

DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

TIMBER SALE PROSPECTUS #6722

SCHEDULED SALE DATE AND TIME: 9:00 a.m. (local time) on September 17, 2020. LOCATION: BARAGA MGMT UNIT, 427 US 41 NORTH, BARAGA, MI 49908.

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

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

Nelligan Mix (11-003-20) / T48N, R31W, SEC. 10, SENE.

T48N, R31W, SEC. 14, SENW, NENE, S1/2NE, SW, N1/2SE.

T48N, R31W, SEC. 23, NE.

Baraga County, Advertised Price \$63,244.40, 252.8 Acres, Hardwood, Sugar Maple.

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

Rocky Road 2 Mix (11-007-20) / T47N, R34W, SEC. 14, E1/2NW,NE,NESW.

T47N, R34W, SEC. 15, SW,N1/2SE,SWSE.

Baraga County, Advertised Price \$36,534.00, 174.1 Acres, Hardwood, Spruce/Fir/Tamarack.

SALE NOTE: Access may be through private land.

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

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

Bids must be received by the Unit Manager, BARAGA OFFICE, 427 US 41 North, Baraga, MI 49908, no later than 9:00 a.m. (local time) on September 17, 2020. For further information concerning this sale, contact Brad Carlson at 906-353-6651.

2. Bidder's Qualifications (5/16)

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

3. Preparation of Sealed Bids (5/16)

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

4. Submission of Sealed Bids (5/16)

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

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

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

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

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

6. Award of Contract (1/11)

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

7. Down Payment (1/11)

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

8. Performance Security (1/11)

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

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

9. Timber Sale Contract (7/18)

Additional conditions and requirements common to all timber sales are listed on the timber sale contract (R4031) and are available on line at www.michigan.gov/timber. Contact the Unit Manager for additional information or a sample contract. Within 21 days of the date of the award letter, the bidder must sign the contract and provide the required down payment, performance security, and verification of worker's disability compensation. The down payment and performance security shall be in accordance with the provisions of the timber sale contract, in the sums stated in this prospectus. If these actions are not taken, then the Bidder, the Bidder's corporation, and the corporation's principals may not be permitted to bid on State timber sales for a period of 3 months after the first offense, 6 months after the second offense, and 1 year after the third offense. An offense will only be counted against the Bidder for 5 years. In addition, the Bidder certifies that if awarded this contract, the Bidder will complete the timber sale contract in accordance with its terms and any modifications thereof including requirements to purchase, cut, and remove the included timber by the expiration date.

Payment Unit values in the State Forest Timber Sale Contract are calculated based on the advertised value of the Payment Unit as a percentage of the total advertised value of the contract. The advertised value of each Payment Unit is given in the Description of Timber by Payment Unit table on the Timber Sale Information page. For example, if the value of Payment Unit 1 is advertised as \$1,500 and the total Timber Sale value is advertised as \$10,000, the contract price for Payment Unit 1 will be 15% of the total bid price (\$1,500/\$10,000 * 100).

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

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

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

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

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

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

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

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

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

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

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

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

DAN EICHINGER
Director

TIMBER SALE INFORMATION

Nelligan Mix (11-003-20)

T48N, R31W, SEC. 10; T48N, R31W, SEC. 14; T48N, R31W, SEC. 23.

Baraga County (Advertised Price \$63,244.40)

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 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	ESTIMATE	ED UNITS*	<u>ADVI</u>	ERTISED PRICE
Sawtimber				
Basswood	10.10	MBF	\$	63.00 / MBF
Black Ash	1.60	MBF	\$	19.00 / MBF
Paper Birch	26.90	MBF	\$	24.00 / MBF
Red Maple	35.90	MBF	\$	116.00 / MBF
Sugar Maple	177.20	MBF	\$	193.00 / MBF
Yellow Birch	12.60	MBF	\$	95.00 / MBF
Pulpwood				
Balsam Fir	133.00	Cords	\$	3.75 / Cord
Basswood	69.00	Cords	\$	3.60 / Cord
Mixed Aspen	144.00	Cords	\$	12.40 / Cord
Mixed Hardwood	2,179.00	Cords	\$	7.20 / Cord
Mixed Spruce	171.00	Cords	\$	6.45 / Cord
Paper Birch	276.00	Cords	\$	10.65 / Cord
Tamarack	16.00	Cords	\$	6.70 / Cord

^{*} The total volume is statistically estimated within plus (+) or minus (-) 14.79 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 \$6,000.00 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:

PERCENT OF TOTAL SALE VALUE
12.3%
24.4%
35.5%
6.5%
21.3%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2024.

Description of Timber by Payment Unit (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Red Maple	Sawtimber	11.4	MBF	43.9	\$7,773.85
	Sugar Maple		24.9	MBF		
	Yellow Birch		2.3	MBF		
	Balsam Fir	Pulpwood	8.0	Cords		
	Mixed Hardwood		186.0	Cords		
	Mixed Spruce		9.0	Cords		
2	Black Ash	Sawtimber	1.6	MBF	58.1	\$15,422.00
	Red Maple		12.9	MBF		
	Sugar Maple		47.4	MBF		
	Yellow Birch		2.6	MBF		
	Mixed Hardwood	Pulpwood	625.0	Cords		
3	Paper Birch	Sawtimber	18.8	MBF	48.8	\$22,451.75
	Red Maple		8.3	MBF		
	Sugar Maple		58.1	MBF		
	Yellow Birch		4.6	MBF		
	Balsam Fir	Pulpwood	90.0	Cords		
	Mixed Aspen		101.0	Cords		
	Mixed Hardwood		621.0	Cords		
	Mixed Spruce		154.0	Cords		
	Paper Birch		209.0	Cords		
	Tamarack		16.0	Cords		
4	Paper Birch	Sawtimber	5.2	MBF	25.0	\$4,126.70
	Red Maple		3.3	MBF		
	Sugar Maple		7.7	MBF		
	Yellow Birch		1.7	MBF		
	Balsam Fir	Pulpwood	29.0	Cords		
	Mixed Aspen		11.0	Cords		
	Mixed Hardwood		169.0	Cords		
	Mixed Spruce		8.0	Cords		
	Paper Birch		43.0	Cords		
5	Basswood	Sawtimber	10.1	MBF	77.0	\$13,470.10
	Paper Birch		2.9	MBF		
	Sugar Maple		39.1	MBF		
	Yellow Birch		1.4	MBF		
	Balsam Fir	Pulpwood	6.0	Cords		
	Basswood		69.0	Cords		
	Mixed Aspen		32.0	Cords		
	Mixed Hardwood		578.0	Cords		
	Paper Birch		24.0	Cords		
	-	TOTAL:	264.3	MBF	<u>. </u>	
		TOTAL:	2,988.0	Cords		

Sale Specific Conditions & Requirements

Sale Name: Nelligan Mix Sale Number: 11-003-20 Seq#: 1

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (9/19)

The sale boundary and Payment Unit boundaries are marked and identified by 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 unless marked with orange paint. 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) 3 and 4, cut all speciestrees that are 4.6 inches or more at DBH except hemlock, cedar, oak and white pine. Also, retain all trees that are 20" or greater in DBH. Also, retain paper birch that are marked with red paint.

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

Within Payment Unit(s) 1, 2 and 5, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

2.2 - Utilization

2.2.1 - Utilization (2/04)

All listed board foot volumes of sawlog size products in this contract have been determined using a top diameter inside bark of 8 inches.

2.2.3 - Stump heights (4/07)

Stump heights within the Sale Area shall not exceed 12 inches for trees greater than 10 inches DBH and 4 inches for trees smaller than 10 inches DBH.

2.2.4 - Skidding length (2/14)

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

2.2.7 - Uncut designated trees (2/04)

Liquidated damages of \$5.00 per tree will be assessed for every marked tree not cut.

2.2.8 - Utilization and removal (5/14)

All products meeting standards set forth in General Condition and Requirement 2.2 - Utilization must be removed from the sale area. If the slash on the sale is going to be chipped then retain more than 1/3 of the slash from harvested trees on site (tree tops and limbs less than four inches in diameter) to satisfy forest certification requirements. This is because excessive large woody debris from merchantable products inhibits regeneration.

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.

4.1.5 - Culverts (5/14)

Roads may require the installation of culverts for cross drainage or at natural drainage-ways. If culverts are needed in these locations, their placement will be specified by the sale administrator and they shall be installed prior to hauling. The culverts

shall be new, corrugated metal or plastic gauge. Culverts will be a minimum of 12 inches in diameter and 24 feet in length. If culverts are removed, fill shall be removed from wetland soils as specified. Soils shall be maintained and left in a non-erodible condition, with water bars, seed, fertilizer, mulch, and slash installed as directed by the sale administrator and as specified in the BMP manual. Stream crossing permits on state land, if needed, will be obtained by the DNR.

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 chipped, utilized or otherwise removed from the sale. 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.

4.1.11 - Permits (2/12)

The Purchaser will secure any necessary highway and private land stream crossing permits that may be required.

4.2 - Maintenance

4.2.1 - Hauling restriction (12/08)

Hauling is restricted on the Craig Lake Road (snowmobile trail 8) during the snowmobile season from monday to friday during daylight hours. The restriction is to reduce the user conflict during the peak snowmobile trail usage times.

4.2.2 - Fill material (4/07)

To maintain roads, fill material may be needed in areas where "holes" exist or may be expected to develop. This fill material should be placed before trucking begins. Contact the sale administrator regarding the availability of onsite sand or gravel from adjacent State-owned lands.

4.2.3 - Road maintenance (8/13)

The following road maintenance is required: Within 60 days of completion of hauling, or if no hauling occurs for 60 days, the road must be maintained and graded. This includes cleaning of drainage areas, grading, crowning and filling with gravel, if necessary. Damages will be assessed if grading/repair does not occur.

4.2.5 - 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. Should the Purchaser desire to cross private land, a copy of the written permission from the private land-owner may be required by the DNR.

5 - Operations

5.2 - Conduct of Operations

5.2.2 - Hazard Trees/Snags

5.2.2.1 - Den trees (10/16)

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

5.2.3 - Operating Restrictions

5.2.3.3 - Bark slippage restriction (3/09)

Within Payment Unit(s) 1, 2 and 5, unless changed by written agreement, cutting and skidding are not permitted during the period of April 15 to July 15. This restriction is because of bark slippage.

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

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

5.2.41 - Snowmobile trail protection (9/11)

Trail 8 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. If the trail is used, it must be maintained and restored to a condition equal to or better than before the sale. The road maintenance/restoration must be done prior to December 1. If the trail is used for hauling, it must be graded to the satisfaction of the Unit Manager or his/her representative prior to December 1st. If the trail road is to be used for hauling during the snowmobile season, then a 4 " snow covered base must be left on the trail. Maintain a 20 foot wide slash, debris, and rut free zone daily using the snowmobile trail as the centerline. No decking of forest products will be permitted along the snowmobile trail. All stumps within 20 feet of the snowmobile trail must be cut at ground level. In addition, any trees cut within 5 feet of the trail must have the stumps removed and be disposed of according to the direction of the Unit Manager or his/her representative.

5.2.42 - Snowmobile trail re-route (12/08)

A portion of Craig Lake road is a snowmobile trail. The Unit Manager or his/her representative must be notified in October preceding the winter in which harvesting is to occur, to allow time for the trail to be re-routed. If a trail re-route in not possible due to extremely we conditions then see spec 5.2.41.

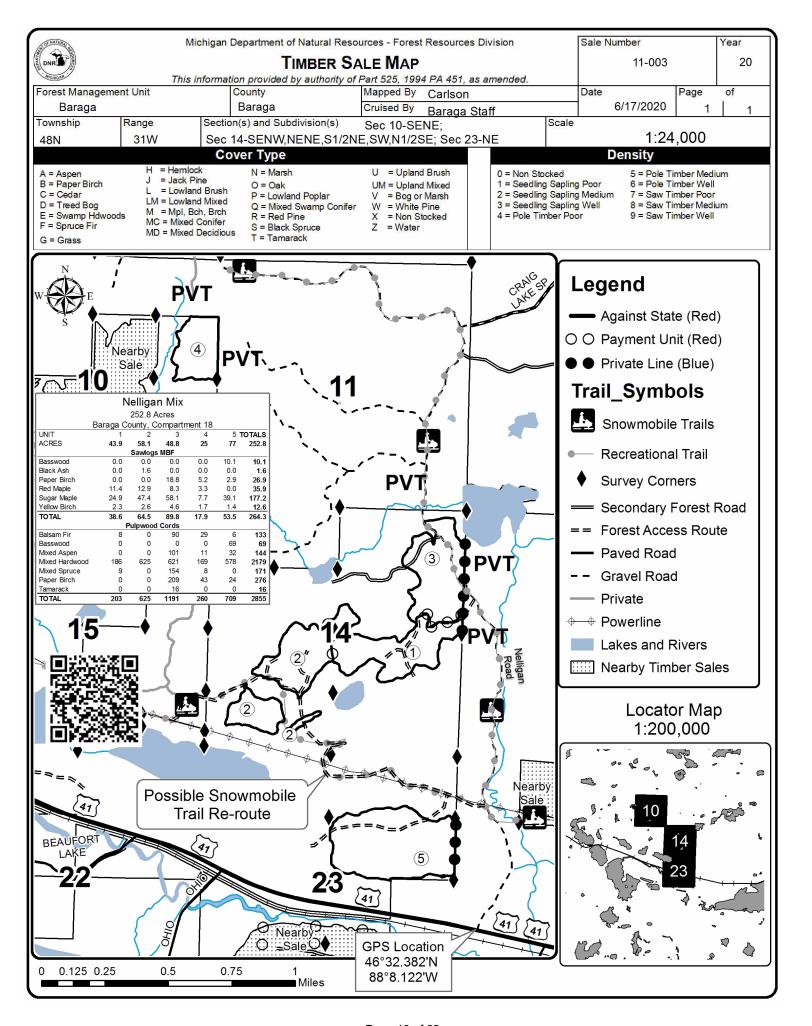
6 - Safety and Fire Prevention

6.2 - Signing

6.2.2 - Snowmobile trail posting (8/09)

The Purchaser is responsible for posting and maintaining caution signs on trail 8 prior to beginning operations during the snowmobile season (approximately December 1 to March 31). The trail must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

Section Name: Sale Specific Current as of 7/13/2020 8:41:54AM



TIMBER SALE INFORMATION

Rocky Road 2 Mix (11-007-20)
T47N, R34W, SEC. 14; T47N, R34W, SEC. 15.
Baraga County (Advertised Price \$36,534.00)

SALE NOTE: 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	ESTIMATE	D UNITS*	<u>ADV</u>	ERTISED PRICE
Sawtimber				
Black Cherry	9.40	MBF	\$	70.00 / MBF
Paper Birch	2.70	MBF	\$	24.00 / MBF
Red Maple	21.00	MBF	\$	116.00 / MBF
Sugar Maple	101.40	MBF	\$	193.00 / MBF
Yellow Birch	2.10	MBF	\$	95.00 / MBF
Pulpwood				
Balsam Fir	176.00	Cords	\$	3.75 / Cord
Mixed Aspen	245.00	Cords	\$	12.40 / Cord
Mixed Hardwood	840.00	Cords	\$	7.20 / Cord
Mixed Spruce	417.00	Cords	\$	6.45 / Cord
Paper Birch	57.00	Cords	\$	10.65 / Cord
Tamarack	84.00	Cords	\$	6.70 / Cord

^{*} 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.
- 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	4.1%
02	71.7%
03	12.4%
04	11.8%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2024.

Description of Timber by Payment Unit (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Balsam Fir	Pulpwood	16.0	Cords	13.2	\$1,495.55
	Mixed Hardwood		8.0	Cords		
	Mixed Spruce		156.0	Cords		
	Paper Birch		11.0	Cords		
	Tamarack		38.0	Cords		
2	Black Cherry	Sawtimber	9.4	MBF	60.6	\$26,176.95
	Red Maple		17.7	MBF		
	Sugar Maple		100.4	MBF		
	Yellow Birch		2.1	MBF		
	Balsam Fir	Pulpwood	13.0	Cords		
	Mixed Hardwood		528.0	Cords		
	Mixed Spruce		6.0	Cords		
3	Paper Birch	Sawtimber	1.5	MBF	52.5	\$4,538.05
	Red Maple		1.9	MBF		
	Sugar Maple		0.6	MBF		
	Balsam Fir	Pulpwood	82.0	Cords		
	Mixed Aspen		124.0	Cords		
	Mixed Hardwood		171.0	Cords		
	Mixed Spruce		118.0	Cords		
	Paper Birch		17.0	Cords		
	Tamarack		22.0	Cords		
4	Paper Birch	Sawtimber	1.2	MBF	47.8	\$4,323.45
	Red Maple		1.4	MBF		
	Sugar Maple		0.4	MBF		
	Balsam Fir	Pulpwood	65.0	Cords		
	Mixed Aspen		121.0	Cords		
	Mixed Hardwood		133.0	Cords		
	Mixed Spruce		137.0	Cords		
	Paper Birch		29.0	Cords		
	Tamarack		24.0	Cords		
		TOTAL:	136.6	MBF		

Sale Specific Conditions & Requirements

Sale Name: Rocky Road 2 Mix Sale Number: 11-007-20 Seq#: 1

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (9/19)

The sale boundary and Payment Unit boundaries are marked and identified by 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 unless marked with orange paint. 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

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

Within Payment Unit(s) 1, 3 and 4, cut all trees which meet minimum piece specifications in 2.2 Utilization, except do not cut any cedar, elm, hemlock, oak, red pine or white pine. In addition, do not cut yellow birch, twenty (20) inches or more at DBH.

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

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

2.2 - Utilization

2.2.1 - Utilization (2/04)

All listed board foot volumes of sawlog size products in this contract have been determined using a top diameter inside bark of eight (8) inches.

2.2.4 - Skidding length (2/14)

Skidding of un-limbed tops or lengths of over twenty six (26) feet will not be permitted, unless approved by the Unit Manager or their representative.

2.2.7 - Uncut designated trees (2/04)

Liquidated damages of \$10.00 per tree will be assessed for every marked tree not cut.

2.2.8 - Utilization and removal (5/14)

All products meeting standards set forth in General Condition and Requirement 2.2 - Utilization must be removed from the sale area. All products not meeting standards set forth in General Condition and Requirement 2.2 - Utilization may not be removed from the sale area, e.g. tops. Chips are considered a product and may not be stockpiled on site. This is because chip piles inhibit regeneration.

2.2.11 - Chipping restriction (9/14)

If chipping occurs on this sale, no woody debris that is present on the ground at the start of the sale may be chipped. In addition, brush may not be stockpiled for more than 30 days and chips produced may not be stored or stockpiled on-site.

3 - Payments

3.4 - Damaged Timber

3.4.1 - Damaged timber (7/16)

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

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

4 - Transportation

4.1 - Construction

4.1.1 - Stream crossings, general (3/11)

All stream crossing structures will be temporary and therefore, shall be provided by the Purchaser, and must be removed upon completion of the sale. All permits for stream crossings will be provided by the DNR for crossings on State Forest Land. Notify the DNR at least 90 days prior to work commencing on crossing(s) which require a permit from EGLE.

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.

4.1.5 - Culverts (5/14)

Roads may require the installation of culverts for cross drainage at natural drainage-ways. If culverts are needed in these locations, their placement will be as specified by the sale administrator. These culverts shall be installed prior to hauling. The culverts shall be new, corrugated metal or plastic gauge. Culverts will be a minimum of twelve (12) inches in diameter and twenty four (24) feet in length. If culverts are removed, fill shall be removed from wetland soils as specified by the sale administrator. Soils shall be left in a non-erodible condition, with water bars, seed, fertilizer, mulch and slash installed as directed by the sale administrator and as specified in the BMP manual. Stream crossing permits, if needed, shall be obtained by the DNR for crossings on State Forest Land. Notify the DNR 90 days prior to commencing work on crossing(s) which require an EGLE permit.

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, 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. Some existing roads may also need to be closed, see the Timber Sale Map for locations. These roads must be rendered impassable to cars and trucks. In general, this will require constructing double earthen berms at strategic locations. All stumps from road building and landing construction must be reserved to block any newly constructed roads upon completion of the sale. These stumps shall be scattered along the road system to prohibit vehicular movement. Temporary berms may be required if no sale activity occurs for 30 or more consecutive days. Contact the sale administrator for details of design and placement.

4.2 - Maintenance

4.2.2 - Fill material (4/07)

To maintain roads, fill material may be needed in areas where "holes" exist or may be expected to develop. This fill material should be placed before trucking begins. The sale administrator reserves the right to halt harvest activities, if haul roads are not properly filled and shaped to their specification.

4.2.4 - Grading (10/16)

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

4.4 - Access

4.4.1 - Private property access (3/11)

Permission for access across private land is the responsibility of the Purchaser. Should the Purchaser desire to cross private land, a copy of the written permission from the private landowner may be required by the DNR.

5 - Operations

5.1 - Notification

5.1.1 - Pre-sale conference (10/16)

A pre-sale conference between the Purchaser and sale administrator is required prior to beginning any operation, to determine landing and road locations. The Unit Manager or their representative must be contacted at least 10 days in advance to schedule the conference.

5.1.4 - Post-sale conference (10/16)

A post-sale conference on site between the Purchaser and sale administrator is required 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 (9/16)

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. If sale boundary lines are along a public road or highway, then slash must be removed 50' from these lines per General Condition & Requirement 5.2.1.

5.2.1.11 - Slash for reforestation (5/07)

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

5.2.2 - Hazard Trees/Snags

5.2.2.1 - Den trees (10/16)

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

5.2.3 - Operating Restrictions

5.2.3.3 - Bark slippage restriction (3/09)

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

5.2.30 - Landing/road top soil protection (2/15)

Top soil on new landings and new roads must be removed, stockpiled and saved. Upon completion of the timber sale, soil must be evenly distributed back over the area for revegetation. In addition, the area may need to be seeded and mulched per instruction of the sale administrator.

5.2.32 - Decking/landing restoration (9/13)

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

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

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

5.4 - Soil Protection

5.4.1 - Rutting restriction, general (7/16)

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

5.8 - Protection of Endangered Species

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

In the event that an active red shoulder hawk or goshawk nest is found, the contract may be amended to protect the nest site

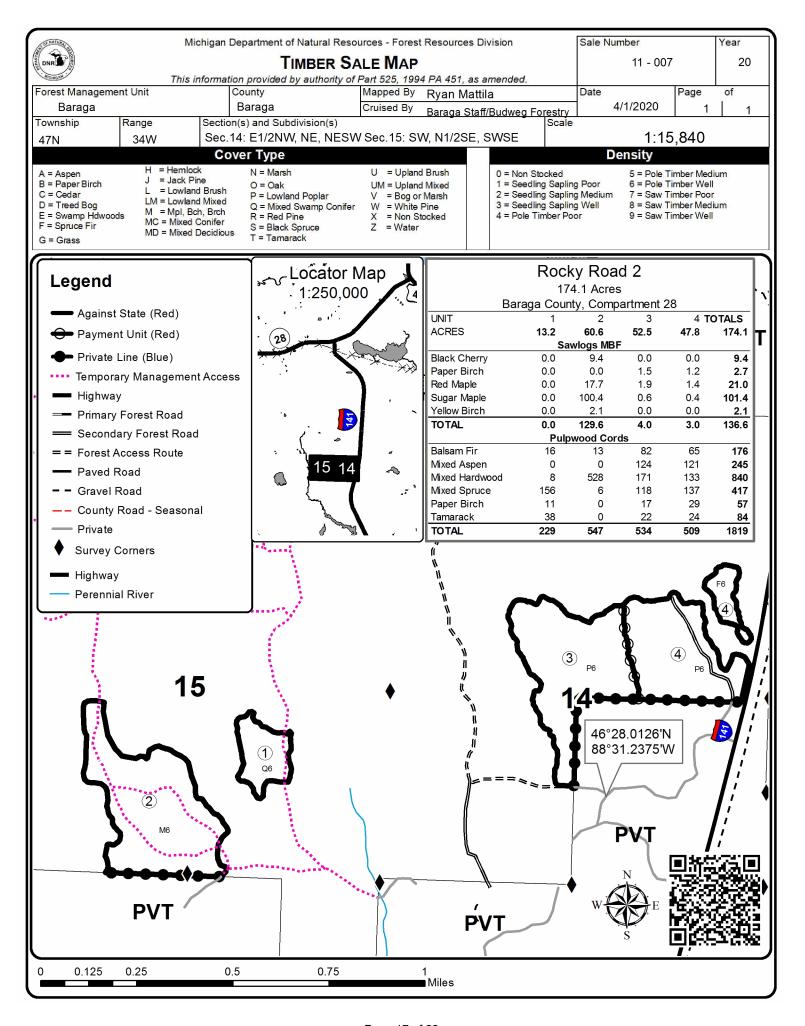
until the nest is determined to be inactive. The value of the trees in this excluded area will be refunded or credited to the Purchaser. The nest will be buffered with a five-chain radius (eight acre) protection area, centered on the nest tree, in which there will be no cutting or new roads constructed. Avoid human disturbance, including loading and skidding, in the protection area

An additional zone of five chains (ten chains centered on the active nest tree) will be established in which there is no management activity from April 1 to July 30. 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.

5.8.5 - Protection of raptor nests (3/13)

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

Section Name: Sale Specific Current as of 8/17/2020 7:41:23AM



Page 18 of 22	2
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BID FORM

BARAGA MANAGEMENT UNIT BARAGA OFFICE

Nelligan Mix (11-003-20)

T48N, R31W, SEC. 10; T48N, R31W, SEC. 14; T48N, R31W, SEC. 23; Baraga

In response to the notice of sale to be held 9:00 a.m. (local time) on September 17, 2020, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES Sawtimber	ESTIMATED	VOLUME*	<u>AD</u>	VERTISED PRICE	BID PRICE/UNIT
Basswood	10.10	MBF	\$	63.00/MBF	\$
Black Ash	1.60	MBF	\$	19.00/MBF	\$
Paper Birch	26.90	MBF	\$	24.00/MBF	\$
Red Maple	35.90	MBF	\$	116.00/MBF	\$
Sugar Maple	177.20	MBF	\$	193.00/MBF	\$
Yellow Birch	12.60	MBF	\$	95.00/MBF	\$
Pulpwood					
Balsam Fir	133.00	Cords	\$	3.75/Cord	\$
Basswood	69.00	Cords	\$	3.60/Cord	\$
Mixed Aspen	144.00	Cords	\$	12.40/Cord	\$
Mixed Hardwood	2,179.00	Cords	\$	7.20/Cord	\$
Mixed Spruce	171.00	Cords	\$	6.45/Cord	\$
Paper Birch	276.00	Cords	\$	10.65/Cord	\$
Tamarack	16.00	Cords	\$	6.70/Cord	\$

^{*}The volumes are statistically estimated within plus (+) or minus (-) 14.79 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

	FEDERAL ID:	or SOCIAL SEC	URITY NUMBER:		
	Company or individual bidding:			<u></u>	
	Company representative's name:			<u></u>	
	Address:			<u></u>	
	City:	State:	Zip:		
F AVAILA	ABLE, PLEASE PLACE THE PERS	ONALIZED LABEL FROI	M YOUR PROSPECTUS	S IN THE ABOVE BOX.	
ndividual	or company representative's signa	ture:		Date:	
hone nu	ımher ·	Fmail	(optional):		

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



Michigan Department of Natural Resources Forest Resources Division

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

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

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

VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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

1. My business is organized as (you must check one of the boxes below): A. □ Sole Proprietorship (individual) B. □ Partnership C. □ Corporation 2. You must check one of the boxes below: A. □ Loertify 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. □ Loertify my business has satisfied its o bligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195). C. □ I certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty-one (21) days of the contract award. 3. If you have checked item 2(A) or 2(B), you must indicate the number of both full-time and part-time employees, of than yourself, including family members and active partners (if none, you must enter "0").	•	twenty-one (21) days of the contract award and prior to	the issuance of the timber sale contract.
B.	•	All Information must be typed or printed except for write	ten signatures.
A. Sole Proprietorship (individual) B. Partnership C. Corporation 2. You must check one of the boxes below: A. I certify my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws. B. Certify my business has satisfied its o bligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195). C. Contract my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty-one (21) days of the contract award. If you have checked item 2(A) or 2(B), you must indicate the number of both full-time and part-time employees, of the any yourself, including family members and active partners (if none, you must enter "0"). Full-time Employees Part-time Employees Part-time Employees Part-time Employees Part-time Employees Telephone (Contract award) State ZIP Thereby certify that the above information is true and correct. I agree to notify the Michigan DNR of any changes that occur in factors affecting my coverage during any of my present and future operations. Signature of Owner or Authorized Representative	Ple	ease Check Appropriate Categories:	
B.	1.	My business is organized as (you must check <u>one</u> of	the boxes below):
C. ☐ Corporation 2. You must check one of the boxes below: A. ☐ I certify my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws. B. ☐ I certify my business has satisfied its o bligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195). C. ☐ I certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty-one (21) days of the contract award. 3. If you have checked item 2(A) or 2(B), you must indicate the number of both full-time and part-time employees, oth than yourself, including family members and active partners (if none, you must enter "0"). Full-time Employees Part-time Employees Federal ID (or) Social Security No. Telephone (()) State ZIP hereby certify that the above information is true and correct. I agree to notify the Michigan DNR of any changes that occur factors affecting my coverage during any of my present and future operations. Signature of Owner or Authorized Representative		A. Sole Proprietorship (individual)	
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A.		C. Corporation	
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one (21) days of the contract award. 3. If you have checked item 2(A) or 2(B), you must indicate the number of both full-time and part-time employees, oth than yourself, including family members and active partners (if none, you must enter "0"). Full-time EmployeesPart-time EmployeesPart-time Employees		Exclusion (BWC-337, Rev. 5/96). I will provide a cop	y of the Notice of Exclusion within 21 days of the contract award. (For
than yourself, including family members and active partners (if none, you must enter "0").			Policy. I will provide an original Certificate of Insurance within twenty-
Address Telephone () City State ZIP Thereby certify that the above information is true and correct. I agree to notify the Michigan DNR of any changes that occur in factors affecting my coverage during any of my present and future operations. Signature of Owner or Authorized Representative	0.	than yourself, including family members and active pa	artners (if none, you must enter "0").
State State ZIP hereby certify that the above information is true and correct. I agree to notify the Michigan DNR of any changes that occur factors affecting my coverage during any of my present and future operations. Signature of Owner or Authorized Representative	lam	ne of Business	Federal ID (or) Social Security No.
hereby certify that the above information is true and correct. I agree to notify the Michigan DNR of any changes that occur in factors affecting my coverage during any of my present and future operations. Signature of Owner or Authorized Representative	Addr	ress	Telephone (
n factors affecting my coverage during any of my present and future operations. Signature of Owner or Authorized Representative	City	State	ZIP
Title Date	n fa	actors affecting my coverage during any of my present a	
	T	Title	Date

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

BID FORM

BARAGA MANAGEMENT UNIT BARAGA OFFICE

Rocky Road 2 Mix (11-007-20)

T47N, R34W, SEC. 14; T47N, R34W, SEC. 15; Baraga COUNTY

In response to the notice of sale to be held 9:00 a.m. (local time) on September 17, 2020, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	ESTIMATED VOLUME*	<u>A</u> [OVERTISED PRICE	BID PRICE/UNIT
Sawtimber				
Black Cherry	9.40 MBF	\$	70.00/MBF	\$
Paper Birch	2.70 MBF	\$	24.00/MBF	\$
Red Maple	21.00 MBF	\$	116.00/MBF	\$
Sugar Maple	101.40 MBF	\$	193.00/MBF	\$
Yellow Birch	2.10 MBF	\$	95.00/MBF	\$
Pulpwood				
Balsam Fir	176.00 Cords	\$	3.75/Cord	\$
Mixed Aspen	245.00 Cords	\$	12.40/Cord	\$
Mixed Hardwood	840.00 Cords	\$	7.20/Cord	\$
Mixed Spruce	417.00 Cords	\$	6.45/Cord	\$
Paper Birch	57.00 Cords	\$	10.65/Cord	\$
Tamarack	84.00 Cords	\$	6.70/Cord	\$
1				

^{*}These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

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

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



Michigan Department of Natural Resources Forest Resources Division

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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

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

VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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

•	In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract.				
•	All Information must be typed or printed except for written signatures.				
Please Check Appropriate Categories:					
1.	 My business is organized as (you must check <u>one</u> of the boxes below): A. □ Sole Proprietorship (individual) B. □ Partnership C. □ Corporation 				
3.	 You must check one of the boxes below: A. I certify my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws. B. I certify my business has satisfied its o bligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195). C. I certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty-one (21) days of the contract award. 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"). 				
Nam	Name of Business Fe	Federal ID (or) Social Security No.			
Add	Address Te	lephone)			
City	City State ZIF				
I hereby certify that the above information is true and correct. I agree to notify the Michigan DNR of any changes that occur in factors affecting my coverage during any of my present and future operations. Signature of Owner or Authorized Representative Title Date					
	TIUG	Date			

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