

# DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

## **TIMBER SALE PROSPECTUS #6024**

SCHEDULED SALE DATE AND TIME: 10:00 a.m. (local time) on November 28, 2017. 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:

## Foch Lake Red Pine (54-017-17)

Montmorency County, Advertised Price \$77,385.25, 91.9 Acres, Jack Pine, Red Pine.

## Foch Lake Jack Pine (54-018-17)

Montmorency County, Advertised Price \$63,165.90, 194.5 Acres, Jack Pine, Red Pine.

## Foch Lake Hardwood (54-019-17)

Montmorency County, Advertised Price \$108,374.75, 128.0 Acres, Aspen, Hardwood.

## BID INSTRUCTIONS (VER. 09/02/2016):

#### 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 November 28, 2017. For further information concerning this sale, contact Cody Stevens at 989-785-4251 extension 5240.

## 2. Bidder's Qualifications (5/16)

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

## 3. Preparation of Sealed Bids (5/16)

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

## 4. Submission of Sealed Bids (5/16)

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

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

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

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

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

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

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

## 7. Down Payment (1/11)

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

## 8. Performance Security (1/11)

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

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

## 9. Timber Sale Contract (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 (7/16)

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

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

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

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

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

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

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

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

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

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

- c. That the Bidder and its principals are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph b of this certification.
- d. That the Bidder and its principals have not within a 3-year period preceding this bid had one or more public transactions (Federal, State, or local) terminated for breach or default of a timber or forest product contract.

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

KEITH CREAGH Director

## TIMBER SALE INFORMATION

## Foch Lake Red Pine (54-017-17)

Montmorency County (Advertised Price \$77,385.25)

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>ESTIMATE</b>	ESTIMATED UNITS*		
Sawtimber				
BI/R/Hybrid Oak	12.00	MBF	\$	120.00 / MBF
Red Pine	330.60	MBF	\$	129.00 / MBF
Pulpwood				
Jack Pine	181.00	Cords	\$	24.95 / Cord
Mixed Aspen	15.00	Cords	\$	22.00 / Cord
Mixed Oak	43.00	Cords	\$	20.90 / Cord
Red Maple	28.00	Cords	\$	19.50 / Cord
Red Pine	528.00	Cords	\$	51.15 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 14.48 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

- 1. A bond in the amount of \$3,869.00 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 06/30/2020.

## **Description of Timber by Payment Unit (PU)**

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	BI/R/Hybrid Oak	Sawtimber	12.0	MBF	13.4	\$12,185.85
	Red Pine		49.9	MBF		
	Jack Pine	Pulpwood	12.0	Cords		
	Jack Pine	Sawtimber	1.1	MBF		
	Jack Pine	Pulpwood	10.0	Cords		
	Mixed Aspen		7.0	Cords		
	B. T. Aspen	Sawtimber	1.6	MBF		
	B. T. Aspen	Pulpwood	2.0	Cords		
	Quaking Aspen		2.0	Cords		
	Mixed Oak		34.0	Cords		
	White Oak	Sawtimber	0.4	MBF		
	BI/R/Hybrid Oak	Pulpwood	31.0	Cords		
	White Oak		2.0	Cords		
	Red Maple		17.0	Cords		
	Red Maple	Sawtimber	0.4	MBF		
	Red Maple	Pulpwood	16.0	Cords		
	Red Pine		55.0	Cords		
2	Red Pine	Sawtimber	63.1	MBF	29.8	\$16,046.85
	Jack Pine	Pulpwood	124.0	Cords		
	Jack Pine	Sawtimber	8.4	MBF		
	Jack Pine	Pulpwood	107.0	Cords		
	Mixed Aspen		1.0	Cords		
	Quaking Aspen		1.0	Cords		
	Red Maple	<u>.</u>	7.0	Cords		
	Red Maple	Sawtimber	0.5	MBF		
	Red Maple	Pulpwood	6.0	Cords		
_	Red Pine		91.0	Cords		
3	Red Pine	Sawtimber	192.0	MBF	25.6	\$35,763.25
	Jack Pine	Pulpwood	8.0	Cords		
	Jack Pine		8.0	Cords		
	Mixed Oak		9.0	Cords		
	BI/R/Hybrid Oak		9.0	Cords		
	Red Maple		1.0 <i>1.0</i>	Cords		
	Red Maple Red Pine		207.0	Cords Cords		
4		Courtimbor			7.0	¢2 246 90
4	Red Pine Jack Pine	Sawtimber Pulpwood	4.7 35.0	MBF Cords	7.3	\$2,246.80
	Jack Pine  Jack Pine	Sawtimber	2.3	MBF		
	Jack Pine Jack Pine	Pulpwood	30.0	Cords		
	Red Pine	i aipwood	15.0	Cords		
5	Red Pine	Sawtimber	20.9	MBF	15.8	\$11,142.50
J	Jack Pine	Pulpwood	20.9	Cords	10.0	ψ11,142.50
	Jack Pine  Jack Pine		2.0	Cords		
	Mixed Aspen		7.0	Cords		
	Quaking Aspen		7.0	Cords		
	Red Maple		3.0	Cords		
	Red Maple		3.0	Cords		
	Red Pine		160.0	Cords		
	1	<u> </u>	342.6	MBF		<u> </u>
		TOTAL:	795.0	Cords		

## Sale Specific Conditions & Requirements

Sale Name: Foch Lake Red Pine Sale Number: 54-017-17 Seq#: 1

#### 1 - Sale Area

#### 1.2 - Boundaries

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

The sale boundary and Payment Unit boundaries are marked and identified by blue, 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, with the exception of the boundary between Payment Units 3 and 5, which is painted red. Yellow or red painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid.

The painted boundary line trees are not Included Timber and are to be protected, with the following exceptions: The red painted boundary line trees along Black River Road, for Payment Units 3 and 5, are Included Timber. In addition, a double red line (red boundary marks on both sides of the stem) exists between Payment Unit 3 and the adjacent jack pine sale to the west. These trees are Included Timber only in the case that a clear cut treatment exists on both sides of the line, and the adjacent sale's Payment Unit has already been cut. In all other cases this double red line shall be protected. These trees will be decked in an area separate from other Designated Timber and not removed until measured by the sale administrator. Payment will be made at the specified Purchase Unit Price.

## 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1 - 3, cut all trees that are two (2) inches or more at DBH.

## 2.1.7 - Leave tree marked unit(s) (6/14)

Within Payment Unit(s) 4, cut all trees that are two (2) inches or more at DBH except trees marked with white paint above and below stump height.

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

Within Payment Unit(s) 5, all trees which meet minimum piece specifications in 2.2 Utilization, within designated plantation rows are designated for cutting. Designated plantation rows are every fourth and fifth row. Begin with the fourth and fifth rows in from the outside of the plantation, then continue every fourth and fifth row (leave three rows, cut two sequencing). Because of the variability of row direction, it shall be the responsibility of the producer to maintain the fourth and fifth row sequence.

## 2.2 - Utilization

## 2.2.2 - Chipping required (5/14)

Payment Units 2 & 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). If chipping is delayed, all tops must be moved to the landing or a central location within 60 days of felling to expedite future planting activities.

## 2.2.3 - Stump heights (4/07)

Stump heights within Payment Unit(s) 1-3 shall not exceed 6 inches for all trees. This is in order to facilitate planting operations.

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

The skidding of whole trees or tree segments with limbs attached is prohibited within Payment Units 1, 4 & 5. 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 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 within that specified portion of the sale containing damage. In addition, within Payment Unit 1, extreme care should be taken to avoid damage to red pine seedlings or saplings (1/4" to 4.5" DBH). Within Payment Unit 4, extreme care should be taken to avoid damage to oak seedlings and saplings. If more than 25% of the seedlings and/or saplings identified above are damaged within a specified portion of the sale area, liquidated damages will be assessed for all acreage within that specified portion of the sale area containing damage. 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 chipped, utilized or otherwise removed from 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 in any Payment Unit. 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 (10/16)

A pre-sale conference between the Purchaser and sale administrator is required prior to beginning any operations within a Payment Unit to determine landing and road locations. The Unit Manager or his/her representative must be contacted 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 30 days prior to operating equipment in the vicinity of well heads or natural gas pipelines. Contact Markwest - Michigan Pipeline Company at (231) 258-4614 or (866) 342-6914 (Emergency).

## 5.1.4 - Post-sale conference (10/16)

A post-sale conference on site between the Purchaser and sale administrator is required 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 (10/16)

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

#### 5.2.3 - Operating Restrictions

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

Within Payment Unit(s) 4 & 5, unless changed by written agreement, cutting and skidding are not permitted during the period of April 15 to July 15. This restriction is because of bark slippage.

#### 5.2.3.4 - Oak wilt restriction (4/17)

Within Payment Unit(s) 1, 2, & 4, unless changed by written agreement, cutting, skidding, and hauling are not permitted during the period of April 15 to July 15. Operations may be allowed if specific steps are taken to prevent damaging uncut oak during the high risk period. Those steps include completing all road brushing before April 15th, clearing a tree-length buffer along uncut oak cover before April 15th or leaving an uncut buffer there until after July 15th. This is necessary to reduce the spread of oak wilt. For more information, contact the Unit Manager or his/her representative.

## 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.

#### 5.2.4 - Dead and Down Creation

#### 5.2.4.6 - Dead and down creation, other (9/09)

Within Payment Unit 1, where possible, fell oaks toward each other and in a manner which concentrates their slash to encourage wildlife. Do not chip oak tops.

## 5.2.20 - Equipment width (2/04)

In Payment Unit 5, 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.

## 5.4 - Soil Protection

## 5.4.1 - Rutting restriction, general (7/16)

Operations are to cease immediately if equipment and weather conditions result in rutting of roads and/or skid trails which is 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.

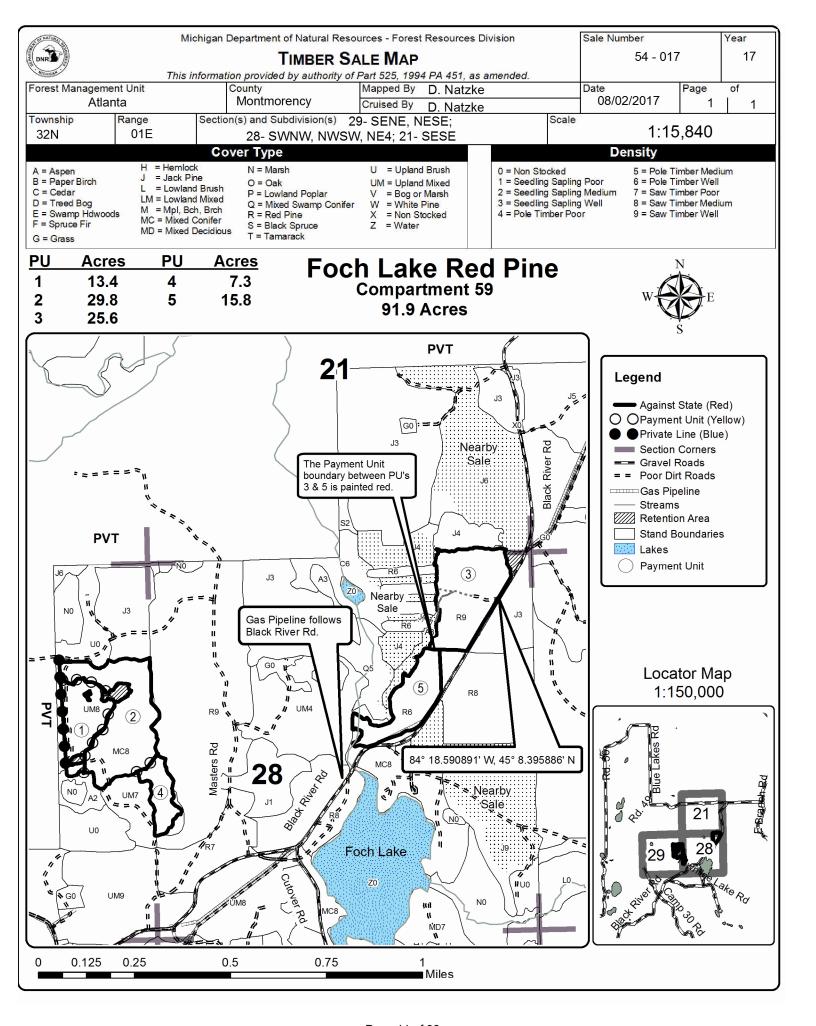
## 6 - Safety and Fire Prevention

## 6.2 - Signing

## 6.2.1 - Road posting (9/09)

The Purchaser is responsible for posting and maintaining caution signs on forest roads accessing an active Payment Unit 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 11/1/2017 11:21:57AM



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## TIMBER SALE INFORMATION

## Foch Lake Jack Pine (54-018-17)

Montmorency County (Advertised Price \$63,165.90)

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		
Sawtimber						
Jack Pine	18.40	MBF	\$	50.00 / MBF		
Red Pine	145.50	MBF	\$	129.00 / MBF		
Pulpwood						
Jack Pine	938.00	Cords	\$	24.95 / Cord		
Mixed Aspen	123.00	Cords	\$	22.00 / Cord		
Mixed Hardwood	71.00	Cords	\$	19.50 / Cord		
Mixed Oak	47.00	Cords	\$	20.90 / Cord		
Red Pine	290.00	Cords	\$	51.15 / Cord		
White Pine	4.00	Cords	\$	41.75 / Cord		

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 14.73 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

- 1. A bond in the amount of \$3,158.00 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 06/30/2021.

## **Description of Timber by Payment Unit (PU)**

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Jack Pine	Sawtimber	5.9	MBF	49.2	\$10,882.40
	Jack Pine	Pulpwood	412.0	Cords		
	Mixed Aspen		14.0	Cords		
	Quaking Aspen		14.0	Cords		
2	Jack Pine	Sawtimber	1.4	MBF	19.6	\$4,542.05
_	Red Pine		2.3	MBF		ψ .,σ . <u>=</u> .σσ
	Jack Pine	Pulpwood	120.0	Cords		
	Mixed Aspen		44.0	Cords		
	Quaking Aspen	Sawtimber	1.6	MBF		
	Quaking Aspen	Pulpwood	41.0	Cords		
	Mixed Hardwood	, apricea	2.0	Cords		
	Red Maple		2.0	Cords		
	Mixed Oak		1.0	Cords		
	Northern Pin Oak		1.0	Cords		
	Red Pine		3.0	Cords		
3	Jack Pine	Sawtimber	0.6	MBF	5.1	\$731.90
3				I	5.1	φ <i>1</i> 31.90
	Jack Pine	Pulpwood	2.0	Cords		
	Mixed Aspen		9.0	Cords		
	Quaking Aspen		9.0	Cords		
	Mixed Hardwood		19.0	Cords		
	Red Maple	Sawtimber	0.6	MBF		
	Red Maple	Pulpwood	18.0	Cords		
	White Pine		2.0	Cords		
	White Pine		2.0	Cords		
4	Jack Pine	Sawtimber	1.1	MBF	26.8	\$22,824.65
	Red Pine		88.4	MBF		
	Jack Pine	Pulpwood	73.0	Cords		
	Mixed Aspen		2.0	Cords		
	B. T. Aspen		2.0	Cords		
	Mixed Hardwood		22.0	Cords		
	Red Maple		22.0	Cords		
	Mixed Oak		18.0	Cords		
	Northern Pin Oak	Sawtimber	0.7	MBF		
	Northern Pin Oak	Pulpwood	17.0	Cords		
	Red Pine	·	170.0	Cords		
5	Red Pine	Sawtimber	54.8	MBF	17.2	\$14,880.45
	Jack Pine	Pulpwood	64.0	Cords		
	Mixed Oak		11.0	Cords		
	Northern Pin Oak		11.0	Cords		
	Red Pine		117.0	Cords		
6	Jack Pine	Sawtimber	1.3	MBF	16.1	\$2,095.10
O	Jack Pine	Pulpwood	54.0	Cords	10.1	Ψ2,000.10
	Mixed Aspen	1 dipwood	14.0	Cords		
	B. T. Aspen		14.0	Cords		
	Mixed Hardwood		1.0	Cords		
			1.0	Cords		
	Black Cherry			I		
	Mixed Oak	0	17.0	Cords		
	Northern Pin Oak	Sawtimber	0.4	MBF		
	White Oak	5, ,	0.4	MBF		
	Northern Pin Oak	Pulpwood	3.0	Cords		
	White Oak		12.0	Cords		
7	Jack Pine	Sawtimber	4.2	MBF	33.5	\$3,423.40
	Jack Pine	Pulpwood	82.0	Cords		
	Mixed Aspen		38.0	Cords		
	Quaking Aspen	Sawtimber	0.3	MBF		
	, ,					

## Description of Timber by Payment Unit (PU), con't

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
	Quaking Aspen		35.0	Cords		
	Mixed Hardwood		17.0	Cords		
	Red Maple	Sawtimber	0.4	MBF		
	Black Cherry	Pulpwood	7.0	Cords		
	Red Maple		9.0	Cords		
8	Jack Pine	Sawtimber	3.9	MBF	27.0	\$3,785.95
	Jack Pine	Pulpwood	131.0	Cords		
	Mixed Aspen		2.0	Cords		
	Quaking Aspen		2.0	Cords		
	Mixed Hardwood		10.0	Cords		
	Red Maple	Sawtimber	0.5	MBF		
	Black Cherry	Pulpwood	3.0	Cords		
	Red Maple		6.0	Cords		
	White Pine		2.0	Cords		
	White Pine	Sawtimber	0.5	MBF		
	White Pine	Pulpwood	1.0	Cords		
		TOTAL:	163.9	MBF		
		TOTAL:	1,473.0	Cords		

## Sale Specific Conditions & Requirements

Sale Name: Foch Lake Jack Pine Sale Number: 54-018-17 Seg#: 1

#### 1 - Sale Area

#### 1.2 - Boundaries

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

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

The painted boundary line trees are not Included Timber and are to be protected, with the following exceptions: The red painted boundary line trees along Townline Lake Road for Payment Unit 7, and the red painted boundary line trees along Black River Road for Payment Units 1 and 4, are Included Timber. In addition, a double red line (red boundary marks on both sides of the stem) exists between Payment Units 2 and 3 and the adjacent red pine sale to the east. These trees are Included Timber only in the case that a clear cut treatment exists on both sides of the line, and the adjacent sale's Payment Unit has already been cut. In all other cases this double red line shall be protected. These trees will be decked in an area separate from other Designated Timber and not removed until measured by the sale administrator. Payment will be made at the specified Purchase Unit Price.

## 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1-8, cut all trees that are two (2) inches or more at DBH EXCEPT within Payment Unit 3, do not cut oak; and within Payment Unit 7, do not cut oak, red pine, and white pine.

#### 2.1.15 - Hazard trees near roads (7/13)

Cut and remove all standing dead trees within 66 feet of the cleared portion of Townline Lake Road and Black River Road. These trees may be utilized or may be scattered back into the sale area.

## 2.2 - Utilization

## 2.2.3 - Stump heights (4/07)

Stump heights within Payment Unit(s) 2 & 8 shall not exceed 6 inches for all trees. This is in order to facilitate planting operations.

### 2.2.4 - Skidding length (2/14)

Tree length skidding is required during periods without frozen ground or snow in Payment Units 1, 4, 5, & 7 in order scarify soil and create a receptive seedbed for naturally seeded jack pine.

### 3 - Payments

## 3.4 - Damaged Timber

## 3.4.1 - Damaged timber (6/14)

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

In addition, extreme care should be taken to avoid damage to tree seedlings and saplings. Within Payment Unit 7, if more than 25% of the red pine, white pine, and oak seedlings or saplings (1/4" to 4.5" DBH) 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 Payment Units 3 & 7, 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 or be reserved for berm construction. 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 in any Payment Unit. 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 (10/16)

A pre-sale conference between the Purchaser and sale administrator is required prior to beginning any operations within a Payment Unit to determine landing and road locations.

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

The Purchaser is responsible for contacting the gas or pipeline company 30 days prior to operating equipment in the vicinity of well heads or natural gas pipelines. Contact MarkWest Michigan Pipeline Company, L.L.C. at (231) 258-4614, (800) 937-5936, or (800) 540-2415.

## 5.1.4 - Post-sale conference (10/16)

A post-sale conference on site between the Purchaser and sale administrator is required within a Payment Unit 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

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

To facilitate reforestation, Payment Unit(s) 2 & 8 shall be left with slash evenly distributed. Bunched tops within the cutting area shall be broken up and scattered. Stumps shall be cut low to the ground. Processing sites shall not be left with a compacted layer of slash; tops from these sites shall be hauled back into the cut area and scattered.

## 5.2.1.12 - Slash for prescribed burning (1/05)

To facilitate prescribed burning, slash shall be moved at least 10 feet inside the red painted sale boundary of Payment Units 1 and 4-6. In addition, within Payment Unit 7, slash shall be moved at least 10 feet inside the yellow painted Payment Unit boundary adjacent to Payment Unit 6. Slash cannot be piled or placed near residual trees.

## 5.2.2 - Hazard Trees/Snags

## 5.2.2.1 - Den trees (10/16)

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

## 5.2.3 - Operating Restrictions

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

Within Payment Unit(s) 3 & 7, 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.

#### 5.2.3.4 - Oak wilt restriction (9/17)

Within Payment Unit(s) 3 - 7, unless changed by written agreement, cutting, skidding, hauling and brushing of access roads are not permitted during the period of April 15 to July 15. Operations may be allowed if specific steps are taken to prevent damaging uncut oak during the high risk period. Those steps include completing all road brushing before April 15th, clearing a tree-length buffer along uncut oak cover before April 15th or leaving an uncut buffer there until after July 15th. This is necessary to reduce the spread of oak wilt. For more information, contact the Unit Manager or his/her representative.

#### 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 any Payment Units 1-5, 7, & 8 must be completed before significant deciduous sprouting occurs in these Payment Units to minimize damage to new regeneration. Any post harvest operations, such as chipping, forwarding, or skidding, must be completed before sprouting of regeneration occurs. If it is anticipated that these activities will be delayed, then tops, roundwood, or drags shall be carried to one central location or left in place in the harvest unit. 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) 3, leave one 10" diameter or larger log-length 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.

#### 5.2.4.6 - Dead and down creation, other (9/09)

In the southern portion of Payment Unit 3, it is recommended but not required to leave one slash pile at least 8 feet in diameter and at least 4 feet in height to improve rabbit habitat.

## 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. Wood chips must not exceed a depth of 4" over the original ground surface.

## 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.

#### 5.8 - 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

## 6.2.1 - Road posting (9/09)

The Purchaser is responsible for posting and maintaining caution signs on forest roads accessing the sale area prior to beginning operations. The road must be posted approximately 200 feet 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.

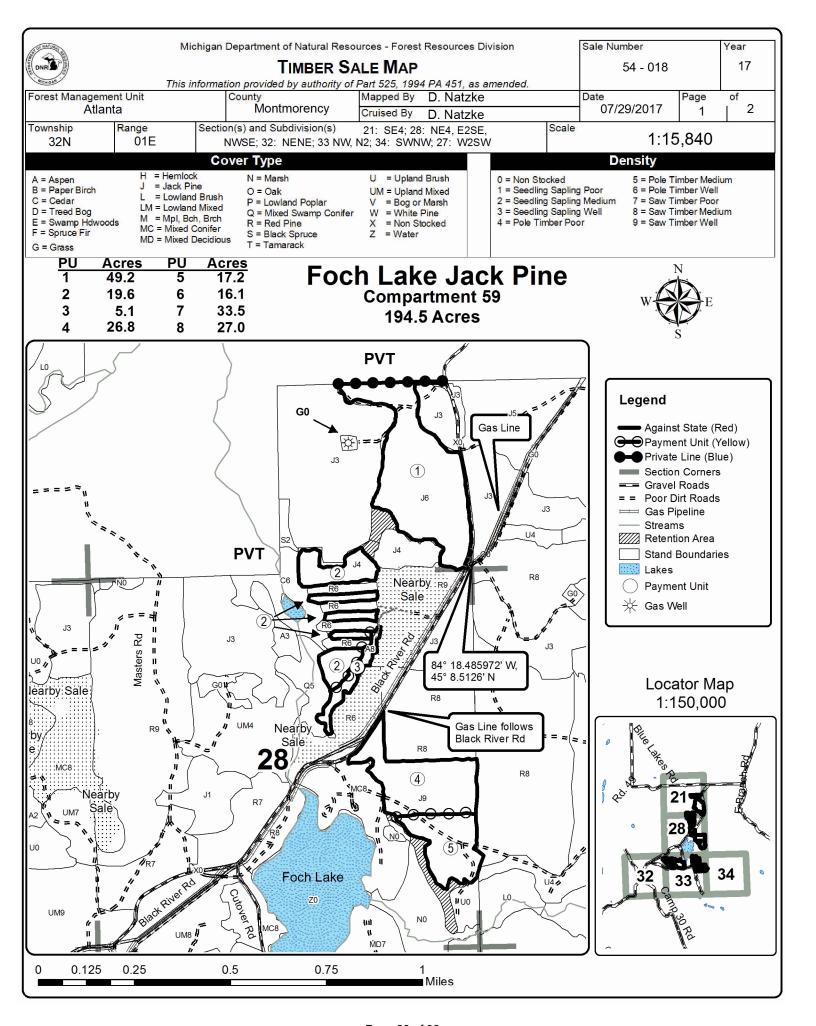
## 99 - Unique

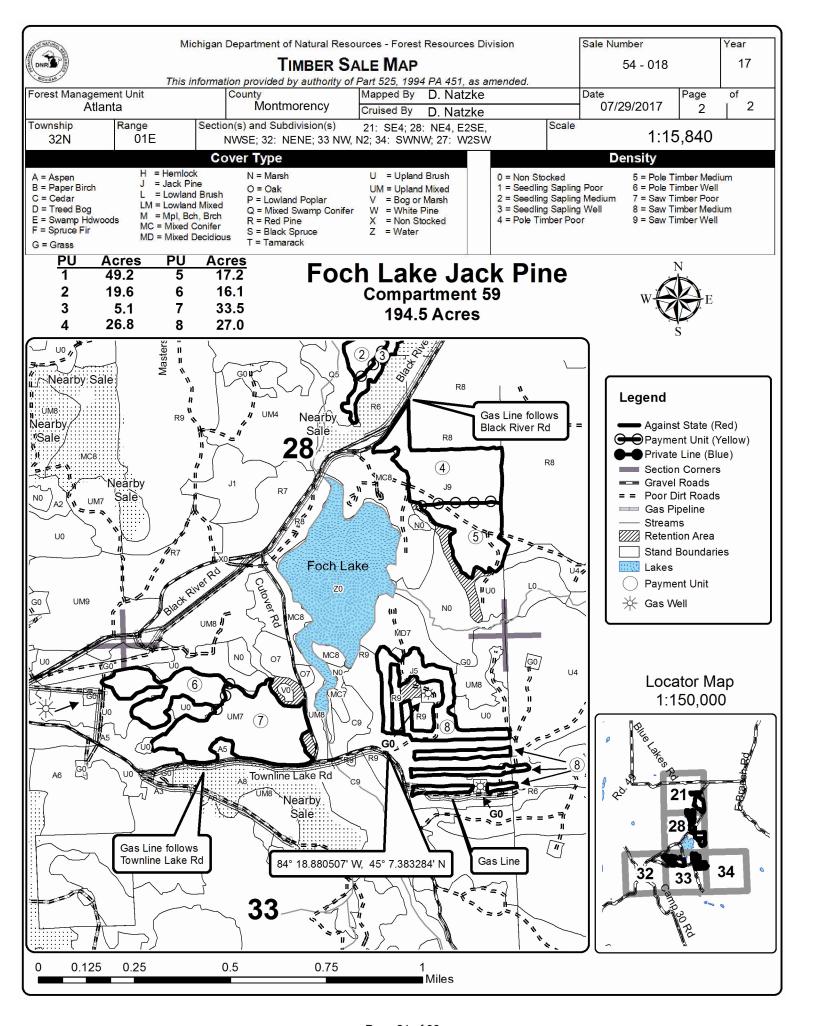
**SKIP** 

99.1 - Help with natural regeneration (7/17)

In Payment Units 1, 4, 5, and 7, it is recommended but not required to run over drags. The purpose is to break off branches and cones to help with natural seeding.

Section Name: Sale Specific Current as of 11/1/2017 11:08:57AM





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## TIMBER SALE INFORMATION

## Foch Lake Hardwood (54-019-17)

Montmorency County (Advertised Price \$108,374.75)

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>ESTIMATE</b>	D UNITS*	<u>ADV</u>	ERTISED PRICE
Sawtimber				
B. T. Aspen	31.80	MBF	\$	86.00 / MBF
BI/R/Hybrid Oak	57.50	MBF	\$	120.00 / MBF
Red Maple	7.00	MBF	\$	129.00 / MBF
Red Oak	47.00	MBF	\$	162.00 / MBF
Red Pine	194.30	MBF	\$	129.00 / MBF
White Pine	15.50	MBF	\$	86.00 / MBF
Pulpwood				
Balsam Fir	4.00	Cords	\$	30.10 / Cord
Jack Pine	36.00	Cords	\$	24.95 / Cord
Mixed Aspen	1,191.00	Cords	\$	22.00 / Cord
Mixed Hardwood	359.00	Cords	\$	19.50 / Cord
Mixed Oak	476.00	Cords	\$	20.90 / Cord
Red Pine	310.00	Cords	\$	51.15 / Cord
White Pine	91.00	Cords	\$	41.75 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 11.92 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 \$5,419.00 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 06/30/2020.

## **Description of Timber by Payment Unit (PU)**

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	B. T. Aspen	Sawtimber	0.8	MBF	51.7	\$55,293.35
	BI/R/Hybrid Oak		32.2	MBF		
	Red Maple		0.9	MBF		
	Red Pine		181.2	MBF		
	White Pine		13.7	MBF		
	Jack Pine	Pulpwood	13.0	Cords		
	Jack Pine	Sawtimber	0.9	MBF		
	Jack Pine	Pulpwood	11.0	Cords		
	Mixed Aspen		121.0	Cords		
	B. T. Aspen		121.0	Cords		
	Mixed Hardwood		83.0	Cords		
	Red Maple		83.0	Cords		
	Mixed Oak		213.0	Cords		
	BI/R/Hybrid Oak		213.0	Cords		
	Red Pine		286.0	Cords		
				l		
	White Pine		72.0	Cords		
2	B. T. Aspen	Sawtimber	19.6	MBF	39.8	\$35,202.50
	BI/R/Hybrid Oak		22.8	MBF		
	Red Maple		1.7	MBF		
	Red Oak		47.0	MBF		
	Mixed Aspen	Pulpwood	717.0	Cords		
	B. T. Aspen		717.0	Cords		
	Mixed Hardwood		101.0	Cords		
	Red Maple		98.0	Cords		
	Sugar Maple		3.0	Cords		
	Mixed Oak		249.0	Cords		
	BI/R/Hybrid Oak		87.0	Cords		
	Red Oak		162.0	Cords		
3	B. T. Aspen	Sawtimber	11.4	MBF	36.5	\$17,878.90
	BI/R/Hybrid Oak		2.5	MBF		
	Red Maple		4.4	MBF		
	Red Pine		13.1	MBF		
	White Pine		1.8	MBF		
	Balsam Fir	Pulpwood	4.0	Cords		
	Jack Pine		23.0	Cords		
	Jack Pine	Sawtimber	2.7	MBF		
	Jack Pine	Pulpwood	18.0	Cords		
	Mixed Aspen	, 4,50000	353.0	Cords		
	B. T. Aspen		231.0	Cords		
	Quaking Aspen		122.0	Cords		
	Mixed Hardwood		175.0	Cords		
			175.0 175.0	l		
	Red Maple			Cords		
	Mixed Oak	0	14.0	Cords		
	White Oak	Sawtimber	1.3	MBF		
	BI/R/Hybrid Oak	Pulpwood	6.0	Cords		
	White Oak		5.0	Cords		
	Red Pine		24.0	Cords		
			19.0	Cords	I	I
	White Pine		13.0	1 00/40		
	White Pine	TOTAL:	353.1	MBF		

## Sale Specific Conditions & Requirements

Sale Name: Foch Lake Hardwood Sale Number: 54-019-17 Seg#: 1

#### 1 - Sale Area

#### 1.2 - Boundaries

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

Exterior sale boundary lines against state are marked with red paint. The painted boundary line trees are not Included Timber and are to be protected EXCEPT red painted trees on the south side of Townline Lake Road: red painted trees on the south side of Townline Lake Road are Included Timber.

## 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1-3, cut all trees that are two (2) inches or more at DBH except, do not cut trees marked with white paint above and below stump height.

#### 2.2 - Utilization

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

The skidding of whole trees or tree segments with limbs attached is prohibited within Payment Unit(s) 1-3. 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) \$20,000 or greater in value 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, within Payment Unit 1, extreme care should be taken to avoid damage to oak, red pine, and white pine seedlings or saplings (1/4" to 4.5" DBH). Within Payment Unit 3 extreme care should be taken to avoid damage to oak seedlings and saplings. If more than 50% of the seedlings and/or saplings identified above are damaged within a specified portion of the sale area, liquidated damages will be assessed for all acreage within that specified portion of the sale area containing damage.

#### 3.4.2 - Special Protection Trees (4/14)

The Purchaser shall not cut live or dead special protection trees within cutting units or clearings. Special protection trees are marked with white paint above and below stump height. If the Purchaser's operations have cut or damaged special protection trees through carelessness, the Purchaser shall pay \$75 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.

## 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 in any Payment Unit. All operations are limited to existing roads. Skid trails only will be allowed.

#### 4.2 - Maintenance

#### 4.2.2 - Fill material (4/07)

To maintain roads, fill material may be needed in areas where "holes" exist or may be expected to develop. This fill material should be placed before trucking begins. This fill material must be pre-approved by the Unit Manager or his or 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 (10/16)

A pre-sale conference between the Purchaser and sale administrator is required prior to beginning any operations to determine landing and road locations.

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

The Purchaser is responsible for contacting the gas or pipeline company 30 days prior to operating equipment in the vicinity of well heads or natural gas pipelines. Contact RCS Services at (989) 732-7999.

## 5.1.4 - Post-sale conference (10/16)

A post-sale conference on site between the Purchaser and sale administrator is required 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 (10/16)

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

## 5.2.3 - Operating Restrictions

## 5.2.3.4 - Oak wilt restriction (4/17)

Within Payment Unit(s) 1-3, cutting, skidding, and hauling are not permitted during the period of April 15 to July 15. Operations may be allowed if specific steps are taken to prevent damaging uncut oak during the high risk period. Those steps include completing all road brushing before April 15th, clearing a tree-length buffer along uncut oak cover before April 15th or leaving an uncut buffer there until after July 15th. This is necessary to reduce the spread of oak wilt. For more information, contact the Unit Manager or his/her representative.

## 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)

All timber harvesting operations in any Payment Unit must be completed before significant deciduous sprouting occurs to minimize damage to new regeneration. Remove all severed merchantable timber to the landing prior to spouting. Any post-harvest operations, such as chipping, forwarding, or skidding must be completed before regeneration sprouting occurs. If it is anticipated that these activities will be delayed, then tops, roundwood, or drags shall be carried to one central location or left in place in the harvest unit. 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) 2 & 3, leave one, 10" diameter or larger log-length 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. Once harvest operations are complete within the Payment Unit, all decked wood must be hauled from the landing within 60 days and the landing restored immediately thereafter. Where the landing is used for multiple Payment Units, all decked wood must be hauled from the landing within 60 days of completion of the final unit using the landing, and the landing restored immediately thereafter.

## 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.

#### 5.4 - Soil Protection

## 5.4.1 - Rutting restriction, general (7/16)

Operations are to cease immediately if equipment and weather conditions result in rutting of roads and/or skid trails which is 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.

## 5.4.3 - Erosion control (12/08)

Skid trails or haul roads may require erosion control structures or berms per direction of the Unit Manager or his/her representative.

## 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

## 6.2.1 - Road posting (9/09)

The Purchaser is responsible for posting and maintaining caution signs on forest roads accessing the sale area prior to beginning operations. The road must be posted 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

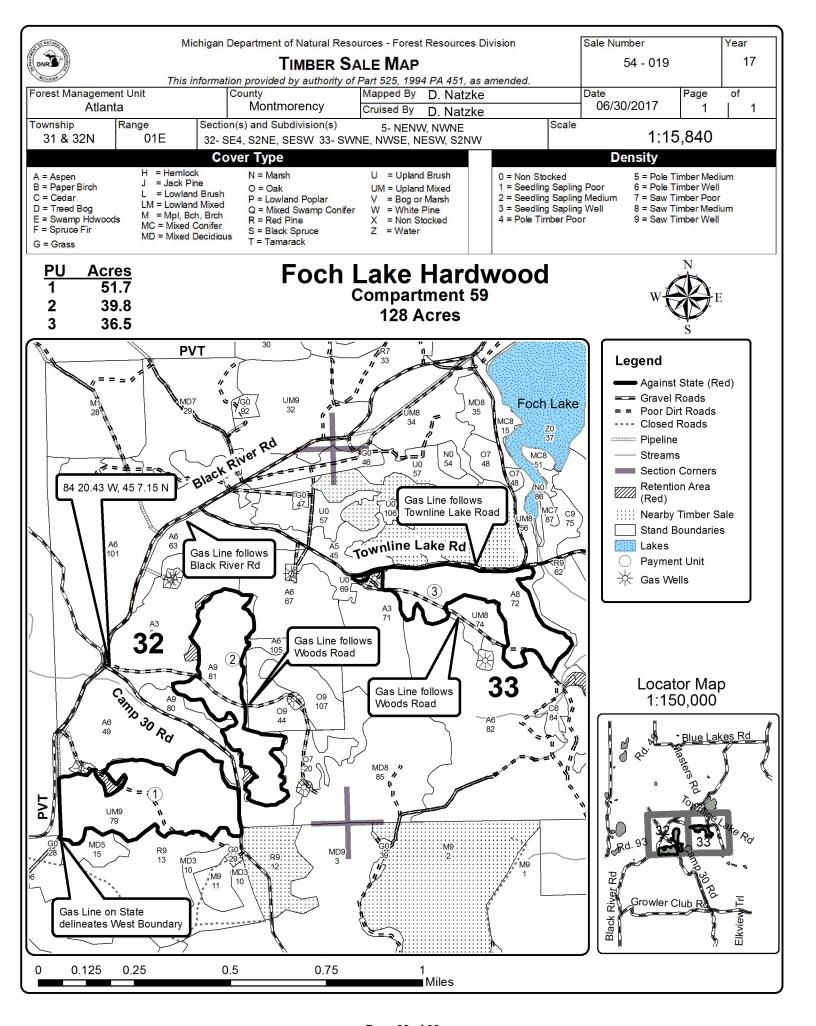
signs.

## 8 - Performance and Settlement

- 8.3 Uncompleted or Terminated Contracts
  - 8.3.2 Completion of contract, other (11/16)

Areas of this sale may be difficult to log. Per General Condition & Requirement 3.5 - Adjustment of Quantity, there will be no adjustment to contract volume, but unharvested timber may not be considered a violation of General Condition & Requirement 8.3 - Uncompleted or Terminated Contract. These areas are located in Payment Units 1 & 2.

Section Name: Sale Specific Current as of 11/1/2017 4:42:22PM



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## **BID FORM**

ATLANTA MANAGEMENT UNIT
ATLANTA OFFICE

## Foch Lake Hardwood (54-019-17) ; Montmorency COUNTY

In response to the notice of sale to be held 10:00 a.m. (local time) on November 28, 2017, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES Sawtimber	ESTIMATED	VOLUME*	<u>AD</u>	VERTISED PRICE	BID PRICE/UNIT
B. T. Aspen	31.80	MBF	\$	86.00/MBF	\$
BI/R/Hybrid Oak	57.50	MBF	\$	120.00/MBF	\$
Red Maple	7.00	MBF	\$	129.00/MBF	\$
Red Oak	47.00	MBF	\$	162.00/MBF	\$
Red Pine	194.30	MBF	\$	129.00/MBF	\$
White Pine	15.50	MBF	\$	86.00/MBF	\$
Pulpwood					
Balsam Fir	4.00	Cords	\$	30.10/Cord	\$
Jack Pine	36.00	Cords	\$	24.95/Cord	\$
Mixed Aspen	1,191.00	Cords	\$	22.00/Cord	\$
Mixed Hardwood	359.00	Cords	\$	19.50/Cord	\$
Mixed Oak	476.00	Cords	\$	20.90/Cord	\$
Red Pine	310.00	Cords	\$	51.15/Cord	\$
White Pine	91.00	Cords	\$	41.75/Cord	\$
ı					

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 11.92 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:						
	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	vidual or company representative's signature: Date:						
hone nu	mber :	optional):					

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



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

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

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

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

Signature of Owner or Authorized Representative

Title

	Part 5 of Act 451 of 1994, as amended.					
VE	VERIFICATION OF WORKER'S DISABILITY COMPENSATION	ACT COMPLIANCE				
•	This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.					
•	In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract.					
•	All Information must be typed or printed except for written signatures.					
Ple	Please Check Appropriate Categories:					
1.	<ul> <li>My business is organized as (you <b>must</b> check <u>one</u> of the boxes below):</li> <li>A. □ Sole Proprietorship (individual)</li> <li>B. □ Partnership</li> <li>C. □ Corporation</li> </ul>					
2.	<ul> <li>You must check one of the boxes below:</li> <li>A.  I certify 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 my business has satisfied its o bligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).</li> <li>C.  I certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty-one (21) days of the contract award.</li> </ul>					
3.	If you have checked item 2(A) or 2(B), you <b>must</b> indicate the than yourself, including family members and active partners (if Full-time Employees					
Nam	Name of Business Fed	eral ID (or) Social Security No.				
	(	phone )				
City	City State ZIP					
	hereby certify that the above information is true and correct. I ago in factors affecting my coverage during any of my present and future					

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

Date

TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

EEDEDAI ID:

## **BID FORM**

ATLANTA MANAGEMENT UNIT ATLANTA OFFICE

## Foch Lake Red Pine (54-017-17) ; Montmorency COUNTY

In response to the notice of sale to be held 10:00 a.m. (local time) on November 28, 2017, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES Sawtimber	<u>ESTIMATED</u>	VOLUME*	<u>AD</u>	VERTISED PRICE	BID PRICE/UNIT
BI/R/Hybrid Oak	12.00	MBF	\$	120.00/MBF	\$
Red Pine	330.60	MBF	\$	129.00/MBF	\$
Pulpwood					
Jack Pine	181.00	Cords	\$	24.95/Cord	\$
Mixed Aspen	15.00	Cords	\$	22.00/Cord	\$
Mixed Oak	43.00	Cords	\$	20.90/Cord	\$
Red Maple	28.00	Cords	\$	19.50/Cord	\$
Red Pine	528.00	Cords	\$	51.15/Cord	\$

\*The volumes are statistically estimated within plus (+) or minus (-) 14.48 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:			₹	
	Company or individu	ual bidding:			
	Company representative's name:				
	Address:				
	City:	State:	Zip:		
IF AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.					
Individual	ndividual or company representative's signature: Date:				
Phone nu	hone number : Email (optional):				

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



Michigan Department of Natural Resources Forest Resources Division

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

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

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

## VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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

•	In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract.			
•	All Information must be typed or printed except for written signatures.			
Ple	Please Check Appropriate Categories:			
1.	<ol> <li>My business is organized as (you must check one of the boxes</li> <li>A.  Sole Proprietorship (individual)</li> <li>B.  Partnership</li> <li>Corporation</li> </ol>	below):		
2.	<ol> <li>You must check one of the boxes below:</li> <li>A.  I certify my business is a sole proprietorship and it has no employ Worker's Compensation Laws.</li> <li>B.  I certify my business has satisfied its o bligation to the Worker's C Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Noti questions or a copy of the BWC-337, please call the Worker's Co.</li> </ol>	ompensation Act through the use of an approved Notice of ce of Exclusion within 21 days of the contract award. (For		
	C.  I certify my business has a Worker's Compensation Policy. I will one (21) days of the contract award.	provide an original Certificate of Insurance within twenty-		
3.	If you have checked item 2(A) or 2(B), you <b>must</b> indicate the r than yourself, including family members and active partners (if nFull-time Employees			
Nan	Name of Business Federa	al ID (or) Social Security No.		
Add	Address Teleph (	one )		
City	City State ZIP			
in f	I hereby certify that the above information is true and correct. I agree in factors affecting my coverage during any of my present and future  Signature of Owner or Authorized Representative			
7	Title	Date		

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

PR 4031-5 (Rev. 10/30/2012)

TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

#### BID FORM

ATLANTA MANAGEMENT UNIT ATLANTA OFFICE

## Foch Lake Jack Pine (54-018-17) ; Montmorency COUNTY

In response to the notice of sale to be held 10:00 a.m. (local time) on November 28, 2017, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES Sawtimber	<u>ESTIMATED</u>	VOLUME*	<u>AD</u>	VERTISED PRICE	BID PRICE/UNIT
Jack Pine	18.40	MRE	\$	50.00/MBF	¢
Jack i lile	10.40	וטואו	Φ	30.00/WIBF	Ψ
Red Pine	145.50	MBF	\$	129.00/MBF	\$
Pulpwood					
Jack Pine	938.00	Cords	\$	24.95/Cord	\$
Mixed Aspen	123.00	Cords	\$	22.00/Cord	\$
Mixed Hardwood	71.00	Cords	\$	19.50/Cord	\$
Mixed Oak	47.00	Cords	\$	20.90/Cord	\$
Red Pine	290.00	Cords	\$	51.15/Cord	\$
White Pine	4.00	Cords	\$	41.75/Cord	\$

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 14.73 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 SECU	IRITY NUMBER:			
	Company or individual bidding:					
	Company representative's name:					
	Address:					
	City:	State:	Zip:			
IF AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.						
Individual or company representative's signature: Date:						
Phone nu	Phone number : Email (optional):					

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



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

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

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

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

## **VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE**

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

•	twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract.					
•	All Information must be typed or printed except for written signatures.					
PΙε	Please Check Appropriate Categories:					
1.	My business is organized as (you <b>must</b> check <u>one</u> of the boxes below):  A. □ Sole Proprietorship (individual)  B. □ Partnership  C. □ Corporation					
2. You <b>must</b> check one of the boxes below:						
	A.   I certify my business is a sole proprietorship and it has Worker's Compensation Laws.	A.  I certify my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation I aws.				
		Norker's Compensation Act through the use of an approved Notice of of the Notice of Exclusion within 21 days of the contract award. (For /orker's Compensation Bureau at 517-322-1195).				
	C.   I certify my business has a Worker's Compensation Po one (21) days of the contract award.	licy. I will provide an original Certificate of Insurance within twenty-				
3. If you have checked item 2(A) or 2(B), you <b>must</b> indicate the number of <b>both</b> full-time and part-time employees, of than yourself, including family members and active partners (if none, you must enter "0").						
	Full-time Employees	Part-time Employees				
Nan	ame of Business	Federal ID (or) Social Security No.				
Add	ddress	Telephone ( )				
City	State State	ZIP				
in f	hereby certify that the above information is true and correct factors affecting my coverage during any of my present at Signature of Owner or Authorized Representative	ct. I agree to notify the Michigan DNR of any changes that occur nd future operations.				
-	Title	Data				
	TIUC	Date				

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

PR 4031-5 (Rev. 10/30/2012)