

DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

TIMBER SALE PROSPECTUS #4545

SCHEDULED SALE DATE AND TIME: 3:00 p.m. (local time) on June 11, 2012. LOCATION: GWINN MGMT UNIT, 410 WEST M-35, GWINN, MI 49841.

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

PIKE LAKE CAMPGROUND (32-021-11-01) / T45N, R26W, SEC. 28, NESW.

Marquette County, Advertised Price \$2,487.80, 9.0 Acres

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

CHARLIE ASPEN THICKETS (32-113-11-01) / T45N, R27W, SEC. 25, S1/2SE.

T45N, R27W, SEC. 36, NE1/4, SE 1/4.

Marquette County, Advertised Price \$42,831.95, 105.0 Acres

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

CHARLIE LAKES VIEW (32-114-11-01) / T45N, R27W, SEC. 25, NESE, SESE, SWSE, SESW.

T45N, R27W, SEC. 36, NWNE, SWNE, NWSE.

Marquette County, Advertised Price \$18,801.10, 67.0 Acres

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

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

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

Bids must be received by the Unit Manager, GWINN OFFICE, 410 WEST M-35, GWINN, MI 49841, no later than 3:00 p.m. (local time) on June 11, 2012. For further information concerning this sale, contact Jim Ferris at 906-346-9201.

2. Bidder's Qualifications (2/12)

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

3. Preparation of Sealed Bids (1/11)

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

4. Submission of Sealed Bids (6/11)

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

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

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

6. Award of Contract (1/11)

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

7. Down Payment (1/11)

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

8. Performance Security (1/11)

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

9. Timber Sale Contract (1/11)

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

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

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

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

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

Unless otherwise indicated in the contract under section 7 – Other Conditions of the Sale Specific Conditions & Requirements, the area encompassed by this timber sale is certified to the standards of the Forest Stewardship Council (FSC) - Certificate #SCS-FM/COC-00090N and the Sustainable Forestry Initiative (SFI) - Certificate # NSF-SFIS-5Y031-S1. Forest products from this sale may be delivered to the mill as "FSC Pure and / or SFI certified" as long as the contractor hauling the forest products is chain-of-custody (COC) certified or covered under a COC certificate from the destination mill. The purchaser is responsible for maintaining COC after leaving the sale area.

RODNEY STOKES
Director

TIMBER SALE INFORMATION

PIKE LAKE CAMPGROUND (32-021-11-01)

T45N, R26W, SEC. 28.

Marquette County (Advertised Price \$2,487.80)

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

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

PRODUCTS & SPECIES	ESTIMATED UNITS*	ADV	ERTISED PRICE
Pulpwood			
Mixed Hardwood	44.00 Cords	\$	24.20 / Cord
Paper Birch	49.00 Cords	\$	27.80 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$60.80:

PRODUCTS & SPECIES	ESTIMATED UNITS*	<u>ADV</u>	ERTISED PRICE
Pulpwood			
Q. Aspen	2.00 Cords	\$	30.40 / Cord

^{*} The total volume is statistically estimated within plus (+) or minus (-) 23.64 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 \$125.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
 - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
 - (b) The remainder is due before cutting begins.
- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 05/31/2014.

Sale Specific Conditions & Requirements

Sale Name: Pike Lake Campground Sale Number: 32-021-11-01

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (12/08)

The sale boundary is marked and identified by red paint. Do not cut painted boundary line trees.

2 - Timber Specifications

2.1 - Included Timber

2.1.7 - Leave tree marked unit(s) (8/11)

Within Payment Unit(s) 1, all maple, white birch and aspen trees, which meet minimum piece specifications in 2.2 Utilization, are designated for cutting EXCEPT DO NOT CUT spruce, yellow birch, white pine, red pine, oak and hemlock trees and trees marked with ORANGE PAINT above and below stump height.

2.2 - Utilization

2.2.3 - Stump heights (4/07)

Stump heights within the Sale Area shall not exceed 12 inches for all trees. A written waiver of this requirement may be obtained if snowpack impedes cutting depth.

2.2.4 - Skidding length (2/11)

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

2.2.9 - No chipping permitted (12/08)

Within Payment Unit(s) 1, all wood must be removed by roundwood operations. No chipping is permitted.

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.

4.1.12 - No new roads (6/10)

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

4.2 - Maintenance

4.2.1 - Hauling restriction (12/08)

Hauling may be restricted on forest roads by the Unit Manager or his/her representative. The restriction may occur during spring breakup or during wet weather conditions.

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 (12/08)

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations to determine landings and discuss operations within the campground. The Unit Manager or his/her representative must be contacted at least 4 days in advance to schedule the conference.

5.1.4 - Post-sale conference (6/11)

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

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.2 - Slash Removal

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

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

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

5.2.3.1 - Operating restrictions (12/08)

Within Payment Unit(s) 1, unless changed by written agreement, cutting, skidding, and hauling are limited to the period of December 1 to April 1. This restriction is to avoid conflicts with landowners and recreation facilities.

5.2.3.2 - Operating restrictions (12/08)

Within Payment Unit(s) 1, unless changed by written agreement, hauling is not permitted on Saturdays or Sundays. This restriction is because of landowner access and high recreational use of the Pike Lake Access Site.

5.2.31 - Landing locations (10/09)

Landing areas will be determined on site at the pre-sale conference. Any skid trails through the campground must be approved by the Unit Manager or his/her representative. The boat launch parking area will not be used for landing/decking purposes. No logging vehicles or trucks will be parked at the boat launch parking area. Landings must be confined to these designated sites unless otherwise authorized by the Unit Manager or his/her representative.

5.2.32 - Decking/landing restoration (9/11)

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. Aesthetic considerations are also very important due to high use of this Lake area by the public.

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

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

5.4 - Soil Protection

5.4.1 - Rutting restriction, general (1/09)

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

6 - Safety and Fire Prevention

6.2 - Signing

6.2.1 - Road posting (9/09)

The purchaser is responsible for posting and maintaining caution signs on Pike Lake Campground Road and other forest roads involved with sale operations prior to beginning operations. The road must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

Section Name: Sale Specific Current as of 1/23/2012 11:43:42AM



A = Aspen

B = Paper Birch

Michigan Department of Natural Resources - Forest, Mineral & Fire Management

TIMBER SALE MAP

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

Sale Number Year

32-021-01/2011

MOHOAR					,,	-
Forest Managem	ent Unit	County	Mapped By TRAVIS	Date	Page	of
GWINN	100000000000000000000000000000000000000	MARQUETTE	Cruised By LABUMBALD TRAVIS	9-27-11	<u>t</u>	
Township	Range	Section(s) and Subdivisio	n(s)			

26W 45N

G = Grass

H = Hemlock

J = Jack Pine

L = Lowland Brush

28 - NESW Cover Type

O = Oak U = Upland Brush V = Bog or Marsh P = Lowland Poplar W = White Pine Q = Mixed Swamp Cnfr

X = Non Stocked R = Red Pine Z = Water

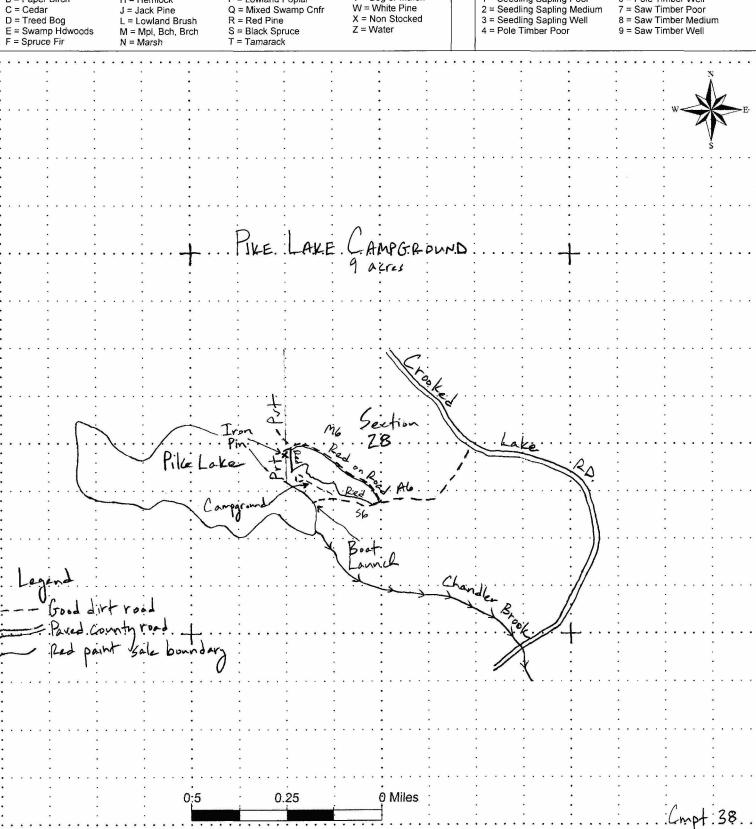
Density 0 = Non Stocked 5 = Pole Timber Medium

1 = Seedling Sapling Poor 2 = Seedling Sapling Medium

3 = Seedling Sapling Well

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

9 = Saw Timber Well



TIMBER SALE INFORMATION

CHARLIE ASPEN THICKETS (32-113-11-01)

T45N, R27W, SEC. 25; T45N, R27W, SEC. 36.

Marquette County (Advertised Price \$42,831.95)

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

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

PRODUCTS & SPECIES	ESTIMATED UNITS*	<u>ADVI</u>	ERTISED PRICE
Pulpwood			
Balsam Fir	272.00 Cords	\$	20.45 / Cord
Black Spruce	250.00 Cords	\$	24.55 / Cord
Jack Pine	73.00 Cords	\$	39.55 / Cord
Mixed Hardwood	203.00 Cords	\$	21.60 / Cord
Paper Birch	224.00 Cords	\$	23.35 / Cord
Q. Aspen	385.00 Cords	\$	26.20 / Cord
Tamarack	103.00 Cords	\$	21.40 / Cord
W. Spruce	171.00 Cords	\$	26.40 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$1,824.10:

PRODUCTS & SPECIES	ESTIMATED UNITS*	<u>ADV</u>	ERTISED PRICE
Pulpwood			
B. Poplar	74.00 Cords	\$	24.65 / Cord

^{*} The total volume is statistically estimated within plus (+) or minus (-) 13.04 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of \$2,142.00 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:

(c) Fayineill for each of the following utilis in	ust be made before culling begins in that unit.
PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
01	28%
02	15%
03	19%
04	38%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 05/31/2015.

Sale Specific Conditions & Requirements

Sale Name: Charlie Aspen Thickets Sale Number: 32-113-11-01

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (12/08)

The sale boundary and payment unit boundaries are marked and identified by red paint. Exterior sale boundary lines against state are marked with single red paint marks. Interior payment unit boundaries are marked with double red paint marks. Do not cut painted boundary line trees.

2 - Timber Specifications

2.1 - Included Timber

2.1.2 - Clearcut unit(s) w/o unmerchantable trees (12/08)

Within Payment Unit(s) 1 - 4, cut all species of trees which meet minimum piece specifications in 2.2 Utilization except DO NOT CUT cedar, white pine, yellow birch, red pine, black cherry, hemlock and oak. In addition, DO NOT CUT any trees marked with GREEN paint. Special protection trees identified in accordance with condition 3.4.2, within even-age management unit boundaries, are not Included Timber and are to be protected.

2.2 - Utilization

2.2.9 - No chipping permitted (12/08)

Within Payment Unit(s) 1 - 4, all wood must be removed by roundwood operations. No chipping is permitted.

3 - Payments

3.4 - Damaged Timber

3.4.1 - Damaged timber (6/05)

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured. Damage to residual trees (defined as breaking of the cambium layer, broken tops or bending of trees from their natural position) is not acceptable.

No damage is acceptable to merchantable trees. Within the sale area, if more than 5% of trees (> 4.5" DBH) within a specified area of the sale are damaged, liquidated damages will be assessed for all trees damaged. Rates will be in accordance with General Condition and Requirement 3.4 Damaged Timber, or at a rate of \$50 per tree, whichever is greater.

3.4.2 - Special Protection Trees (8/11)

The Purchaser shall not cut live or dead special protection trees within cutting units or clearings. Special protection trees are marked with GREEN paint and also include all cedar, white pine, yellow birch, red pine, black cherry, hemlock and oak. The Purchaser shall protect special protection trees from damage by the Purchaser's operations. If the Purchaser's operations have cut or damaged special protection trees through carelessness, the Purchaser shall pay \$20 as fixed, agreed and liquidated damages for each special protection tree cut or damaged. Such payment does not constitute ownership of the undesignated timber.

3.4.3 - Special Protection Areas (8/11)

The Purchaser shall protect special protection areas from damage by the Purchaser's operations. Special protection areas are marked with a green boundary line. The Purchaser shall not cut live or dead trees within special protection areas. If the Purchaser's operations have cut or damaged special protection areas through carelessness, the Purchaser shall pay \$200 as fixed, agreed and liquidated damages for each acre or part thereof cut or damaged. Such payment does not constitute ownership of the undesignated timber.

4 - Transportation

4.1 - Construction

4.1.3 - Slash and earthen piles (8/04)

Piles or windrows of earth along roads and landings that have been widened or constructed shall be leveled. Slash from road maintenance or construction, including stumps, shall be dispersed throughout the sale, at least 100 feet from North Shore Road.

4.1.6 - Road construction (1/09)

Construction of new roads or improvements of existing roads shall be done in such a way as to minimize the environmental and visual impacts. Merchantable trees shall be cut and utilized unless otherwise directed. Non-merchantable trees shall be severed and laid flat on the ground. Slash shall be scattered, and not left in windrows. Stumps shall be set upright, not left on edge, and be moved at least 100 feet from the edge of North Shore Road. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

4.1.7 - Road closure (4/07)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing double earthen berms at strategic locations and scattering stumps and slash for at least 150 feet behind berms to block ATV traffic. These roads must be rendered impassable to wheeled motorized vehicles. Temporary road closures will be required if no sale activity occurs for 30 or more consecutive days. Contact the sale administrator for specific details of design and placement.

4.2 - Maintenance

4.2.1 - Hauling restriction (12/08)

Hauling, cutting and skidding are prohibited between April 15th and November 30th. The restriction is due to lowland soils within sale area and heavy summer vehicle traffic along forest roads.

4.2.3 - Road maintenance (9/08)

The following road maintenance is required: North Shore Road and any other forest roads involved with logging operations and hauling will be graded every spring, once seasonal road restrictions are lifted from county roads in Marquette county. This grading will be inspected by the Unit Manager or his/her representative and must return these existing roads to a condition equal to or better than the condition prior to the sale.

4.2.4 - Grading (12/08)

Roads must be graded after the sale is completed. In general, this will require a road grader or bull dozer to shape up the roads after forest products have been hauled off site and the roads have become dry after spring break-up. The grading equipment to be used must be approved by the Unit Manager or his/her representative.

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 (12/08)

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations to determine landing locations and discuss heavy traffic use of forest roads. The Unit Manager or his/her representative must be contacted at least 5 days in advance to schedule the conference.

5.1.4 - Post-sale conference (9/09)

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. A final inspection of forest road conditions after mandatory grading must be made by the Unit Manager or his/her representative. Every attempt should be made to have the DNR representative on-site when grading is being conducted.

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.2 - Slash Removal

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

All slash must be removed at least 20 feet from the cleared right-of-way of all forest roads.

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.

5.2.31 - Landing locations (10/09)

Landings must be confined to designated sites located at the pre-sale, on-site conference unless otherwise authorized by the Unit Manager or his/her representative.

5.2.32 - Decking/landing restoration (9/11)

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.

5.2.37 - No decking areas (12/08)

No decking is allowed within 50 feet of Charlie Lakes Road, which is a plowed county road. In addition, no decking is allowed along North Shore Road. North Shore Road should not be blocked by logging equipment or trucks.

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

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

5.4 - Soil Protection

5.4.1 - Rutting restriction, general (1/09)

Operations are to cease immediately if equipment and weather conditions result in rutting of roads which is 12 inches or greater in depth and 50 feet in length. In addition, operations are to cease immediately if equipment and weather conditions result in rutting on skid trails which is 14 inches or greater in depth and 75 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 (4/09)

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

6 - Safety and Fire Prevention

6.2 - Signing

6.2.1 - Road posting (9/09)

The purchaser is responsible for posting and maintaining caution signs on North Shore Road prior to beginning operations. The road must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

7 - Other Conditions

7.5 - Loss

7.5.1 - Deteriorating timber (7/09)

The sale area has received damage from windthrow and advanced of age of some of the timber. The purchaser should harvest the wood as soon as possible. The Department of Natural Resources is held free of responsibility of any further damage or deterioration due to delay in harvesting.

Section Name: Sale Specific Current as of 1/23/2012 9:22:50AM

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Forest Managemen	nt Unit		County			Mapped B					Date		Page of	
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Township	Range	Sec	tion(c) an	d Cubdivi	cion(c)			3	- 2				Total marks	· · · · · ·
45N	27W		5 - 5	ZSE	: 36 -	- NE 1/6	t. SE	14			Scale:	Inches.	. = 1 mile	9
			Cover Ty	/ре							Den	sity		
A = Aspen B = Paper Birch C = Cedar D = Treed Bog E = Swamp Hdwood F = Spruce Fir	L = Lo	emlock ck Pine wland Brush ol, Bch, Brch	P = Q = R = S =	Oak Lowland P Mixed Swa Red Pine Black Spru Tamarack	amp Cnfr uce	V = Bog W = W	and Brush g or Marsh nite Pine n Stocked ter		2 = Seedli 3 = Seedli	tocked ing Sapling ing Sapling ing Sapling imber Poo	Poor Medium Well	5 = Pole Tim 6 = Pole Tim 7 = Saw Tim 8 = Saw Tim 9 = Saw Tim	nber Well iber Poor iber Medium	
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TIMBER SALE INFORMATION

CHARLIE LAKES VIEW (32-114-11-01)

T45N, R27W, SEC. 25; T45N, R27W, SEC. 36.

Marquette County (Advertised Price \$18,801.10)

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

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

PRODUCTS & SPECIES	ESTIMATED UNITS*	<u>ADV</u>	ERTISED PRICE
Pulpwood			
Balsam Fir	54.00 Cords	\$	19.70 / Cord
Mixed Aspen	202.00 Cords	\$	23.45 / Cord
Mixed Hardwood	494.00 Cords	\$	21.00 / Cord
Paper Birch	62.00 Cords	\$	24.10 / Cord
W. Spruce	34.00 Cords	\$	33.30 / 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 **\$941.00** 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:

, -, -	J	3 - 3
PAYMENT UNIT NUMBER		PERCENT OF TOTAL SALE VALUE
01		31%
02		36%
03		33%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 05/31/2015.

Sale Specific Conditions & Requirements

Sale Name: Charlie Lakes View Sale Number: 32-114-11-01

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (12/08)

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

2 - Timber Specifications

2.1 - Included Timber

2.1.7 - Leave tree marked unit(s) (8/11)

Within Payment Unit(s) 1, 2 and 3, all trees, which meet minimum piece specifications in 2.2 Utilization, are designated for cutting EXCEPT DO NOT CUT oak, cherry, yellow birch, red pine, white pine, hemlock, cedar and all trees marked with green paint above and below stump height. Special protection trees identified in accordance with condition 3.4.2, within clearcutting unit boundaries, are not Included Timber and are to be protected.

2.2 - Utilization

2.2.9 - No chipping permitted (12/08)

Within Payment Unit(s) 1, 2 and 3, all wood must be removed by roundwood operations. No chipping is permitted.

3 - Payments

3.4 - Damaged Timber

3.4.1 - Damaged timber (6/05)

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

No damage is acceptable to merchantable trees. Within the sale area, if more than 5% of trees (> 4.5" DBH) within a specified area of the sale are damaged, liquidated damages will be assessed for all trees damaged. Rates will be in accordance with General Condition and Requirement 3.4 Damaged Timber, or at a rate of \$50 per tree, whichever is greater.

3.4.2 - Special Protection Trees (8/11)

The Purchaser shall not cut live or dead special protection trees within cutting units or clearings. Special protection trees are marked with GREEN PAINT and also include all white pine, red pine, cherry, oak, hemlock, cedar and yellow birch. The Purchaser shall protect special protection trees from damage by the Purchaser's operations. If the Purchaser's operations have cut or damaged special protection trees through carelessness, the Purchaser shall pay \$50 as fixed, agreed and liquidated damages for each special protection tree cut or damaged. Such payment does not constitute ownership of the undesignated timber.

4 - Transportation

4.1 - Construction

4.1.3 - 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, at least 50 feet from North Shore Road and Camp 10 Road.

4.1.6 - Road construction (1/09)

Construction of new roads or improvements of existing roads shall be done in such a way as to minimize the environmental and visual impacts. Merchantable trees shall be cut and utilized unless otherwise directed. Non-merchantable trees shall be severed and laid flat on the ground. Slash shall be scattered, and not left in windrows. Stumps shall be set upright, not left on edge, and be moved at least 20 feet away from the edge of North Shore Road and Camp 10 Road. 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 double earthen berms at strategic locations and scattering stumps and slash for at least 100 feet behind berms to block ATV traffic. These roads must be rendered impassable to wheeled motorized vehicles. Temporary road closures will be required if no sale activity occurs for 30 or more consecutive days. Contact the sale administrator for specific details of design and placement.

4.2 - Maintenance

4.2.1 - Hauling restriction (12/08)

Hauling, cutting and skidding are prohibited between April 15th and November 30th. The restriction is due to heavy vehicle traffic using forest roads to access numerous nearby camps.

4.2.3 - Road maintenance (9/08)

The following road maintenance is required: North Shore Road, Camp 10 Road and any other forest roads involved with logging operations and hauling will be graded every spring, once seasonal road restrictions are lifted from county roads in Marquette county. This grading will be inspected by the Unit Manager or his/her representative and must return those existing roads to a condition equal to or better than the condition prior to the sale.

4.2.4 - Grading (12/08)

Roads must be graded after the sale is completed. In general, this will require a road grader or bull dozer to shape up the roads after forest products have been hauled off site and the roads have become dry after spring break-up. The grading equipment to be used must be approved by the Unit Manager or his/her representative.

4.2.5 - Two wheel drive condition (2/04)

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

5 - Operations

5.1 - Notification

5.1.1 - Pre-sale conference (10/11)

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations to determine landing locations and discuss heavy traffic use of forest roads. The Unit Manager or his/her representative must be contacted at least 5 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. A final inspection of forest road conditions after mandatory grading must be made by the Unit Manager or his/her representative. Every attempt should be made to have the DNR representative on-site when grading is being conducted.

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.2 - Slash Removal

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

All slash must be removed at least 20 feet from the cleared right-of-way of all forest roads.

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.

5.2.31 - Landing locations (10/09)

Landings must be confined to designated sites located at the pre-sale, on-site conference unless otherwise authorized by the Unit Manager or his/her representative.

5.2.32 - Decking/landing restoration (9/11)

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.

5.2.37 - No decking areas (12/08)

No decking is allowed within 50 feet of Charlie Lakes Road, which is a plowed county road. In addition, no decking is allowed along North Shore Road or Camp 10 Road. North Shore Road and Camp 10 Road should not be blocked by logging equipment or trucks.

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

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

5.4 - Soil Protection

5.4.1 - Rutting restriction, general (1/09)

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

5.8 - Protection of Endangered Species

5.8.5 - Protection of raptor nests (4/09)

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

6 - Safety and Fire Prevention

6.2 - Signing

6.2.1 - Road posting (9/09)

The purchaser is responsible for posting and maintaining caution signs on Camp 10 Road and North Shore Road prior to beginning operations. The road must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

Section Name: Sale Specific Current as of 1/23/2012 11:26:20AM

Michigan	This in	TIMBE formation provided by author	R SALE MAP	51 as amended	32-114-	11-01 2011
Forest Manageme	ent Unit	County	Mapped By B, Ty		Date	Page of
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TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

BID FORM

PIKE LAKE CAMPGROUND (32-021-11-01) T45N, R26W, SEC. 28, Marquette County

In response to the notice of sale to be held 3:00 p.m. (local time) on June 11, 2012, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

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PRODUC Pulpwood	TS & SPECIES	<u>ESTIMATEI</u>	O UNITS*	ADVE	ERTISED PRICE	BID PRICE		
	d Hardwood	44.00	Cords	\$	24.20 / Cord	\$ /	Cord	
Pape	r Birch	49.00	Cords	\$	27.80 / Cord	\$/	Cord	
n additioi	n, the successful bidder agree	s to purchase	the following specie	es at the	e indicated advertise	ed price for a total value	e of \$60.80 :	
	TS & SPECIES	<u>ESTIMATEI</u>	<u>D UNITS*</u>	ADV	ERTISED PRICE			
Pulpwood Q. As		2.00	Cords	\$	30.40 / Cord			
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	Company or individual biddin	g:						
	Company representative's na	nme:						
	Address:							
	City:	State	:	Zip:				
F AVAIL	ABLE, PLEASE PLACE THE F	PERSONALIZI	ED LABEL FROM Y	OUR F	PROSPECTUS IN T	HE ABOVE BOX.		
ndividual	or company representative's	signature:				Date:		
Phone nu	mber :		Email (op	tional):				



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:	2

•	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.	My business is organized as (you must check <u>one</u> of the both A. ☐ Sole Proprietorship (individual) B. ☐ Partnership C. ☐ Corporation	oxes below):					
2.	You must check one of the boxes below:						
	 A. I certify that my business is a sole proprietorship and it has Worker's Compensation Laws. 	as no employees but the sole proprietor. I am not subject to the					
	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 F days of the contract award.	Policy. I will provide an original Certificate of Insurance within 21					
3.	3. If you have checked item 2(A) or 2(B), you must indicate the number of both full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0").						
	Full-time Employees Part-time Employees						
Nam	me of Business F	ederal 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

BID FORM

<u>CHARLIE ASPEN THICKETS (32-113-11-01)</u> T45N, R27W, SEC. 25; T45N, R27W, SEC. 36, Marquette County

In response to the notice of sale to be held 3:00 p.m. (local time) on June 11, 2012, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	<u>ESTIMATE</u>	ESTIMATED UNITS*		ADVERTISED PRICE		BID PRICE	
Pulpwood							
Balsam Fir	272.00	Cords	\$	20.45 / Cord	\$	/ Cord	
Black Spruce	250.00	Cords	\$	24.55 / Cord	\$	/ Cord	
Jack Pine	73.00	Cords	\$	39.55 / Cord	\$	/ Cord	
Mixed Hardwood	203.00	Cords	\$	21.60 / Cord	\$	/ Cord	
Paper Birch	224.00	Cords	\$	23.35 / Cord	\$	/ Cord	
Q. Aspen	385.00	Cords	\$	26.20 / Cord	\$	/ Cord	
Tamarack	103.00	Cords	\$	21.40 / Cord	\$	/ Cord	
W. Spruce	171.00	Cords	\$	26.40 / Cord	\$	/ Cord	

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$1,824.10:

PRODUCTS & SPECIES	ESTIMATED UNITS*	AD\	ADVERTISED PRICE		
Pulpwood					
B. Poplar	74.00 Cords	\$	24.65 / Cord		

^{*} The total volume is statistically estimated within plus (+) or minus (-) 13.04 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

	FEDERAL ID:	or SOCIAL SECU	JRITY NUMBER:	·		
	Company or individual bidding:			_		
	Company representative's name:					
	Address:			_		
	City:	State:	Zip:			
۔ IF AVAIL	ABLE, PLEASE PLACE THE PERSO	NALIZED LABEL FROM	I YOUR PROSPECTUS IN	THE ABOVE BOX.		
Individual	vidual or company representative's signature: Date:					
Phone nu	none number : Email (optional):					



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 WO	RKER'S DISABIL	ITY CO	MPE	PENSATION ACT COMPLIANCE	
•	This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.					
•	In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within 21 days of the contract award and prior to the issuance of the timber sale contract.					
•	All Information must be typed or printed e	except for written s	ignature	s.		
Ple	ease 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					
2.	Worker's Compensation Laws. B. I certify that my business has satis Notice of Exclusion (BWC-337, Revaward. (For questions or a copy of the second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second s	oroprietorship and in oried its obligation to original provi original provi original provi original provi original provi	o the Wo de a cop se call the	orker's y of the Worl	ployees but the sole proprietor. I am not subject to the er's Compensation Act through the use of an approved of the Notice of Exclusion within 21 days of the contract Vorker's Compensation Bureau at 517-322-1195). will provide an original Certificate of Insurance within 21	
3.	If you have checked item 2(A) or 2(B), y than yourself, including family members				er of both full-time and part-time employees, other , you must enter "0").	
	Full-time Er	mployees			Part-time Employees	
Nam	ne of Business		Federal I	D (or)	or) Social Security No.	
Address				ne)		
City State ZI						
occ	ereby certify that the above information is true and correct. I agree to notify the Michigan DNRE of any changes that cur in factors affecting my coverage during any of my present and future operations. Signature of Owner or Authorized Representative					

Date

EEDEDAL ID.

BID FORM

CHARLIE LAKES VIEW (32-114-11-01) T45N, R27W, SEC. 25; T45N, R27W, SEC. 36, Marquette County

In response to the notice of sale to be held 3:00 p.m. (local time) on June 11, 2012, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	<u>ESTIMATE</u> I	D UNITS*	ADV	'ERTISED PRICE	BID P	RICE
Pulpwood						
Balsam Fir	54.00	Cords	\$	19.70 / Cord	\$	/ Cord
Mixed Aspen	202.00	Cords	\$	23.45 / Cord	\$	/ Cord
Mixed Hardwood	494.00	Cords	\$	21.00 / Cord	\$	/ Cord
Paper Birch	62.00	Cords	\$	24.10 / Cord	\$	/ Cord
W. Spruce	34.00	Cords	\$	33.30 / Cord	\$	/ Cord

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

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

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



Title

Michigan Department of Natural Resources & Environment Forest Management Division

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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

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

	VERIFICATION OF 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.	My business is organized as (you must check <u>one</u> of the boxes below): A. Sole Proprietorship (individual) B. Partnership C. Corporation					
2.	Worker's Compensation Laws. B.	proprietorship and it fied its obligation to . 5/96). I will provio ne BWC-337, please ker's Compensation	o the Worker's Com le a copy of the No e call the Worker's n Policy. I will provi	but the sole proprietor. I am not subject to the appensation Act through the use of an approved tice of Exclusion within 21 days of the contract Compensation Bureau at 517-322-1195). de an original Certificate of Insurance within 21 th full-time and part-time employees, other		
0.	than yourself, including family members Full-time En	and active partne				
Nam	e of Business		Federal ID (or) Social	Security No.		
Address			Telephone ()			
City State			ZIP			
000	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