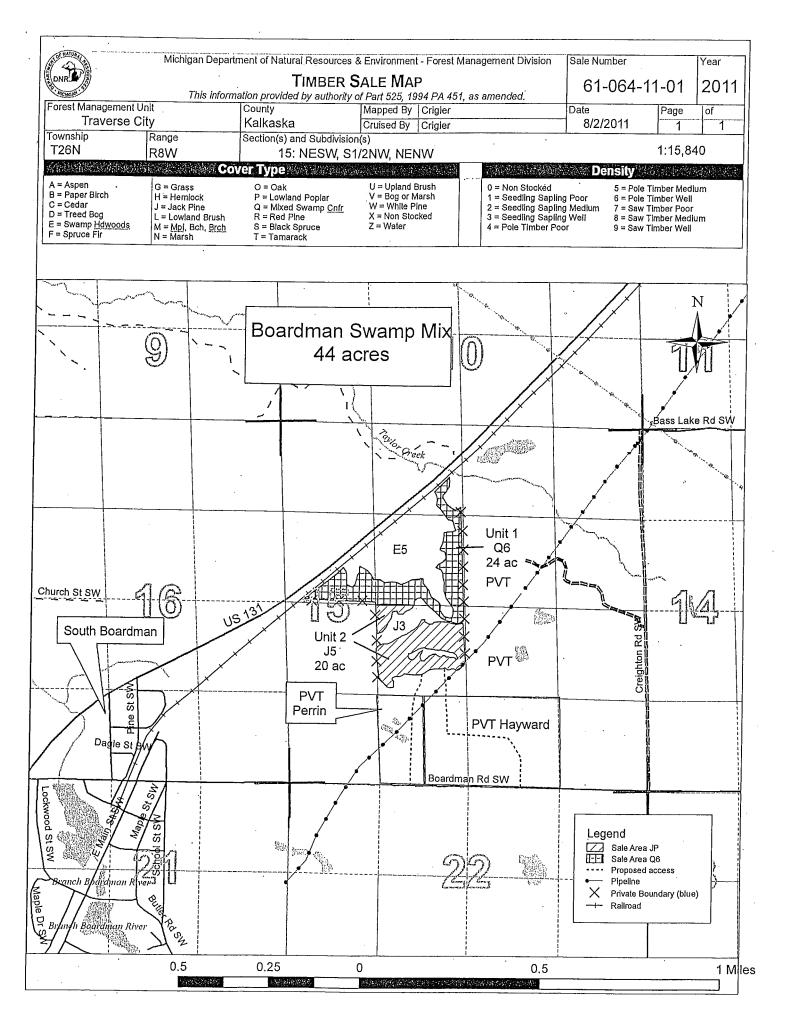
#### 6 - Safety and Fire Prevention

#### 6.2 - Signing

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

The purchaser is responsible for posting and maintaining caution signs on Boardman 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 4/3/2012 4:10:17PM



#### TIMBER SALE INFORMATION

#### BIG CAT RED PINE (61-078-11-01)

T28N, R07W, SEC. 34.

Kalkaska County (Advertised Price \$12,393.85)

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

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

<u>PRODUCTS & SPECIES</u> <u>ESTIMATED UNITS\*</u> <u>ADVERTISED PRICE</u>

Pulpwood

Red Pine 316.00 Cords \$ 38.30 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$291.05:

PRODUCTS & SPECIES	<b>ESTIMATED UNITS*</b>	<u>ADV</u>	ADVERTISED PRICE		
Pulpwood					
Jack Pine	6.00 Cords	\$	15.60 / Cord		
Mixed Aspen	11.00 Cords	\$	17.95 / Cord		

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 16.31 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 \$800.00 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

UNIT NUMBER PERCENT OF TOTAL SALE VALUE
01 52%

02 48%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2013.

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

Sale Name: Big Cat Red Pine Sale Number: 61-078-11-01

#### 1 - Sale Area

#### 1.2 - Boundaries

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

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

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 2, cut all species oftrees that are two (2) inches or more in diameter measured at a point four and one-half (4-1/2) feet above ground level regardless of merchantability.

#### 2.1.8 - Designated plantation row unit(s) (12/08)

Within Payment Unit(s) 1, all red pine trees which meet minimum piece specifications in 2.2 Utilization, within designated plantation rows are designated for cutting. Designated plantation rows are every fourth row. Begin with the fourth row in from the outside of the plantation, then continue every fourth row. Because of the variability of row direction, it shall be the responsibility of the producer to maintain the third row sequence. In addition cut all jack pine and aspen within unit 1.

#### 2.2 - Utilization

#### 2.2.2 - Chipping required (1/11)

Payment Unit 2 must be chip harvested to facilitate subsequent planting operations. The purchaser has the option to produce sawlogs or pulpwood bolts, but the remaining portion of the trees must be chipped and hauled. The requirement to retain approximately 1/6 to 1/3 of tree tops and limbs less than four inches in diameter does not apply (G. C. & R. 2.2). This is because of planting operations and fire damaged timber.

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

Stump heights within Payment Unit 2 shall not exceed 6 inches for all trees. This is in order to facilitate planting operations.

#### 3 - Payments

#### 3.3 - Pre-measured Sales

#### 3.3.4 - Dividing payment units (12/08)

Payment unit(s) 1 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.

#### 4 - Transportation

#### 4.1 - Construction

#### 4.1.12 - No new roads (6/10)

No new roads will be permitted. All operations are limited to existing roads.

#### 5 - Operations

#### 5.1 - Notification

#### 5.1.1 - Pre-sale conference (12/08)

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 2 days in advance to schedule the conference.

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

A post-sale conference on site between the Purchaser and sale administrator is required 2 days prior to the completion of active logging operations to determine clean-up and repair of landings, road edges, and the fulfillment of other contract

specifications.

#### 5.2 - Conduct of Operations

#### 5.2.3 - Operating Restrictions

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

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

#### 5.2.39 - ORV trail/route protection (1/09)

The Leetsville ORV trail is shown on the Timber Sale Map. Do not cut trees or damage posts with orange ORV markers. Maintain a 10 foot wide slash, debris, and rut free zone daily using the ORV trail or route as the centerline. Do not run equipment down the ORV trail or route. mSkidding across the trail or route may only occur in locations approved by the sale administrator.

#### 6 - Safety and Fire Prevention

#### 6.2 - Signing

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

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

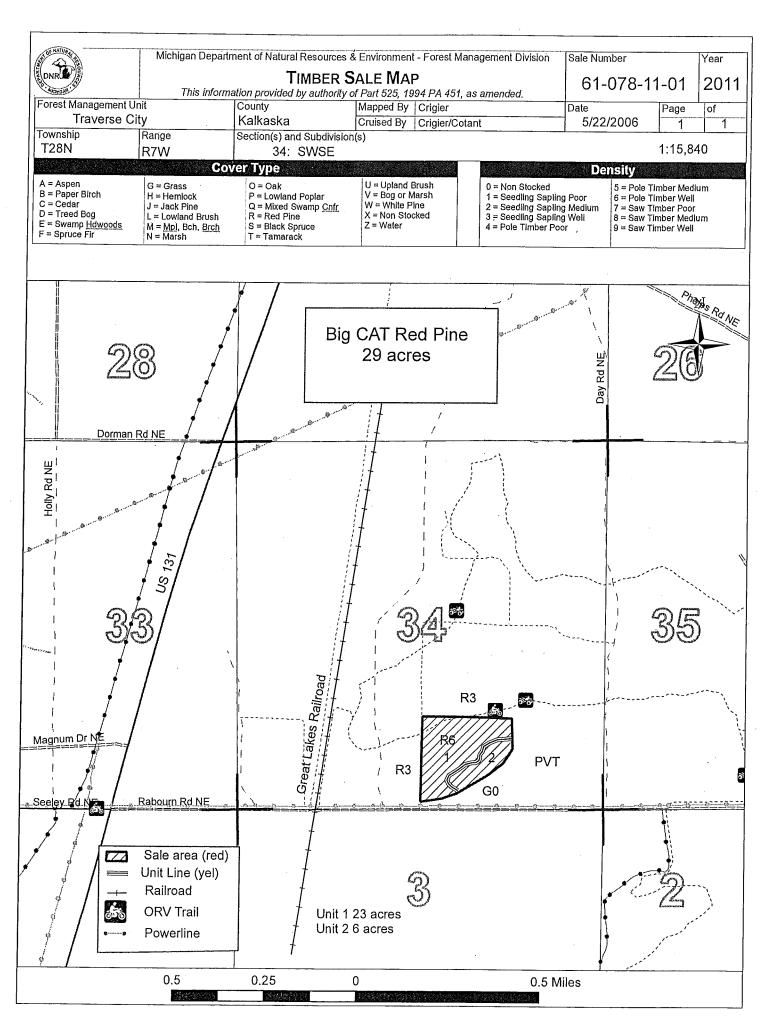
#### 7 - Other Conditions

#### 7.5 - Loss

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

The sale area has received damage from a wildfire in unit 2. The purchaser should harvest the wood as soon as possible. The Department of Natural Resources is held free of responsibility of any further damage or deterioration due to delay in harvesting.

Section Name: Sale Specific Current as of 4/5/2012 5:58:27PM



EEDEDAL ID

#### **BID FORM**

#### 4 MINUTE MILE MIX (61-049-11-01)

T24N, R05W, SEC. 04; T25N, R05W, SEC. 28; T25N, R05W, SEC. 33, Kalkaska County

In response to the notice of sale to be held 3:00 p.m. (local time) on June 25, 2012, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	<u>ESTIMATE</u>	D UNITS*	AD\	VERTISED PRICE	BID P	RICE
Sawlogs						
Red Pine	12.60	MBF	\$	122.00 / MBF	\$	/ MBF
Pulpwood						
Mixed Aspen	214.00	Cords	\$	19.15 / Cord	\$	/ Cord
Mixed Hardwood	85.00	Cords	\$	12.70 / Cord	\$	/ Cord
Mixed Pine	149.00	Cords	\$	8.80 / Cord	\$	/ Cord

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

	FEDERAL ID:	or SOCI	AL SECURITY NUMBER:				
	Company or individual bidding						
	Company representative's name:						
	Address:						
	City:	State:	Zip:				
ا F AVAIL	City:ABLE, PLEASE PLACE THE P				OX.		
		ERSONALIZED LABE	EL FROM YOUR PROSPE	ECTUS IN THE ABOVE BO			

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 20.50 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.



Title

Michigan Department of Natural Resources & Environment Forest Management Division

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

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

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

	VERIFICATION OF WOR	RKER'S DISABIL	LITY COMPENSATION ACT COMPLIANCE				
•	This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.						
•	In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within 21 days of the contract award and prior to the issuance of the timber sale contract.						
•	All Information must be typed or printed e	xcept for written s	signatures.				
Ple	ease Check Appropriate Categories:						
1.	My business is organized as (you <b>must</b> check <u>one</u> of the boxes below):  A.   Sole Proprietorship (individual)  B.   Partnership  C.   Corporation						
2.	Worker's Compensation Laws.  B. I certify that my business has satis Notice of Exclusion (BWC-337, Rev award. (For questions or a copy of tl C. I certify that my business has a Wordays of the contract award.	proprietorship and it fied its obligation to . 5/96). I will provious the BWC-337, pleas ker's Compensation	it has no employees but the sole proprietor. I am not subject to the to the Worker's Compensation Act through the use of an approved ride a copy of the Notice of Exclusion within 21 days of the contract se call the Worker's Compensation Bureau at 517-322-1195). On Policy. I will provide an original Certificate of Insurance within 21 of the number of <b>both</b> full-time and part-time employees, other ters (if none, you must enter "0").				
	Full-time Er	nployees	Part-time Employees				
Nan	ne of Business		Federal ID (or) Social Security No.				
Add	ress		Telephone ( )				
City		State	ZIP				
	ereby certify that the above information is our in factors affecting my coverage durin		t. I agree to notify the Michigan DNRE of any changes that sent and future operations.				
-	Signature of Owner or Authorized Representative						

Date

#### **BID FORM**

#### EAGLES & WARBLERS II (61-051-11-01)

T25N, R06W, SEC. 01; T25N, R06W, SEC. 12; T25N, R06W, SEC. 13; T25N, R06W, SEC. 14, Kalkaska County

In response to the notice of sale to be held 3:00 p.m. (local time) on June 25, 2012, 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	<b>ESTIMATE</b>	D UNITS*	AD\	/ERTISED PRICE	<b>BID PRICE</b>	
Sawlogs						
Red Pine	99.00	MBF	\$	111.00 / MBF	\$	_ / MBF
Pulpwood						
Jack Pine	1,251.00	Cords	\$	10.10 / Cord	\$	/ Cord
Red Pine	222.00	Cords	\$	35.00 / Cord	\$	/ Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$541.65:

PRODUCTS & SPECIES	ESTIMATED UNITS*	ADV	ERTISED PRICE
Pulpwood			
Red Maple	41.00 Cords	\$	10.85 / Cord
White Pine	22.00 Cords	\$	4.40 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 11.66 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

	FEDERAL ID:	or SOCI	AL SECURITY NUMBER	R:					
	Company or individual bidding:								
	Company representative's na	ame:							
	Address:								
	City:	State:	Zip:						
IF AVAIL	ABLE, PLEASE PLACE THE F	PERSONALIZED LAB	EL FROM YOUR PROSF	PECTUS IN THE ABOVE BOX.	_				
Individual	I or company representative's	signature:		Date:					
Phone nu	ımber :		Email (optional):						



Michigan Department of Natural Resources & Environment Forest Management Division

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

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

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

	VERIFICATION OF WORKER'S DISABILI	TY COMPENSATION ACT COMPLIANCE				
•	This verification must be completed and submitted within 21 sale contract.	days of contract award and prior to the issuance of the timber				
•	In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within 21 days of the contract award and prior to the issuance of the timber sale contract.					
•	All Information must be typed or printed except for written signatures.					
Ple	ease Check Appropriate Categories:					
1.	My business is organized as (you <b>must</b> check <u>one</u> of the karange	ooxes below):				
2.	Worker's Compensation Laws.	has no employees but the sole proprietor. I am not subject to the				
	Notice of Exclusion (BWC-337, Rev. 5/96). I will provid award. (For questions or a copy of the BWC-337, please	the Worker's Compensation Act through the use of an approved e a copy of the Notice of Exclusion within 21 days of the contract call the Worker's Compensation Bureau at 517-322-1195).  Policy. I will provide an original Certificate of Insurance within 21				
3.	days of the contract award.  If you have checked item 2(A) or 2(B), you <b>must</b> indicate to	he number of <b>both</b> full-time and part-time employees, other				
	than yourself, including family members and active partner	s (il none, you must enter 0).				
	Full-time Employees	Part-time Employees				
Nam	ne of Business	Federal ID (or) Social Security No.				
Add	ress	Telephone ( )				
City	State	ZIP				
	ereby certify that the above information is true and correct. Fur in factors affecting my coverage during any of my prese					
5	Signature of Owner or Authorized Representative					
-	Title	Date				

## TRAVERSE CITY MANAGEMENT UNIT KALKASKA OFFICE

#### INDEPENDENCE PINE (61-058-11-01) T27N, R08W, SEC. 22, Kalkaska County

In response to the notice of sale to be held 3:00 p.m. (local time) on June 25, 2012, 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	<b>ESTIMATED</b>	UNITS*	AD\	ERTISED PRICE	<b>BID PRICE</b>	
Sawlogs						
Red Pine	57.40	MBF	\$	139.00 / MBF	\$	_ / MBF
Pulpwood						
Jack Pine	241.00	Cords	\$	18.50 / Cord	\$	/ Cord
Red Pine	58.00	Cords	\$	57.15 / Cord	\$	_ / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$1,096.85:

PRODUCTS & SPECIES	ESTIMATED UNITS*		ADVERTISED PRICE		
Sawlogs	0.70 MD	-	00.00 / MDE		
White Pine	6.70 MBI	<b>⊦</b> \$	60.00 / MBF		
Pulpwood					
Mixed Aspen	9.00 Cor	ds \$	20.50 / Cord		
Red Maple	21.00 Cor	ds \$	18.55 / Cord		
White Pine	16.00 Cor	ds \$	7.55 / Cord		

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 23.93 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

	FEDERAL ID:						
	Company or individual bidding:						
	Company representative's name:						
	Address:						
	City:	State:	Zip:				
F AVAILA	F AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.						
ndividual	al or company representative's signature: Date:						
Phone nu							



Michigan Department of Natural Resources & Environment Forest Management Division

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

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

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

	VERIFICATION OF WORKER'S DISABILITY	COMPENSATION ACT COMPLIANCE	
•	This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.		
•	In addition, if boxes 2B or 2C are checked, then Notice of Exclus days of the contract award and prior to the issuance of the timbe		
•	All Information must be typed or printed except for written signal	ures.	
Ple	Please Check Appropriate Categories:		
1.	<ul> <li>My business is organized as (you must check one of the boxe</li> <li>A. ☐ Sole Proprietorship (individual)</li> <li>B. ☐ Partnership</li> <li>C. ☐ Corporation</li> </ul>	es below):	
2.	<ul> <li>You must check one of the boxes below:</li> <li>A.          I certify that my business is a sole proprietorship and it has Worker's Compensation Laws.     </li> </ul>	no employees but the sole proprietor. I am not subject to the	
	B.  I certify that my business has satisfied its obligation to the		
3.	days of the contract award.	number of <b>both</b> full-time and part-time employees, other	
	Full-time Employees	Part-time Employees	
Nan	ame of Business Fed	eral ID (or) Social Security No.	
Add	ddress Tele (	phone )	
City	ity State ZIP		
	hereby certify that the above information is true and correct. I ag ccur in factors affecting my coverage during any of my present a		
5	Signature of Owner or Authorized Representative		
7	Title	Date	

#### **BID FORM**

#### BOARDMAN SWAMP MIX (61-064-11-01) T26N, R08W, SEC. 15, Kalkaska County

In response to the notice of sale to be held 3:00 p.m. (local time) on June 25, 2012, 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	<b>ESTIMATE</b>	D UNITS*	ADV	'ERTISED PRICE	BID P	RICE
Sawlogs						
Red Maple	15.00	MBF	\$	95.00 / MBF	\$	/ MBF
White Pine	9.10	MBF	\$	51.00 / MBF	\$	/ MBF
Pulpwood						
Jack Pine	103.00	Cords	\$	13.20 / Cord	\$	/ Cord
Mixed Aspen	79.00	Cords	\$	18.70 / Cord	\$	/ Cord
Mixed Hardwood	221.00	Cords	\$	10.90 / Cord	\$	/ Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$449.50:

PRODUCTS & SPECIES	ESTIMATED UNITS*	AD	ADVERTISED PRICE		
Pulpwood					
Balsam Fir	8.00 Cords	\$	12.60 / Cord		
Scotch Pine	8.00 Cords	\$	4.00 / Cord		
Tamarack	4.00 Cords	\$	13.60 / Cord		
White Pine	43.00 Cords	\$	6.10 / Cord		

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 21.42 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

	FEDERAL ID:	or SOCIAL SE	CURITY NUMBER:				
	Company or individual bidding:						
	Company representative's name:						
	Address:	_					
	City:	State:	Zip:				
F AVAIL	City:ABLE, PLEASE PLACE THE PERSO						
		NALIZED LABEL FRO	DM YOUR PROSPECTUS IN				



Name of Business

Address

City

Michigan Department of Natural Resources & Environment Forest Management Division

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

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

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

•	This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.
•	In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within 21 days of the contract award and prior to the issuance of the timber sale contract.
•	All Information must be typed or printed except for written signatures.
Ple	ase Check Appropriate Categories:
1.	My business is organized as (you <b>must</b> check <u>one</u> of the boxes below):
	A. Sole Proprietorship (individual)
	B. Partnership
	C. Corporation
2.	You <b>must</b> check <u>one</u> of the boxes below:
	A.   I certify that my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.
	B.  I certify that my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).
	C.  I certify that my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within 21 days of the contract award.
3.	If you have checked item 2(A) or 2(B), you <b>must</b> indicate the number of <b>both</b> full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0").
	Full-time Employees Part-time Employees

VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

Occur in factors affecting my coverage during any of my present and future operations.

Signature of Owner or Authorized Representative

Title

Date

I hereby certify that the above information is true and correct. I agree to notify the Michigan DNRE of any changes that

Federal ID (or) Social Security No.

Telephone

ZIP

State

PRODUCTS & SPECIES

#### **BID FORM**

## TRAVERSE CITY MANAGEMENT UNIT KALKASKA OFFICE

**BID PRICE** 

## BIG CAT RED PINE (61-078-11-01) T28N, R07W, SEC. 34, Kalkaska County

ADVERTISED PRICE

In response to the notice of sale to be held 3:00 p.m. (local time) on June 25, 2012, 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.

ESTIMATED UNITS\*

Pulpwood					·		
Red Pine	316.00	Cords	\$	38.30 / Cord	\$	/ Cord	
In addition, the successful bidde	er agrees to purchase	the following	species at th	ne indicated advertise	ed price for a to	otal value of \$291.05 :	
PRODUCTS & SPECIES Pulpwood	<u>ESTIMATE</u>	D UNITS*	<u>ADV</u>	ERTISED PRICE			
Jack Pine	6.00	Cords	\$	15.60 / Cord			
Mixed Aspen	11.00	Cords	\$	17.95 / Cord			
* The total volume is statistically Prospective bidders are urged to	-					and not subject to adjustme	∍nt.
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 understand that consideration and awarding a contract will be based upon my past performance and ability to complete the contract base equipment and staffing subject to my control.					-		
FEDERAL ID:		or SOCIAL S	ECURITY N	UMBER:			
Company or individua	al bidding:						
Company representa	tive's name:						
Address:	Address:						
City:	State	):	Zip:				
IF AVAILABLE, PLEASE PLACE	E THE PERSONALIZ	ED LABEL FF	ROM YOUR	PROSPECTUS IN T	HE ABOVE B	OX.	
Individual or company represent	tative's signature:				Date:		
Phone number :		Em	ail (optional)	:			



Michigan Department of Natural Resources & Environment Forest Management Division

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

Sale Numb	er (XX – XXX – XX – XX)	
Forest Mar	agement Unit:	

FOR DEPARTMENT USE ONLY

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

	VERIFICATION OF WO	RKER'S DISABILI	ITY 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 2d days of the contract award and prior to the issuance of the timber sale contract.					
•	All Information must be typed or printed e	except for written si	gnatures.			
Ple	ease Check Appropriate Categories:					
1.	My business is organized as (you <b>must</b> A.   Sole Proprietorship (individual)  B.   Partnership  C.   Corporation	check <u>one</u> of the I	poxes below):			
2.	Worker's Compensation Laws.  B. I certify that my business has satis Notice of Exclusion (BWC-337, Revaward. (For questions or a copy of the second s	oroprietorship and it offied its obligation to office 5/96). I will provide the BWC-337, please	has no employees but the sole proprietor. I am not subject to the of the Worker's Compensation Act through the use of an approved le a copy of the Notice of Exclusion within 21 days of the contract e call the Worker's Compensation Bureau at 517-322-1195).  In Policy. I will provide an original Certificate of Insurance within 21			
3.	If you have checked item 2(A) or 2(B), y than yourself, including family members Full-time Er	and active partne	the number of <b>both</b> full-time and part-time employees, other rs (if none, you must enter "0").  Part-time Employees			
Nam	ne of Business		Federal ID (or) Social Security No.			
Addr	ress		Telephone ( )			
City		State	ZIP			

occur in factors affecting my coverage during any of my present and future operations.

I hereby certify that the above information is true and correct. I agree to notify the Michigan DNRE of any changes that

Signature of Owner or Authorized Representative

Title Date