

## DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

## **TIMBER SALE PROSPECTUS #5587**

SCHEDULED SALE DATE AND TIME: 10:00 a.m. (local time) on March 15, 2016. LOCATION: ATLANTA MGMT UNIT, 13501 M-33, ATLANTA, MI 49709.

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

AVERY LAKE RD. MIX (54-009-15-01) / T29N, R02E, SEC. 01, N/2NW, SWNW, NENE, S/2NE, NESE.

T29N, R02E, SEC. 02, E/2NE.

Montmorency County, Advertised Price \$55,935.25, 67.0 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.

SAGE PINE (54-010-15-01) / T29N, R02E, SEC. 01, N/2SW, SWSW.

T29N, R02E, SEC. 12, NWNW.

Montmorency County, Advertised Price \$175,367.70, 60.0 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.

AVERY HILLS RD. MIX (54-042-15-01) / T29N, R02E, SEC. 12, SESW.

T29N, R02E, SEC. 13, NW/4, SWNE, N/2SW, SE/4.

Montmorency County, Advertised Price \$112,566.10, 144.0 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.

HODGE PODGE MIX (54-043-15-01) / T29N, R02E, SEC. 01, E2SW, W2SE.

T29N, R02E, SEC. 07, T29N-R03E: SWSW.

T29N, R02E, SEC. 12, E2NW, W2NE, NENE, E2SW, SE4.

T29N, R02E, SEC. 13, NENW, N2NE.

Montmorency County, Advertised Price \$147,832.50, 293.0 Acres,

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

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

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

Bids must be received by the Unit Manager, ATLANTA OFFICE, 13501 M-33, ATLANTA, MI 49709, no later than 10:00 a.m. (local time) on March 15, 2016. For further information concerning this sale, contact Cody Stevens at 989-785-4251 extension 5240.

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

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

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

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

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

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

## 5. Public Opening of Sealed Bids (6/13)

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

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

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

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

## 7. Down Payment (1/11)

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

## 8. Performance Security (1/11)

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

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

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

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

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

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

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

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

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

DR. WILLIAM MORITZ
Director

## TIMBER SALE INFORMATION

## AVERY LAKE RD. MIX (54-009-15-01)

T29N, R02E, SEC. 01; T29N, R02E, SEC. 02. Montmorency County (Advertised Price \$55,935.25)

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

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

PRODUCTS & SPECIES	<b>ESTIMATED UNITS*</b>		<u>ADV</u>	ADVERTISED PRICE		
Sawlogs						
Mixed Aspen	79.90	MBF	\$	87.00 / MBF		
Mixed Oak	96.90	MBF	\$	117.00 / MBF		
Red Oak	107.30	MBF	\$	170.00 / MBF		
Pulpwood						
Mixed Aspen	442.00	Cords	\$	21.55 / Cord		
Mixed Oak	530.00	Cords	\$	8.80 / Cord		

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$5,216.55:

PRODUCTS & SPECIES	<b>ESTIMATED UNITS*</b>		ADVERTISED PRICE		
Sawlogs					
Red Maple	6.30	MBF	\$	143.00 / MBF	
Pulpwood					
Jack Pine	89.00	Cords	\$	25.20 / Cord	
Mixed Hardwood	98.00	Cords	\$	19.05 / Cord	
Red Pine	3.00	Cords	\$	68.65 / Cord	

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 11.65 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 \$2,800.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2018.

## Sale Specific Conditions & Requirements

Sale Name: Avery Lake Rd. Mix Sale Number: 54-009-15-01

#### 1 - Sale Area

#### 1.2 - Boundaries

## 1.2.1 - Painted boundaries (1/14)

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

## 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1-4, cut all trees that are two (2) inches or more at DBH except do not cut any white pine.

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

Note that mixed oak sawlogs include pin, black, hybrid/scrub oaks. Mixed oak pulpwood also includes red and white oak pulp. Mixed hardwood pulp includes red maple and cherry.

#### 2.2 - Utilization

## 2.2.2 - Chipping required (5/14)

Payment Unit 4 must be chip harvested to facilitate subsequent planting operations. The Purchaser has the option to produce sawlogs or pulpwood bolts, but the remaining portion of the trees must be chipped and hauled. Do not chip 1/6 to 1/3 of the slash from harvested trees (tree tops and limbs less than four inches in diameter).

## 2.2.3 - Stump heights (4/07)

Stump heights within Payment Unit(s) 4 shall not exceed 6 inches for all trees. This is in order to facilitate planting operations.

## 3 - Payments

## 3.3 - Pre-measured Sales

## 3.3.4 - Dividing payment units (7/14)

Payment Unit(s) 1 and 2 may be divided at the request of the Purchaser and upon approval of the Unit Manager. Dividing Payment Units is a contract modification which requires a Timber Sale Contract Supplement. There will be only one division per Payment Unit.

## 3.4 - Damaged Timber

## 3.4.1 - Damaged timber (6/14)

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured. 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.

## 4 - Transportation

#### 4.1 - Construction

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

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

## 4.1.6 - Road construction (1/09)

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

## 4.1.12 - No new roads (1/12)

No new roads will be permitted. All operations are limited to existing roads. Skid trails only will be allowed.

#### 4.2 - Maintenance

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

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

## 5 - Operations

#### 5.1 - Notification

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

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

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

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

## 5.2 - Conduct of Operations

#### 5.2.2 - Hazard Trees/Snags

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

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

#### 5.2.3 - Operating Restrictions

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

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

#### 5.2.3.11 - Coppice regeneration protection (4/10)

Timber harvesting in Payment Units 1, 2 and 3 must be completed before significant aspen or oak sprouting occurs in that Payment Unit so as to minimize damage to the new regeneration. Any post harvest operations, such as chipping, must be completed before sprouting of regeneration occurs. If it is anticipated that chipping will be delayed, then tops shall be carried to one central location or left unchipped. The Unit Manager or his/her representative may cease such operations if sprouting occurs before the operation is complete.

#### 5.2.4 - Dead and Down Creation

## 5.2.4.4 - Dead and down creation, grouse (8/13)

To encourage grouse and other wildlife, in Payment Unit(s) 1 and 3, leave one, 12" diameter or larger log-length (8 foot minimum) piece on the ground for every 2 acres. These will be evenly scattered throughout the unit. This can be an unmerchantable piece or a full tree.

## 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 be removed or scattered away from landing and loading areas and may not be windrowed on the edge.

## 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 4/9 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. The snowmobile trail may not be used for any timber sale operations from December 1 to March 31. The snowmobile trail is also an equestrian trail and may be used by riders throughout the year. Caution is necessary when working around or hauling 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.

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

## 5.8 - Protection of Endangered Species

#### 5.8.5 - 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.

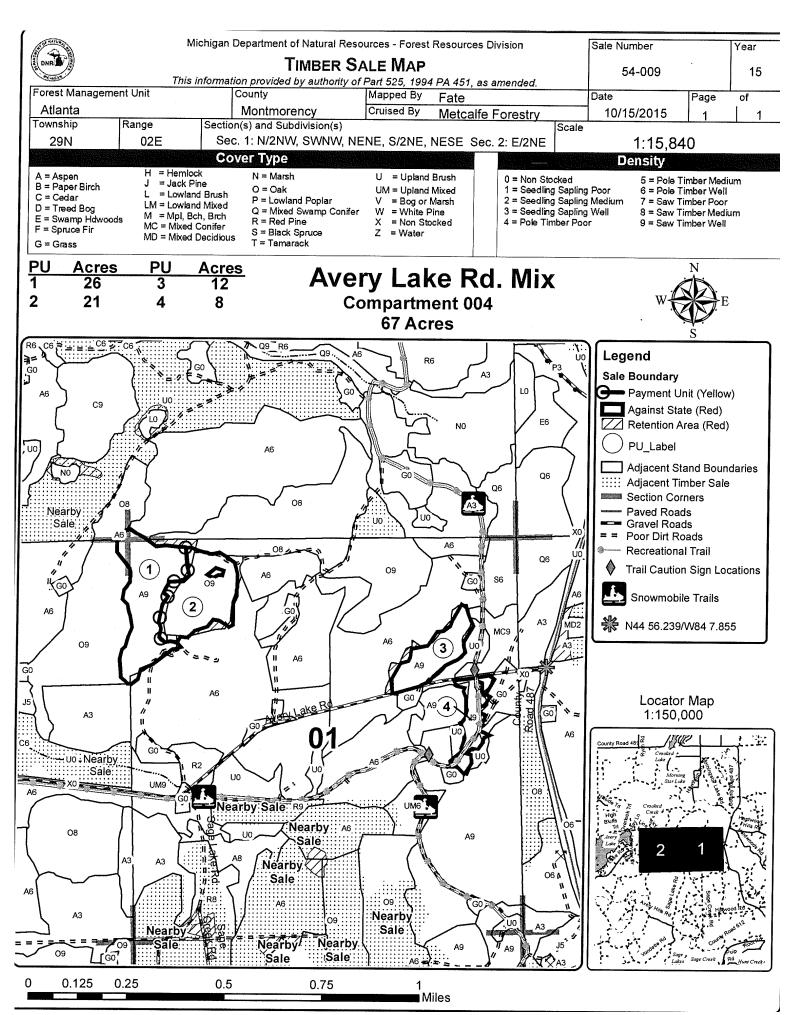
## 6 - Safety and Fire Prevention

## 6.2 - Signing

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

The Purchaser is responsible for posting and maintaining caution signs on the equestrian/snowmobile trail prior to beginning operations. The trail must be posted at locations designated on the map to warn of logging activity and truck traffic at both ends of the trail. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs and maintain them throughout the duration of the sale.

Section Name: Sale Specific Current as of 1/25/2016 11:43:29AM



## TIMBER SALE INFORMATION

## SAGE PINE (54-010-15-01)

T29N, R02E, SEC. 01; T29N, R02E, SEC. 12. Montmorency County (Advertised Price \$175,367.70)

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

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

PRODUCTS & SPECIES	<b>ESTIMATED UNITS*</b>		/ERTISED PRICE
Sawlogs			
Red Pine	751.50 MBF	\$	197.00 / MBF
Pulpwood			
Red Pine	468.00 Cords	\$	56.90 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$693.00:

PRODUCTS & SPECIES	ESTIMATED UNITS*		VERTISED PRICE
Sawlogs Red Oak Pulpwood	1.80 M	BF \$	153.00 / MBF
Jack Pine	15.00 Co	ords \$	20.90 / Cord
Red Oak	4.00 Co	ords \$	18.75 / Cord
White Oak	3.00 Co	ords \$	9.70 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 16.18 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 \$8,800.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2018.

## **Sale Specific Conditions & Requirements**

Sale Name: Sage Pine Sale Number: 54-010-15-01

#### 1 - Sale Area

#### 1.2 - Boundaries

## 1.2.1 - Painted boundaries (1/14)

The sale boundaries are marked and identified by red and/or yellow paint. Exterior sale boundary lines against state are marked with red paint. Boundaries bordering adjacent timber sales are marked with yellow paint. The east/west road splitting payment units 2 and 3 is the payment unit line. Interior retention areas are marked with red paint. All painted boundary line trees are not Included Timber and are to be protected.

## 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 2 and 3, cut all trees that are two (2) inches or more at DBH.

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

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

#### 2.2 - Utilization

## 2.2.2 - Chipping required (5/14)

Payment Units 2 and 3 must be chip harvested to facilitate subsequent planting operations. The Purchaser has the option to produce sawlogs or pulpwood bolts, but the remaining portion of the trees must be chipped and hauled. Do not chip 1/6 to 1/3 of the slash from harvested trees (tree tops and limbs less than four inches in diameter).

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

Stump heights within Payment Unit(s) 2 and 3 shall not exceed 6 inches for all trees. This is in order to facilitate planting operations.

#### 3 - Payments

#### 3.3 - Pre-measured Sales

## 3.3.4 - Dividing payment units (7/14)

Payment Unit(s) 2 and 3 may be divided at the request of the Purchaser and upon approval of the Unit Manager. Dividing Payment Units is a contract modification which requires a Timber Sale Contract Supplement. There will be only one division per Payment Unit.

## 3.4 - Damaged Timber

## 3.4.1 - Damaged timber (6/14)

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured. 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.

## 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 (1/12)

No new roads will be permitted. All operations are limited to existing roads. Skid trails only will be allowed.

#### 4.2 - Maintenance

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

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

## 5 - Operations

#### 5.1 - Notification

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

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

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

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

## 5.2 - Conduct of Operations

## 5.2.2 - Hazard Trees/Snags

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

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

#### 5.2.3 - Operating Restrictions

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

Within Payment Unit(s) 1, 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.

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

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

## 5.2.20 - Equipment width (2/04)

Equipment used to remove designated rows must be capable of moving through cut rows without damaging residual trees.

## 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 be removed or scattered away from landing and loading areas and may not be windrowed on the edge.

## 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 9 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. Trail runs parallel along the north side of payment unit 1. Hauling and skidding will not be allowed on the

trail from December 1st through April 1st. Alternative access can be made from Sage Lake Rd. to Avery Lake Rd. During this time frame, the snowmobile trail may only be crossed at right angle when accessing Avery Lake Rd. The snowmobile trail is also an equestrian trail and may be used by riders throughout the year. Caution is necessary when working around or hauling 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.

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

## 5.8 - Protection of Endangered Species

#### 5.8.5 - 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.

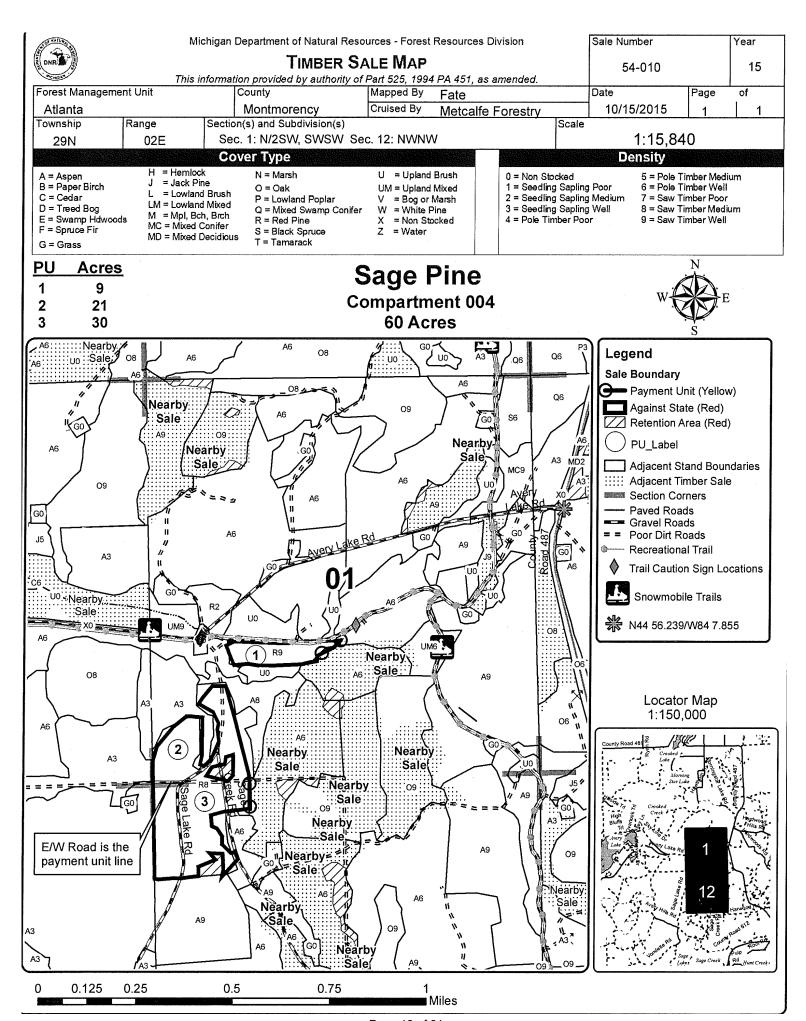
## 6 - Safety and Fire Prevention

## 6.2 - Signing

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

The Purchaser is responsible for posting and maintaining caution signs on the equestrian/snowmobile trail prior to beginning operations. The trail must be posted at locations designated on the map to warn of logging activity and truck traffic at both ends of the trail. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs and maintain them throughout the duration of the sale.

Section Name: Sale Specific Current as of 1/25/2016 11:49:48AM



## TIMBER SALE INFORMATION

## AVERY HILLS RD. MIX (54-042-15-01)

T29N, R02E, SEC. 12; T29N, R02E, SEC. 13.
Montmorency County (Advertised Price \$112,566.10)

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

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

PRODUCTS & SPECIES	<u>ESTIMATE</u>	<b>ESTIMATED UNITS*</b>		ERTISED PRICE
Sawlogs				
Mixed Oak	69.50	MBF	\$	108.00 / MBF
Red Maple	47.90	MBF	\$	143.00 / MBF
Red Oak	241.10	MBF	\$	157.00 / MBF
Red Pine	82.90	MBF	\$	197.00 / MBF
White Oak	77.70	MBF	\$	125.00 / MBF
Pulpwood				
Mixed Aspen	650.00	Cords	\$	17.90 / Cord
Mixed Hardwood	450.00	Cords	\$	15.80 / Cord
Mixed Oak	965.00	Cords	\$	7.30 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$8,524.40:

PRODUCTS & SPECIES	ESTIMATED UNITS*  64.70 MBF		<u>'ERTISED PRICE</u>
Sawlogs Mixed Aspen			81.00 / MBF
Pulpwood Balsam Fir	10.00 Cords	\$	27.15 / Cord
Jack Pine	8.00 Cords	\$	20.90 / Cord
Red Pine	50.00 Cords	\$	56.90 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 14.55 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 \$5,700.00 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.
- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 12/31/2018.

## Sale Specific Conditions & Requirements

Sale Name: Avery Hills Rd. Mix Sale Number: 54-042-15-01

#### 1 - Sale Area

#### 1.2 - Boundaries

## 1.2.1 - Painted boundaries (1/14)

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

## 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 2 and 4-8, cut all trees that are two (2) inches or more at DBH except do not cut white pine in any of the units and do not cut red pine in units 2 and 4. Do not cut any green marked trees in payment units 5, 6, and 7.

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

Within Payment Unit(s) 1 and 3, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. In addition, all aspen trees are designated for cutting.

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

Note that mixed oak sawlogs include pin, black, and hybrid/scrub oaks. Mixed oak pulpwood also includes red oak and white oak. Mixed hardwood pulp includes red maple and white ash.

## 2.2 - Utilization

## 2.2.6 - Roundwood operation required (5/07)

The skidding of whole trees or tree segments with limbs attached is prohibited within Payment Unit(s) 1-4, 6, and 7 All products must be produced as roundwood and forwarded to existing roads or landing areas in final product length.

## 3 - Payments

## 3.3 - Pre-measured Sales

## 3.3.4 - Dividing payment units (7/14)

Payment Unit(s) 7 may be divided at the request of the Purchaser and upon approval of the Unit Manager. Dividing Payment Units is a contract modification which requires a Timber Sale Contract Supplement. There will be only one division per Payment Unit.

## 3.4 - Damaged Timber

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

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured. In addition, extreme care should be taken to avoid damage to tree seedlings and saplings. Within the sale area, if more than 25% of the white pine seedlings or saplings in payment units 2 and 4-8, red pine seedlings or saplings in payment units 2 and 4, and oak seedlings and saplings in payment units 5, 6, and 7 (1/4" to 4.5" DBH) within a specified portion of the sale area are damaged, liquidated damages will be assessed at \$100 per acre for all acreage within that specified portion of the sale area that was damaged.

No damage is acceptable to undesignated 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

## 4.1.3 - 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.

## 4.1.7 - 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. These roads must be rendered impassable to cars and trucks. All stumps from road building and landing construction must be reserved to block any newly constructed roads upon completion of the sale. These stumps must be scattered along the road system to prohibit vehicular movement. Contact the sale administrator for specific details of design and placement.

#### 4.2 - Maintenance

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

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

## 5 - Operations

#### 5.1 - Notification

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

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

## 5.1.3 - Well heads and natural gas pipelines (11/15)

The Purchaser is responsible for contacting the gas or pipeline company prior to operating equipment in the vicinity of well heads or natural gas pipelines. Written permission is required before harvest operations begin and must be submitted to the Unit Manager.

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

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

## 5.2 - Conduct of Operations

## 5.2.2 - Hazard Trees/Snags

## 5.2.2.1 - Den trees (2/04)

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

#### 5.2.3 - Operating Restrictions

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

Within Payment Unit(s) 1 and 3, 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 and to reduce the spread of oak wilt.

#### 5.2.3.11 - Coppice regeneration protection (4/10)

Timber harvesting in Payment Units 2 and 4-8 must be completed before significant aspen or oak sprouting occurs in that Payment Unit so as to minimize damage to the new regeneration.

## 5.2.4 - Dead and Down Creation

## 5.2.4.4 - Dead and down creation, grouse (8/13)

To encourage grouse and other wildlife, in Payment Unit(s) 2 and 4, leave one, 12" diameter or larger log-length (8 foot minimum) piece on the ground for every 2 acres. These will be evenly scattered throughout the unit. This can be an unmerchantable piece or a full tree.

## 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 be removed or scattered away from landing and loading areas and may not be windrowed on the edge.

## 5.2.33 - Gas well re-vegetation (12/08)

In the event that the gas well is utilized for a landing, the site must be re-vegetated with a seeding mixture specified by the Unit Manager or his/her representative.

## 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 4 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 snow covered base must be left on the trail. The snowmobile trail is also an equestrian trail and may be used by riders throughout the year. Caution is necessary when working around or hauling on the trail. The snowmobile trail may only be crossed at right angles. 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.

#### 5.4 - Soil Protection

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

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

## 5.4.2 - Skid trails (2/04)

Skid trails up and down slopes should be avoided. If however this is unavoidable, these trails will be left in a non-erodible condition using water bars, logs, and slash. Placing of slash on these skid trails while logging is ongoing may alleviate need for any further action. At the direction of the sale administrator, seed, fertilizer, and mulch may also be required.

## 5.8 - Protection of Endangered Species

## 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.

#### 6 - Safety and Fire Prevention

## 6.2 - Signing

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

The Purchaser is responsible for posting and maintaining caution signs on equestrian/snowmobile trail prior to beginning operations. The trail must be posted at locations designated on the map to warn of logging activity and truck traffic at both ends of the trail. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs and maintain them throughout the duration of the sale.

Section Name: Sale Specific Current as of 1/25/2016 4:00:15PM

#### Michigan Department of Natural Resources - Forest Resources Division Sale Number Year TIMBER SALE MAP 54-042 15 This information provided by authority of Part 525, 1994 PA 451, as amended. Forest Management Unit County Mapped By Date Page of Fate Atlanta Montmorency Cruised By 10/15/2015 Metcalfe Forestry Township Range Section(s) and Subdivision(s) Scale 02E Sec. 12: SESW Sec. 13: NW/4, SWNE, N/2SW, SE/4 29N 1:15,840 Cover Type **Density** H = Hemlock N = Marsh A = Aspen U = Upland Brush 0 = Non Stocked 5 = Pole Timber Medium = Jack Pine B = Paper Birch O = Oak UM = Upland Mixed 1 = Seedling Sapling Poor 6 = Pole Timber Well = Lowland Brush C = Cedar V = Bog or Marsh W = White Pine 2 = Seedling Sapling Medium P = Lowland Poplar 7 = Saw Timber Poor LM = Lowland Mixed D = Treed Bog Q = Mixed Swamp Conifer 3 = Seedling Sapling Well 8 = Saw Timber Medium M = Mpl, Bch, Brch E = Swamp Hdwoods R = Red Pine = Non Stocked 4 = Pole Timber Poor 9 = Saw Timber Well MC = Mixed Conifer F = Spruce Fir S = Black Spruce = Water MD = Mixed Decidious T = Tamarack G = Grass PU Acres Acres Avery Hills Rd. Mix 11 1 5 16 2 11 6 8 Compartment 004 3 39 7 39 144 Acres 14 8 6 Legend Sale Boundary Payment Unit (Yellow) Against State (Red) Retention Area (Red) PU Label Adjacent Stand Boundaries ::::: Adjacent Timber Sale Section Corners Α6 ···- Streams MD3 Paved Roads **Gravel Roads** Poor Dirt Roads Closed Roads Trail Caution Sign Locations A6 Snowmobile Trails # N44 54.676/W84 8.558 Locator Map 1:150,000 MC7 F3 MD9 0.125 0.25 0.5 0.75 Miles

## TIMBER SALE INFORMATION

#### HODGE PODGE MIX (54-043-15-01)

T29N, R02E, SEC. 01; T29N, R02E, SEC. 07; T29N, R02E, SEC. 12; T29N, R02E, SEC. 13.

Montmorency County (Advertised Price \$147,832.50)

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

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

PRODUCTS & SPECIES	ESTIMATED UNITS*		<u>ADV</u>	ADVERTISED PRICE		
Sawlogs						
Mixed Aspen	264.00	MBF	\$	89.00 / MBF		
Red Oak	217.90	MBF	\$	174.00 / MBF		
Pulpwood						
Mixed Aspen	3,030.00	Cords	\$	19.70 / Cord		
Mixed Hardwood	600.00	Cords	\$	17.40 / Cord		

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$16,290.90:

PRODUCTS & SPECIES	<b>ESTIMATE</b>	ESTIMATED UNITS*		ERTISED PRICE
Sawlogs				
Mixed Oak	40.70	MBF	\$	120.00 / MBF
Red Maple	20.00	MBF	\$	143.00 / MBF
Red Pine	4.80	MBF	\$	218.00 / MBF
Sugar Maple	1.20	MBF	\$	373.00 / MBF
White Oak	2.70	MBF	\$	138.00 / MBF
Pulpwood				
Balsam Fir	12.00	Cords	\$	29.95 / Cord
Mixed Oak	754.00	Cords	\$	8.05 / Cord
Red Pine	4.00	Cords	\$	62.80 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 6.93 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

## BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of \$7,400.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 12/31/2018.

## Sale Specific Conditions & Requirements

Sale Name: Hodge Podge Mix Sale Number: 54-043-15-01

#### 1 - Sale Area

#### 1.2 - Boundaries

## 1.2.1 - Painted boundaries (1/14)

The sale boundary and Payment Unit boundaries are marked and identified by red and yellow paint. Exterior sale boundary lines against state are marked with red paint. Interior retention areas are marked with red paint. The western portion of the sale boundary lines in payment units 1 and 2 are painted in yellow paint along an adjacent timber sale. Interior Payment Unit boundaries are marked with yellow paint. The painted boundary line trees are not Included Timber and are to be protected. Yellow painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid.

## 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1, 2, 5, and 7-10, cut all trees that are two (2) inches or more at DBH except do not cut white pine in any of these payment units and do not cut oak in payment units 1, 2, 5, 8, and 9.

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

Within Payment Unit(s) 3, 4, and 6, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

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

Note that mixed hardwood pulp includes mostly red maple with some sugar maple, beech, paper birch, and black cherry. Mixed oak logs include pin, black, and/or hybrid oaks. Mixed oak pulp includes red and white oaks.

## 2.2 - Utilization

## 2.2.6 - Roundwood operation required (5/07)

The skidding of whole trees or tree segments with limbs attached is prohibited within Payment Unit(s) 3, 4, 6, and 9. All products must be produced as roundwood and forwarded to existing roads or landing areas in final product length.

## 3 - Payments

#### 3.3 - Pre-measured Sales

## 3.3.4 - Dividing payment units (7/14)

Payment Unit(s) 3, 4, and 9 may be divided at the request of the Purchaser and upon approval of the Unit Manager. Dividing Payment Units is a contract modification which requires a Timber Sale Contract Supplement. There will be only one division per Payment Unit.

## 3.4 - Damaged Timber

## 3.4.1 - Damaged timber (6/14)

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured. In addition, extreme care should be taken to avoid damage to white pine and oak seedlings and saplings in payment units 1 and 8. Within payment units 1 and 8, if more than 25% of the oak and white pine seedlings or saplings (1/4" to 4.5" DBH) within a specified portion of the sale area are damaged, liquidated damages will be assessed at \$100 per acre for all acreage within that specified portion of the sale area that was damaged.

No damage is acceptable to undesignated 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

## 4.1.3 - 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.

## 4.1.7 - 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. These roads must be rendered impassable to cars and trucks. All stumps from road building and landing construction must be reserved to block any newly constructed roads upon completion of the sale. These stumps must be scattered along the road system to prohibit vehicular movement. Contact the sale administrator for specific details of design and placement.

#### 4.2 - Maintenance

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

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

## 5 - Operations

#### 5.1 - Notification

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

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

## 5.1.3 - Well heads and natural gas pipelines (11/15)

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

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

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

## 5.2 - Conduct of Operations

## 5.2.2 - Hazard Trees/Snags

## 5.2.2.1 - Den trees (2/04)

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

## 5.2.3 - Operating Restrictions

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

Within Payment Unit(s) 3, 4, and 6, 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 and to limit the spread of oak wilt.

## 5.2.3.11 - Coppice regeneration protection (4/10)

Timber harvesting in Payment Units 1, 2, 5, and 7-10 must be completed before significant aspen sprouting occurs in that Payment Unit so as to minimize damage to the new regeneration.

#### 5.2.4 - Dead and Down Creation

## 5.2.4.4 - Dead and down creation, grouse (8/13)

To encourage grouse and other wildlife, in Payment Unit(s) 1, 2, 5, and 7-10 leave one, 12" diameter or larger log-length

(8 foot minimum) piece on the ground for every 2 acres. These will be evenly scattered throughout the unit. This can be an unmerchantable piece or a full tree.

## 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 be removed or scattered away from landing and loading areas and may not be windrowed on the edge.

## 5.2.33 - Gas well re-vegetation (12/08)

In the event that the gas well is utilized for a landing, the site must be re-vegetated with a seeding mixture specified by the Unit Manager or his/her representative.

## 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)

Trails 4 and 9 are snowmobile trails and are shown on the Timber Sale Map. Do not cut or damage posts with orange trail markers or traffic control signs. If the trail is used, it must be maintained and restored to a condition equal to or better than before the sale. The road maintenance/restoration must be done prior to December 1. If the trail is used for hauling, it must be graded to the satisfaction of the Unit Manager or his/her representative prior to December 1st. The snowmobile trail is also an equestrian trail and may be used by riders throughout the year. Caution is necessary when working around or hauling on the trail. The snowmobile trail may not be used for any timber sale operations from December 1 to March 31 unless approved by the Unit Manager. The snowmobile trail may only be crossed at right angles. 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.

## 5.4 - Soil Protection

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

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

#### 5.8 - Protection of Endangered Species

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

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

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

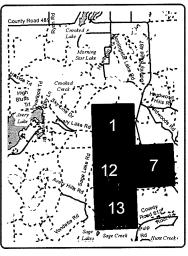
The Purchaser is responsible for posting and maintaining caution signs on the equestrian trail/snowmobile trail prior to beginning operations. The trail must be posted at locations designated on the map to warn of logging activity and truck traffic at both ends of the trail. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs and maintain them throughout the duration of the sale.

Section Name: Sale Specific Current as of 1/25/2016 3:49:35PM

TIMBER SALE MAP  This information provided by authority of Part 525, 1994 PA 451, as amended.  Forest Management Unit  County  Mapped By Fate  Da	1:15,840	Year 15 of 1
TIMBER SALE MAP  This information provided by authority of Part 525, 1994 PA 451, as amended.  Forest Management Unit Atlanta  Township  Range  Section(s) and Subdivision(s)  T29N-R03E Sec.7:SWSW  Scale	tte   Page   10/15/2015   1   1:15,840	
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Forest Management Unit Atlanta  County Mapped By Fate Cruised By Metcalfe Forestry  Township Range Section(s) and Subdivision(s) T29N-R03E Sec.7:SWSW Scale	1:15,840	of 1
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29N 02E   Sec.1:E2SW,W2SE Sec.12:E2NW,W2NE,NENE,E2SW,SE4 Sec.13:NENW,N2NE		
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Cover Type	Density	
A = Aspen B = Paper Birch C = Cedar D = Treed Bog E = Swamp Hdwoods F = Spruce Fir G = Grass  H = Hemlock J = Jack Pine L = Lowland Brush L = Lowland Poplar Q = Mixed Swamp Conifer R = Red Pine S = Black Spruce T = Tamarack  U = Upland Brush U = Upland Brush U = Upland Brush U = Upland Brush U = Seedling Sapling Po 2 = Seedling Sapling Me 3 = Seedling Sapling Me 3 = Seedling Sapling We 4 = Pole Timber Poor	edium 7 = Saw Timber Poor	
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3 26 8 36 Compartment 004	W	3
4 27 9 75 293 Acres		
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Locator Map 1:150,000

09



0 0.125 0.25 0.5 0.75 1 Miles

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09

## **BID FORM**

## AVERY LAKE RD. MIX (54-009-15-01)

T29N, R02E, SEC. 01; T29N, R02E, SEC. 02; Montmorency COUNTY

In response to the notice of sale to be held 10:00 a.m. (local time) on March 15, 2016, 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*	ADVERTISED PRICE	<b>BID PRICE</b>
Sawlogs			
Mixed Aspen	79.90 MBF	\$ 87.00/MBF	\$
Mixed Oak	96.90 MBF	\$ 117.00/MBF	\$
Red Oak	107.30 MBF	\$ 170.00/MBF	\$
Pulpwood			
Mixed Aspen	442.00 Cords	\$ 21.55/Cord	\$
Mixed Oak	530.00 Cords	\$ 8.80/Cord	\$

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$5,216.55:

PRODUCTS & SPECIES	ESTIMATED VOLUME*		ADVERTISED PRIC		
Sawlogs		<del>.</del>			
Red Maple	6.30	MBF	\$	143.00/MBF	
Pulpwood					
Jack Pine	89.00	Cords	\$	25.20/Cord	
Mixed Hardwood	98.00	Cords	\$	19.05/Cord	
Red Pine	3.00	Cords	\$	68.65/Cord	

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 11.65 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:					
	Company representative's name:					
	Address:					
	City:	State:	Zip:			
F AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.						
Individual or company representative's signature:			Date:	_		
Phone nu	ımber :	Email (	(optional):		_	



## Michigan Department of Natural Resources Forest, Mineral and Fire Management

## 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 or Permit No					
Year:	Type:				
Forest Area:					

## 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.		aujo or cominac	and and prior to the localities or the timber			
•	In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within 21 days of the contract award and prior to the issuance of the timber sale contract.						
•	All Information must be typed or printed except to	for written si	ignatures.				
Ple	ase Check Appropriate Categories:						
1.	My business is organized as (you <b>must</b> check <u>one</u> of A. ☐ Sole Proprietorship (individual)  B. ☐ Partnership  C. ☐ Corporation	of the boxes t	pelow):				
2.	You <b>must</b> check <u>one</u> of the boxes below:  A.   I certify that my business is a sole proprietor Worker's Compensation Laws.	orship and it I	has no employees	but the sole proprietor. I am not subject to the			
	award. (For questions or a copy of the BWC	I will provid -337, please	e a copy of the N call the Worker's	otice of Exclusion within 21 days of the contract			
3.							
	Full Time Employe	es	-	Part Time Employees			
Nar	ne of Business		Federal ID (or) Soc	ial Security No.			
Add	lress		Telephone No.				
City	State		•	Zip + 4			
COV	ereby certify that the above information is true and corrected during any of my present and future operations.  Signature of Owner or Authorized Representative		to notify the DNR o	of any changes that occur in factors affecting my			
-	Title		Date				

Address:\_

City:\_

## **BID FORM**

## SAGE PINE (54-010-15-01)

T29N, R02E, SEC. 01; T29N, R02E, SEC. 12; Montmorency COUNTY

In response to the notice of sale to be held 10:00 a.m. (local time) on March 15, 2016, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	<b>ESTIMATED</b>	VOLUME*	AD\	/ERTISED PRICE	BID PRICE
Sawlogs	754.50	MDE	•	407.00 (445)	0
Red Pine	751.50	MBL	\$	197.00/MBF	\$
Pulpwood					
Red Pine	468.00	Cords	\$	56.90/Cord	\$
In addition, the successful bidder agree	es to purchase	the following specie	s at th	e indicated advertised	d price for a total value of \$693.00 :
PRODUCTS & SPECIES	ESTIMATED	VOLUME*	AD\	/ERTISED PRICE	
Sawlogs					
Red Oak	1.80	MBF	\$	153.00/MBF	
Pulpwood					
Jack Pine	15.00	Cords	\$	20.90/Cord	
Red Oak	4.00	Cords	\$	18.75/Cord	
White Oak	3.00	Cords	\$	9.70/Cord	
*The volumes are statistically estimate			-		
adjustment. Prospective bidders are u	rged to examin	e this timber and to	make	their own estimates o	f quantity and quality.
-	ording a contract	_			oid or the bid form may be rejected. I also ability to complete the contract based upon
FEDERAL ID:		or SOCIAL SECUR	ITY N	JMBER:	<u>    -                                </u>
Company or individual biddi	na.				

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

State: Zip:\_

Company representative's name:

Individual or company representative's signature:		Date:
Phone number :	Email (optional):	



## Michigan Department of Natural Resources Forest, Mineral and Fire Management

# 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 or Permit No					
Year:	Type:				
Forest Area:					

## **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	ase Check Appropriate Categories:					
1.	My business is organized as (you <b>must</b> check <u>one</u> of the boxes below):  A.   Sole Proprietorship (individual)  B.   Partnership  C.   Corporation					
2.	<ul> <li>You must check one of the boxes below:</li> <li>A.</li></ul>					
3.	If you have checked item 2(A) or 2(B), you <b>must</b> indicate the number of <b>both</b> full and part time employees other than yourself including family members and active partners (if none, you must enter "0"). Full Time EmployeesPart Time Employees					
Nar	ne of Business Federal ID (or) Social Security No.					
Add	Telephone No.					
City	State Zip + 4					
cov - ;	reby certify that the above information is true and correct. I agree to notify the DNR of any changes that occur in factors affecting my erage during any of my present and future operations.  Signature of Owner or Authorized Representative					
	Title Date					

## **BID FORM**

## AVERY HILLS RD. MIX (54-042-15-01)

T29N, R02E, SEC. 12; T29N, R02E, SEC. 13; Montmorency COUNTY

In response to the notice of sale to be held 10:00 a.m. (local time) on March 15, 2016, 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*	AD'	VERTISED PRICE	BID PR	(ICE
Sawlogs						
Mixed Oak	69.50	MBF	\$	108.00/MBF	\$	
Red Maple	47.90	MBF	\$	143.00/MBF	\$	
Red Oak	241.10	MBF	\$	157.00/MBF	\$	
Red Pine	82.90	MBF	\$	197.00/MBF	\$	
White Oak	77.70	MBF	\$	125.00/MBF	\$	
Pulpwood						
Mixed Aspen	650.00	Cords	\$	17.90/Cord	\$	
Mixed Hardwood	450.00	Cords	\$	15.80/Cord	\$	
Mixed Oak	965.00	Cords	\$	7.30/Cord	\$	

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$8,524.40:

PRODUCTS & SPECIES	<b>ESTIMATED</b>	VOLUME*	AD\	/ERTISED PRICE	
Sawlogs					
Mixed Aspen	64.70	MBF	\$	81.00/MBF	
Pulpwood					
Balsam Fir	10.00	Cords	\$	27.15/Cord	
Jack Pine	8.00	Cords	\$	20.90/Cord	
Red Pine	50.00	Cords	\$	56.90/Cord	

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 14.55 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	SECURITY NUMBER	R:				
	Company or individual b	idding:		<u></u>				
	Company representative's name:							
	Address:							
	City:		Zip:					
F AVAIL	ABLE, PLEASE PLACE T	HE PERSONALIZED LABEL	FROM YOUR PROSP	PECTUS IN THE ABOVE BOX.				
Individual	or company representative	ve's signature:		Date:				
Phone nu	ımber :	E	Email (optional):					



## Michigan Department of Natural Resources Forest, Mineral and Fire Management

## **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 or Permit No					
Year:	Type:				
Forest Area:					

## **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	e timber sal	ale contract.			
•	All Information must be typed or printed except for written	signatures	es.			
Ple	ease Check Appropriate Categories:					
1.	My business is organized as (you <b>must</b> check <u>one</u> of the boxe A. □ Sole Proprietorship (individual) B. □ Partnership C. □ Corporation	es below):				
2.	<ul> <li>You must check one of the boxes below:</li> <li>A.  I certify that my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.</li> <li>B.  I certify that my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC -337, please call the Worker's Compensation Bureau at 517 -322-1195).</li> <li>C.  I certify that my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within 21 days of the contract award.</li> </ul>					
3.	If you have checked item 2(A) or 2(B), you <b>must</b> indicate the including family members and active partners (if none, you must including family members and active partners (if none, you must including family members and active partners (if none, you must include the including family members and active partners (if none, you must indicate the including family members and active partners (if none, you must indicate the including family members and active partners (if none, you must indicate the including family members and active partners (if none, you must indicate the including family members and active partners (if none, you must indicate the including family members and active partners (if none, you must indicate the including family members and active partners (if none, you must indicate the including family members and active partners (if none, you must indicate the including family members and active partners (if none, you must indicate the including family members and active partners).					
Nar	me of Business	Federal II	ID (or) Social Security No.	_		
Add	dress	Telephon	one No.	_		
City	y State	, ·	Zip + 4	_		
COV	ereby certify that the above information is true and correct. I agree verage during any of my present and future operations.  Signature of Owner or Authorized Representative	ee to notify the	the DNR of any changes that occur in factors affecting my			
_	Title	_	Date			

\_\_\_\_\_\_

## **BID FORM**

## HODGE PODGE MIX (54-043-15-01)

T29N, R02E, SEC. 01; T29N, R02E, SEC. 07; T29N, R02E, SEC. 12; T29N, R02E,

In response to the notice of sale to be held 10:00 a.m. (local time) on March 15, 2016, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	<b>ESTIMATED</b>	<b>VOLUME*</b>	AD	VERTISED PRICE	<b>BID PRICE</b>
Sawlogs					
Mixed Aspen	264.00	MBF	\$	89.00/MBF	\$
Red Oak	217.90	MBF	\$	174.00/MBF	\$
Pulpwood					
Mixed Aspen	3,030.00	Cords	\$	19.70/Cord	\$
Mixed Hardwood	600.00	Cords	\$	17.40/Cord	\$

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$16,290.90:

PRODUCTS & SPECIES	ESTIMATED VOLUME*		AD'	ADVERTISED PRICE		
Sawlogs						
Mixed Oak	40.70	MBF	\$	120.00/MBF		
Red Maple	20.00	MBF	\$	143.00/MBF		
Red Pine	4.80	MBF	\$	218.00/MBF		
Sugar Maple	1.20	MBF	\$	373.00/MBF		
White Oak	2.70	MBF	\$	138.00/MBF		
Pulpwood						
Balsam Fir	12.00	Cords	\$	29.95/Cord		
Mixed Oak	754.00	Cords	\$	8.05/Cord		
Red Pine	4.00	Cords	\$	62.80/Cord		

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 6.93 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 SECT	JRITY NUMBER:				
	Company or individual bidding:						
Company representative's name:							
	Address:						
	City:	State:	Zip:				
F AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.							
ndividual or company representative's signature: Date:					_		
Phone number :		Email (	optional):				



## Michigan Department of Natural Resources Forest, Mineral and Fire Management

## **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 or Permit No			
Year:	Type:		
Forest Area:			

#### **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			e timber sale contract.			
•	All Information must be typed or printe	d except for written si	en signatures.			
Ple	ase Check Appropriate Categories:					
1.	My business is organized as (you <b>must</b> cl A. ☐ Sole Proprietorship (individual) B. ☐ Partnership C. ☐ Corporation	heck <u>one</u> of the boxes t	pelow):			
2.	<ul> <li>You must check one of the boxes below:</li> <li>A.  I certify that my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.</li> <li>B.  I certify that my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC -337, please call the Worker's Compensation Bureau at 517 -322-1195).</li> <li>C.  I certify that my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within 21 days of the contract award.</li> </ul>					
3.	including family members and active partn			and part time employees other than yourself Part Time Employees		
Name of Business Address			Federal ID (or) Social Security No.			
			Telephone No.			
City		State	•	Zip + 4		
cov _	ereby certify that the above information is truerage during any of my present and future of the control of the	operations.	to notify the DNR of ar	ny changes that occur in factors affecting my		
_=	Title		Date		_	