

## DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

#### **TIMBER SALE PROSPECTUS #5455**

SCHEDULED SALE DATE AND TIME: 3:00 p.m. (local time) on October 7, 2015. LOCATION: CRYSTAL FALLS MGT UNIT, 1420 US-2 WEST, CRYSTAL FALLS, MI 49920.

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

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

MINNIE LAKE HWDS. (12-052-15-01) / T42N, R34W, SEC. 23, N1/2SE,NENE. T42N, R34W, SEC. 24, N1/2SW,SWNW.

Iron County, Advertised Price \$66,551.90, 130.0 Acres

SALE NOTE: Access to Unit 1 is through Keeweenaw Lands.

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

LITTLE MUD PINE (12-053-15-01) / T42N, R32W, SEC. 12, NE1/4,SE1/4,SESW,SWNW. T42N, R32W, SEC. 13, SWNE,NWSE.

Iron County, Advertised Price \$208,118.45, 293.0 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.

LONG SPURS ASPEN (12-062-15-01) / T42N, R34W, SEC. 21, SE1/4,SWNE.

T42N, R34W, SEC. 22, SWSW.

Iron County, Advertised Price \$29,711.80, 40.0 Acres

SALE NOTE: Lands contained in this timber sale are undivided interest.

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

#### BID INSTRUCTIONS (VER. 10/01/2014):

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

Bids must be received by the Unit Manager, CRYSTAL FALLS OFFICE, 1420 US-2 WEST, CRYSTAL FALLS, MI 49920, no later than 3:00 p.m. (local time) on October 7, 2015. For further information concerning this sale, contact Ben Wiese at 906-875-6622.

#### 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 (6/13)

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 after being declared the successful bidder on one sale.

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

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

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

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

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

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

#### 9. Timber Sale Contract (9/14)

Additional conditions and requirements common to all timber sales are listed on the timber sale contract (R4031) and are available on line at www.michigan.gov/timber. Contact the Unit Manager for additional information or a sample contract. Within 21 days of the date of the award letter, the bidder must sign the contract and provide the required down payment, performance security, and verification of worker's disability compensation. The down payment and performance security shall be in accordance with the provisions of the timber sale contract, in the sums stated in this prospectus. If these actions are not

taken, then the Bidder, the Bidder's corporation, and the corporation's principals may not be permitted to bid on State timber sales for a period of 1 year. In addition, the Bidder certifies that if awarded this contract, the Bidder will complete the timber sale contract in accordance with its terms and any modifications thereof including requirements to purchase, cut, and remove the included timber by the expiration date.

#### 10. Disclaimer of Estimates and Bidder's Warranty of Inspection (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 (10/14)

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.

KEITH CREAGH Director

#### TIMBER SALE INFORMATION

#### MINNIE LAKE HWDS. (12-052-15-01)

T42N, R34W, SEC. 23; T42N, R34W, SEC. 24.

Iron County (Advertised Price \$66,551.90)

SALE NOTE: Access to Unit 1 is through Keeweenaw Lands.

A recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Certain restrictions/specifications may be applicable including time restrictions. Access may be through private 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>ADV</u>	ERTISED PRICE
Sawlogs			
Basswood	37.20 MBF	\$	177.00 / MBF
Pulpwood			
Basswood	232.00 Cords	\$	15.80 / Cord
Mixed Hardwood	480.00 Cords	\$	29.45 / Cord
Mixed Softwood	111.00 Cords	\$	33.70 / Cord
Q. Aspen	1,029.00 Cords	\$	36.30 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$1,072.50:

PRODUCTS & SPECIES	<b>ESTIMATED UNITS*</b>	AD\	/ERTISED PRICE
Sawlogs			
Mixed Hardwood	3.90 MBF	\$	275.00 / MBF

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 8.84 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

1. A bond in the amount of \$3,500.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.

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- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
  - (c) Payment for each of the following units must be made before cutting begins in that unit:

c) i dyment for each of the following diffic in	hast be made before eatting begins in that anit.
PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUI
01	19%
02	24%
03	20%
04	31%
05	6%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2018.

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

Sale Name: Minnie Lake Hwds. Sale Number: 12-052-15-01

#### 1 - Sale Area

#### 1.2 - Boundaries

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

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

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 4 & 5, cut all aspen and mixed hardwood trees that are two (2) inches or more at DBH except oak. Cut all spruce, balsam, tamarack and jack pine with one or more pulpwood sticks. No red or white pine, cedar, hemlock or oak will be cut.

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

Within Payment Unit(s) 1, 2 & 3, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. In addition to marked trees, cut all aspen, balsam, spruce, tamarack and jack pine with one or more pulpwood stick.

#### 2.2 - Utilization

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

Stump heights within Payment Unit(s) 1, 2 & 3 shall not exceed stump diameter.

#### 2.2.11 - Chipping restriction (9/14)

If chipping occurs on this sale, then no woody debris present on the ground at the start of the sale may be chipped. In addition, brush or chips may not be stored or stockpiled on-site for more than 60 days past the sale expiration date. Residual chip depth at the landing may not exceed 4 inches.

#### 2.3 - Log Rule

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

All board foot volumes of sawlog size products in this contract have been determined by the Scribner Decimal C Log Rule.

#### 3 - Payments

#### 3.4 - Damaged Timber

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

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

#### 4 - Transportation

#### 4.1 - Construction

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

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

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

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

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

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

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

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

#### 4.2 - Maintenance

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

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

#### 4.4 - Access

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

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

#### 5 - Operations

#### 5.1 - Notification

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

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

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

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

#### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

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

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

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

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

#### 5.2.2 - Hazard Trees/Snags

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

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

#### 5.2.3 - Operating Restrictions

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

Within Payment Unit(s) 1, 2 & 3, cutting and skidding are not permitted during the period of April 15 to July 15. This restriction is because of bark slippage.

#### 5.4 - Soil Protection

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

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

#### 5.8 - Protection of Endangered Species

#### 5.8.3 - Red shoulder hawk or goshawk (3/13)

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 1 to August 15. 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. No harvest operations will be allowed in Payment Units 1 or 2 from March 1 to August 15.

Section Name: Sale Specific Current as of 7/30/2015 7:03:20AM

Michigan I	Department of Natural Reso	urces - Forest I	Resources Div	vision	Sale Number	Year
ONR D	TIMBER SA	LE MAP			12-052-15	-01 2015
This informati	on provided by authority of	Part 525, 1994	PA 451, as a	mended.		
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Crystal Falls	Iron	Cruised By	McGinnis,	Duffek, Seber	7/22/2015	1 1
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	N1/2SE,NENE    24 N1/ ver Type	25VV,SVVNV	V			
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A = Aspen	N = Marsh O = Oak P = Lowland Poplar Q = Mixed Swamp Conifer R = Red Pine S = Black Spruce T = Tamarack	U = Upland UM = Upland V = Bog or N W = White P X = Non Sto Z = Water	Mixed Marsh ine	0 = Non Stocked 1 = Seedling Saplir 2 = Seedling Saplir 3 = Seedling Saplir 4 = Pole Timber Po	ng Poor 6 = Pole ng Medium 7 = Saw ng Well 8 = Saw	Timber Medium Timber Well Timber Poor Timber Medium Timber Well
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				Coun	tvo	N
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#### TIMBER SALE INFORMATION

#### LITTLE MUD PINE (12-053-15-01)

T42N, R32W, SEC. 12; T42N, R32W, SEC. 13.

Iron County (Advertised Price \$208,118.45)

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	<b>ESTIMATED UNITS*</b>	<u>ADV</u>	/ERTISED PRICE
Sawlogs			
Red Pine	114.50 MBF	\$	116.00 / MBF
Pulpwood			
Red Pine	3,228.00 Cords	\$	59.45 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$2,931.85:

ESTIMATED UNITS*	ADV	ADVERTISED PRICE		
47.00 Cords	\$	49.25 / Cord		
17.00 Cords	\$	36.30 / Cord		
	47.00 Cords	47.00 Cords \$		

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 10.71 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 \$11,000.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
  - (c) Payment for each of the following units must be made before cutting begins in that unit:

PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
01	16%
02	16%
03	20%
04	26%
05	14%
06	5%
07	3%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2018.

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

Sale Name: Little Mud Pine Sale Number: 12-053-15-01

#### 1 - Sale Area

#### 1.2 - Boundaries

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

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

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 7, cut all trees that are two (2) inches or more at DBH except oak.

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

Within Payment Unit(s) 1 through 6, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. In addition to trees marked with orange paint, cut all aspen, jack pine and maple with one or more pulpwood sticks.

#### 2.2 - Utilization

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

Stump heights within Payment Unit(s) 1 through 6 shall not exceed stump diameter.

#### 2.2.11 - Chipping restriction (9/14)

If chipping occurs on this sale, then no woody debris present on the ground at the start of the sale may be chipped. In addition, brush or chips may not be stored or stockpiled on-site for more than 60 days past the sale expiration date. Residual chip depth at the landing may not exceed 4 inches.

#### 2.3 - Log Rule

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

All board foot volumes of sawlog size products in this contract have been determined by the Scribner Decimal C Log Rule.

#### 3 - Payments

#### 3.4 - Damaged Timber

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

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

#### 4 - Transportation

#### 4.1 - Construction

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

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

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

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

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

Construction of new roads or improvements of existing roads shall be done in such a way as to minimize the environmental and visual impacts. Merchantable trees shall be cut and utilized unless otherwise directed. Non-merchantable trees shall be

severed and laid flat on the ground. Slash shall be scattered, and not left in windrows and kept a minimum of 10 feet back from the road edge. Stumps shall be set upright, not left on edge, and be moved at least 10 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

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

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

#### 4.2 - Maintenance

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

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

#### 5 - Operations

#### 5.1 - Notification

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

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

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

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

#### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

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

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

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

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

#### 5.2.2 - Hazard Trees/Snags

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

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

#### 5.2.3 - Operating Restrictions

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

Within Payment Unit(s) 1 through 6, cutting and skidding are not permitted during the period of April 15 to July 15. This restriction is because of bark slippage.

#### 5.2.3.6 - 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.

#### 5.2.40 - Pathway protection (10/10)

The Lake Mary Ski Trail is shown on the Timber Sale Map. Do not cut trees or damage posts with blue pathway markers. Maintain a 20-foot wide slash, debris, and rut free zone daily, using the pathway 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.			
return to the area when the risk of futting has decreased.			
ion Name: Sale Specific	Current as of 7/23/2015 10:16:12		

#### Michigan Department of Natural Resources - Forest Resources Division

TIMBER SALE MAP

Sale Number

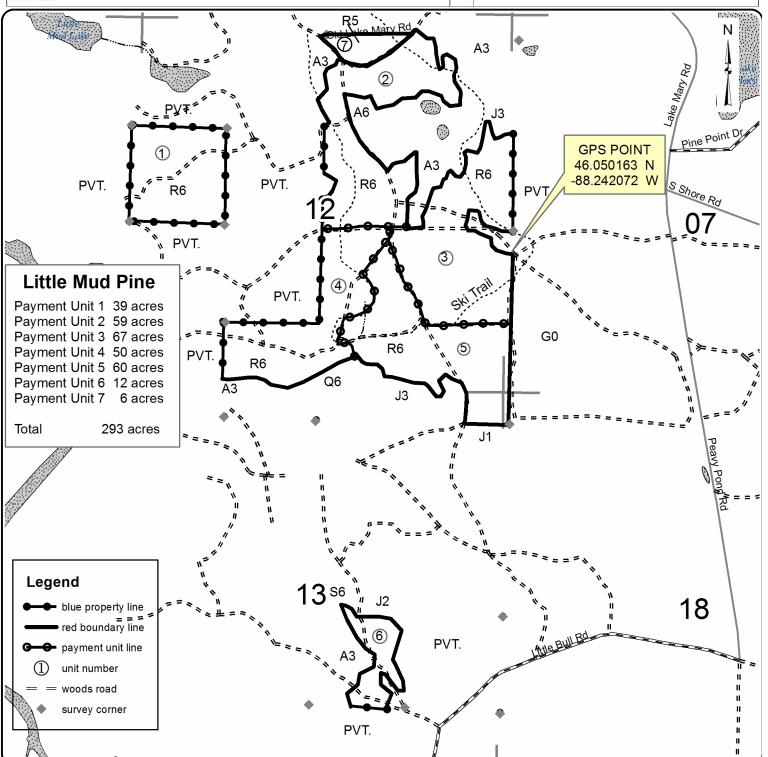
This information provided by authority of Part 525, 1994 PA 451, as amended.

12-053-15-01

2015

Year

Forest Management Unit County Mapped By Date Page Sebero Crystal Falls Cruised By Iron 7/20/2015 McGinnis, Duffek, Sebero Township Range Section(s) and Subdivision(s) 4" = 1 mile 32W 12 E1/2, SESW, SWNW 13 NWSE, SWNE 42N Density Cover Type = Hemlock N = Marsh U = Upland Brush A = Aspen 0 = Non Stocked 5 = Pole Timber Medium = Jack Pine B = Paper Birch O = Oak UM = Upland Mixed 1 = Seedling Sapling Poor 6 = Pole Timber Well = Lowland Brush C = Cedar = Bog or Marsh = White Pine 2 = Seedling Sapling Medium 7 = Saw Timber Poor P = Lowland Poplar LM = Lowland Mixed D = Treed Bog Q = Mixed Swamp Conifer 3 = Seedling Sapling Well 8 = Saw Timber Medium W M = Mpl, Bch, Brch E = Swamp Hdwoods R = Red Pine 4 = Pole Timber Poor 9 = Saw Timber Well = Non Stocked MC = Mixed Conifer F = Spruce Fir S = Black Spruce = Water MD = Mixed Decidious T = Tamarack G = Grass



#### TIMBER SALE INFORMATION

#### LONG SPURS ASPEN (12-062-15-01)

T42N, R34W, SEC. 21; T42N, R34W, SEC. 22.

Iron County (Advertised Price \$29,711.80)

SALE NOTE: Lands contained in this timber sale are undivided interest.

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\* ADVERTISED PRICE

Pulpwood

Q. Aspen 777.00 Cords \$ 36.30 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$1,506.70:

PRODUCTS & SPECIES	ESTIMATED UNITS*	<u>ADV</u>	<u>'ERTISED PRICE</u>
Pulpwood			
Mixed Hardwood	41.00 Cords	\$	29.45 / Cord
Mixed Softwood	9.00 Cords	\$	33.25 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 13.70 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 **\$1,500.00** to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
  - (c) Payment for each of the following units must be made before cutting begins in that unit:

    PAYMENT UNIT NUMBER

    PERCENT OF TOTAL SALE VALUE

PAYMENT UNIT NUMBER PERCENT OF TOTAL S
01 28%
02 48%

02 48% 03 24%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2018.

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

Sale Name: Long Spurs Aspen Sale Number: 12-062-15-01

#### 1 - Sale Area

#### 1.2 - Boundaries

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

The sale boundary is marked and identified by red paint. Exterior sale boundary lines against state are marked with red paint.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1, 2 & 3, cut all aspen and mixed hardwood trees that are two (2) inches or more at DBH except oak. Cut all spruce, balsam, tamarack and jack pine that have a stump diameter of 6 inches or more. No red or white pine, cedar, hemlock, oak or apple will be cut.

#### 2.2 - Utilization

#### 2.2.11 - Chipping restriction (9/14)

If chipping occurs on this sale, then no woody debris present on the ground at the start of the sale may be chipped. The landing size and location must be approved by sale administrator. In addition, brush or chips may not be stored or stockpiled on-site for more than 60 days past the sale expiration date. Residual chip depth at the landing may not exceed 4 inches.

#### 4 - Transportation

#### 4.1 - Construction

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

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

#### 4.2 - Maintenance

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

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

#### 5 - Operations

#### 5.1 - Notification

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

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

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

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

#### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

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

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

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

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

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

To facilitate reforestation, the sale area shall be left with slash evenly distributed. Bunched tops within the cutting area shall be broken up and scattered. Stumps shall be cut low to the ground. Processing sites shall not be left with a

compacted layer of slash; tops from these sites shall be hauled back into the cut area and scattered.

#### 5.2.2 - Hazard Trees/Snags

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

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

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

The Iron County Rec. Trail is a snowmobile trail and is shown on the Timber Sale Map. Do not cut or damage posts with orange trail markers or traffic control signs. The trail must be maintained and restored to a condition equal to or better than before the sale. The road maintenance/restoration must be done prior to December 1. No decking of forest products within 50 feet of the Rec. trail. The trail must be kept clear of trees and brush at all times. The trail must be signed to warn of active logging when any operations are in progress along the trail.

The snowmobile trail may not be used for any timber sale operations from December 1 to March 31, unless approved by Unit Manager or their representative. All stumps within 20 feet of the snowmobile trail must be cut at ground level.

#### 5.4 - Soil Protection

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

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

#### 5.8 - Protection of Endangered Species

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

Harvesting activities will not be allowed from March 1 to August 15 because of an osprey nest next to the sale area. All trees with raptor nests will be protected if found during harvesting operations. Notification will be made to the Unit Manager or his/her representative who will notify the Wildlife Biologist so an on-site evaluation and recommendation can be made, if necessary.

Section Name: Sale Specific Current as of 7/22/2015 4:31:47PM

	NAC-LC-	Description of National Bases	nove messes	. D	oware to	Data Name		Iv
TO HATURA	Micnig	gan Department of Natural Reso			vision	Sale Number		Year
DNR B	This info	TIMBER SA				12-062-1	5-01	2015
Forest Manageme		mation provided by authority of County	Mapped By	Sebero	menaea.	Date	Page	of
Crystal Falls		Iron	Cruised By	Sebero		07/20/2015	1	1
Township		ection(s) and Subdivision(s)			Scale	411 — 4	,	
42N		Section 21 SE1/4,SWNE	Section :	22 SWSW		4" = 1 mile		
	H = Hemlock	Cover Type	207 1 200 1 200 1 200 1	and the state of t	No. on and a	Density	Luke & 97.5 k	
A = Aspen B = Paper Birch	J = Jack Pine L = Lowland Br	N = Marsh O = Oak	U = Upland UM = Upland		0 = Non Stocked 1 = Seedling Sapling	g Poor 6 = Pole	Timber Medi Timber Well	MARKET /
C = Cedar D = Treed Bog	LM = Lowland Mi	xed O = Mixed Swamp Conifer	V = Bog or W = White		2 = Seedling Sapling 3 = Seedling Sapling		Timber Poor Timber Medi	
E = Swamp Hdwood F = Spruce Fir	MC = Mixed Coni	ifer R = Red Pine	X = Non S Z = Water	tocked	4 = Pole Timber Po	or 9 = Saw	Timber Well	
G = Grass	MD = Mixed Deci	idious T = Tamarack	Z - Water					
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survey corner Powerline

CRYSTAL FALLS OFFICE

MINNIE LAKE HWDS. (12-052-15-01)
T42N, R34W, SEC. 23; T42N, R34W, SEC. 24, Iron County

In response to the notice of sale to be held 3:00 p.m. (local time) on October 7, 2015, 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	BID P	RICE
Sawlogs						
Basswood	37.20	MBF	\$	177.00 / MBF	\$	/ MBF
Pulpwood						
Basswood	232.00	Cords	\$	15.80 / Cord	\$	/ Cord
Mixed Hardwood	480.00	Cords	\$	29.45 / Cord	\$	/ Cord
Mixed Softwood	111.00	Cords	\$	33.70 / Cord	\$	/ Cord
Q. Aspen	1,029.00	Cords	\$	36.30 / Cord	\$	/ Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$1,072.50:

PRODUCTS & SPECIES	<b>ESTIMATED UNITS*</b>	AE	VERTISED PRICE
Sawlogs			_
Mixed Hardwood	3.90 MBF	\$	275.00 / MBF

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

	FEDERAL ID: or SOCIAL SECURITY NUMBER:					
	Company or individual bidding:					
	Company representative's name:					
	Address:					
	City:	State:	Zip:			
IF AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.						
Individual	idual or company representative's signature: Date:					
Phone nu	Phone number : Email (optional):					

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 8.84 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.



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	Please Check Appropriate Categories:							
1.	<ul> <li>My business is organized as (you must check one of the boxes below):</li> <li>A. Sole Proprietorship (individual)</li> <li>B. Partnership</li> <li>C. Corporation</li> </ul>							
2.	You must check one of the boxes below:							
	A. I certify that my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to 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.	3. If you have checked item 2(A) or 2(B), you <b>must</b> indicate the number of <b>both</b> full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0").							
	Full-time Employees Part-time Employees							
Name of Business		Federal ID (or) Social Security No.						
Addr	dress T	elephone )						
City	y State Z	(IP						
I he	ereby certify that the above information is true and correct. I	agree to notify the Michigan DNRE of any changes that						

VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

Date

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

Signature of Owner or Authorized Representative

Title

TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

#### **BID FORM**

CRYSTAL FALLS MANAGEMENT UNIT CRYSTAL FALLS OFFICE

## <u>LITTLE MUD PINE (12-053-15-01)</u> T42N, R32W, SEC. 12; T42N, R32W, SEC. 13, Iron County

In response to the notice of sale to be held 3:00 p.m. (local time) on October 7, 2015, 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.

rejected.					
PRODUCTS & SPECIES	ESTIMATED UNI	<u>TS*</u> <u>A</u>	DVERTISED PRICE	BID PRICE	
Sawlogs Red Pine	114.50 MBF	\$	116.00 / MBF	\$	/ MBF
Pulpwood				_	-
Red Pine	3,228.00 Cord	ls \$	59.45 / Cord	\$	_ / Cord
In addition, the successful bidder agr	ees to purchase the fo	llowing species a	t the indicated adverti	sed price for a total va	alue of \$2,931.85 :
PRODUCTS & SPECIES	<b>ESTIMATED UNI</b>	<u>TS*</u> <u>A</u>	DVERTISED PRICE		
Pulpwood Jack Pine	47.00 Cord	ls \$	49.25 / Cord		
Q. Aspen	17.00 Cord	- Ψ			
I understand that any or all bids may understand that consideration and avequipment and staffing subject to my	varding a contract will l control.	be based upon m	ny past performance a	nd ability to complete	
FEDERAL ID:					
				-	
Company representative's name:					
Address:				_	
City:	State:	Zip			
IF AVAILABLE, PLEASE PLACE TH	E PERSONALIZED LA	BEL FROM YOU	JR PROSPECTUS IN	THE ABOVE BOX.	
Individual or company representative	's signature:			Date:	
Phone number:		Email (ontion	nal).		



Title

Michigan Department of Natural Resources & Environment Forest Management Division

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

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

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

	VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE						
•	This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.						
•	In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within 21 days of the contract award and prior to the issuance of the timber sale contract.						
•	All Information must be typed or printed except for written signatures.						
Ple	Please Check Appropriate Categories:						
1.	<ul> <li>My business is organized as (you must check one of the boxes below):</li> <li>A. Sole Proprietorship (individual)</li> <li>B. Partnership</li> <li>C. Corporation</li> </ul>						
2.	<ul> <li>You must check one of the boxes below:</li> <li>A.    I certify that my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.</li> <li>B.    I certify that my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).</li> <li>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.</li> </ul>						
3.	<ol> <li>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").</li> </ol>						
	Full-time Employees Part-time Employees						
Nam	ne of Business		Federal ID (or) Social Security No.				
Address			Telephor	ne )			
City		State	ZIP				
occ	hereby certify that the above information is true and correct. I agree to notify the Michigan DNRE of any changes that occur in factors affecting my coverage during any of my present and future operations.  Signature of Owner or Authorized Representative						

Date

PRODUCTS & SPECIES

#### **BID FORM**

ADVERTISED PRICE

CRYSTAL FALLS MANAGEMENT UNIT

CRYSTAL FALLS OFFICE

**BID PRICE** 

### LONG SPURS ASPEN (12-062-15-01) T42N, R34W, SEC. 21; T42N, R34W, SEC. 22, Iron County

In response to the notice of sale to be held 3:00 p.m. (local time) on October 7, 2015, 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								
Q. As	spen	777.00	Cords	\$	36.30 / Cord	\$	/ Cord	
In additio	n, the successful bidder agree	s to purchase	the following specie	s at the	e indicated advertis	ed price for a tot	tal value of \$1,506.70	:
	TS & SPECIES	<u>ESTIMATE</u>	UNITS*	ADVE	RTISED PRICE			
Pulpwood	d d Hardwood	41.00	Cords	\$	29.45 / Cord			
	d Softwood		Cords	\$	33.25 / Cord			
l understa understar	ve bidders are urged to examinate and that any or all bids may be not that consideration and awant and staffing subject to my contact.	e rejected. All l rding a contrac	oids must be signed	and al	I bid items must be	bid or the bid fo		
	FEDERAL ID:		or SOCIAL SECURI	ITY NU	MBER:		_	
	Company or individual biddir	ng:						
	Company representative's na	ame:						
	Address:							
	City:	State	:	Zip:				
IF AVAIL	ABLE, PLEASE PLACE THE	PERSONALIZE	ED LABEL FROM Y	OUR F	ROSPECTUS IN 1	THE ABOVE BO	X.	
Individual	or company representative's	signature:				Date:		-
Phone nu	mber :		Email (opt	ional):_				_



Address

Title

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	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.	<ul> <li>You must check one of the boxes below:</li> <li>A.  I certify that my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.</li> <li>B.  I certify that my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).</li> <li>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.</li> </ul>						
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						
Nam	e of Business Federal ID (or) Social Security No.						

VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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

Telephone

ZIP

Signature of Owner or Authorized Representative

State

Date