



**DEPARTMENT OF NATURAL RESOURCES  
STATE OF MICHIGAN**

**TIMBER SALE PROSPECTUS #6325**

SCHEDULED SALE DATE AND TIME: 10:00 a.m. (local time) on December 4, 2018.

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:

Decheau And Meaford RD Aspen (54-003-18) / T31N, R02E, SEC. 21, SESE.

T31N, R02E, SEC. 22, SWSW,SE.

T31N, R02E, SEC. 27, W1/2NW,N1/2SW,SWSW.

T31N, R02E, SEC. 28, E1/2NE,NESE.

Montmorency County, Advertised Price \$123,911.70, 154.1 Acres, Aspen, Spruce/Fir/Tamarack.

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.

Decheau And Meaford RD RP (54-004-18) / T31N, R02E, SEC. 22, SENW,S1/2SW,NESW,NESE,SWSE.

T31N, R02E, SEC. 23, W1/2NW,NWSW.

T31N, R02E, SEC. 26, W1/2NW,N1/2SW.

T31N, R02E, SEC. 27, S1/2NW,NENW,NENE.

Montmorency County, Advertised Price \$231,408.80, 166.2 Acres, Red Pine, Aspen.

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.

Sidewinder Aspen (54-013-18) / T31N, R02E, SEC. 26, W1/2NE,NWSE.

Montmorency County, Advertised Price \$5,059.60, 15.4 Acres, Aspen, Hardwood.

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

### 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 December 4, 2018. 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](http://www.michigan.gov/timberbidding) or by completing the hardcopy Bid Form found in the Timber Sale Prospectus. Hardcopy Bid Forms shall be manually signed in ink. Registration in OLB is considered your 'signature' for all bids submitted thru that system. Bid prices must be entered for each species and product in the Bid Price column for all material subject to bidding and all fill-in blanks must be completed. If erasures or other changes appear on the hardcopy Bid Form, each erasure or change must be initialed by the person signing the bid.

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 9. Timber Sale Contract (7/18)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

KEITH CREAGH  
Director

**TIMBER SALE INFORMATION**

Decheau And Meaford RD Aspen (54-003-18)

T31N, R02E, SEC. 21; T31N, R02E, SEC. 22; T31N, R02E, SEC. 27; T31N, R02E, SEC. 28.  
Montmorency County (Advertised Price \$123,911.70)

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:

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>
<b>Sawtimber</b>		
Basswood	2.60 MBF	\$ 80.00 / MBF
Mixed Aspen	45.80 MBF	\$ 116.00 / MBF
Red Maple	31.50 MBF	\$ 179.00 / MBF
Red Pine	79.30 MBF	\$ 146.00 / MBF
White Pine	2.80 MBF	\$ 133.00 / MBF
White Spruce	36.70 MBF	\$ 89.00 / MBF
<b>Pulpwood</b>		
Balsam Fir	377.00 Cords	\$ 50.20 / Cord
Jack Pine	25.00 Cords	\$ 30.60 / Cord
Mixed Aspen	1,499.00 Cords	\$ 32.10 / Cord
Mixed Hardwood	430.00 Cords	\$ 25.00 / Cord
Mixed Oak	44.00 Cords	\$ 25.25 / Cord
Mixed Spruce	224.00 Cords	\$ 42.55 / Cord
N. White Cedar	13.00 Cords	\$ 40.45 / Cord
Red Pine	65.00 Cords	\$ 59.15 / Cord
White Pine	59.00 Cords	\$ 67.20 / Cord

\* The total volume is statistically estimated within plus (+) or minus (-) 11.77 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

**BOND AND PAYMENT SCHEDULE:**

1. A bond in the amount of \$6,196.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
3. Total payment must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
  - (c) Payment for each of the following units must be made before cutting begins in that unit:
 

<u>PAYMENT UNIT NUMBER</u>	<u>PERCENT OF TOTAL SALE VALUE</u>
01	12.4%
02	3.9%
03	48.4%
04	10.3%
05	19.6%
06	5.4%
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	Mixed Aspen	Sawtimber	2.7	MBF	16.1	\$15,399.50		
	<i>Quaking Aspen</i>		2.7	<i>MBF</i>				
	Red Maple		9.9	MBF				
	Red Pine		1.0	MBF				
	White Spruce		16.6	MBF				
	Balsam Fir		Pulpwood	40.0			Cords	
	Mixed Aspen			68.0			Cords	
	<i>Quaking Aspen</i>			68.0			<i>Cords</i>	
	Mixed Hardwood			78.0			Cords	
	<i>Black Cherry</i>			1.0			<i>Cords</i>	
	<i>Paper Birch</i>			4.0			<i>Cords</i>	
	<i>Red Maple</i>			73.0			<i>Cords</i>	
	Mixed Spruce			121.0			Cords	
	<i>Black Spruce</i>			31.0			<i>Cords</i>	
	<i>White Spruce</i>			90.0			<i>Cords</i>	
	N. White Cedar		7.0	Cords				
	<i>N. White Cedar</i>		7.0	<i>Cords</i>				
	Red Pine		2.0	Cords				
	2		White Spruce	Sawtimber			1.5	MBF
Balsam Fir		Pulpwood	18.0	Cords				
Mixed Aspen			51.0	Cords				
<i>Quaking Aspen</i>			51.0	<i>Cords</i>				
Mixed Hardwood			51.0	Cords				
<i>Black Cherry</i>			13.0	<i>Cords</i>				
<i>Paper Birch</i>			4.0	<i>Cords</i>				
<i>Red Maple</i>			34.0	<i>Cords</i>				
Mixed Oak			2.0	Cords				
<i>BI/R/Hybrid Oak</i>			2.0	<i>Cords</i>				
Mixed Spruce			21.0	Cords				
<i>White Spruce</i>			21.0	<i>Cords</i>				
3	Basswood	Sawtimber	2.6	MBF	48.7	\$59,469.80		
	Mixed Aspen		13.9	MBF				
	<i>Quaking Aspen</i>		13.9	<i>MBF</i>				
	Red Maple		16.9	MBF				
	Red Pine		78.2	MBF				
	White Pine		2.9	MBF				
	White Spruce		18.6	MBF				
	Balsam Fir		Pulpwood	202.0			Cords	
	Jack Pine			9.0			Cords	
	Mixed Aspen			461.0			Cords	
	<i>B. T. Aspen</i>			41.0			<i>Cords</i>	
	<i>Quaking Aspen</i>			420.0			<i>Cords</i>	
	Mixed Hardwood			168.0			Cords	
	<i>Basswood</i>			6.0			<i>Cords</i>	
	<i>Black Cherry</i>			1.0			<i>Cords</i>	
	<i>Paper Birch</i>			20.0			<i>Cords</i>	
	<i>Red Maple</i>			141.0			<i>Cords</i>	
	Mixed Oak			29.0			Cords	
	<i>Red Oak</i>			<i>Sawtimber</i>			1.4	<i>MBF</i>
	<i>Red Oak</i>			<i>Pulpwood</i>			26.0	<i>Cords</i>
	Mixed Spruce			82.0			Cords	
	<i>Black Spruce</i>			32.0			<i>Cords</i>	
	<i>White Spruce</i>			50.0			<i>Cords</i>	
	N. White Cedar			6.0			Cords	
<i>N. White Cedar</i>	<i>Sawtimber</i>	1.0	<i>MBF</i>					
<i>N. White Cedar</i>	<i>Pulpwood</i>	4.0	<i>Cords</i>					



## Sale Specific Conditions & Requirements

**Sale Name: Decheau And Meaford RD Aspen**

**Sale Number: 54-003-18 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 green paint, along with Meaford Rd and Decheau Lake Rd. 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 green paint, with the exception of the boundaries along Meaford and Decheau Lake roads, which are unpainted and identified by the roads (see Timber Sale Map). The painted boundary line trees are not Included Timber and are to be protected. Green 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) 1-6, cut all trees that are two (2) inches or more at DBH, except do not cut any hemlock or purple painted trees within Payment Units 1 and 3. In addition, do not cut any red pine or white pine within Payment Units 2 and 4-6.

### 3 - Payments

#### 3.3 - Pre-measured Sales

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

Payment Unit(s) greater than \$25,000 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)

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

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

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth. These roads must be rendered impassable to cars and trucks. 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

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

The Purchaser is responsible for contacting the Terra Energy, LTD., BreitBurn Operating, L.P., and Chevron Michigan, LLC gas company 30 days prior to operating equipment in the vicinity of well heads or natural gas pipelines.

### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

##### 5.2.1.10 - No slash in openings (5/10)

No brush or logging debris is to be left in the maintained wildlife opening which is indicated by G on the Timber Sale Map. Any damage to the opening shall be repaired according to specifications of the Unit Manager or his/her representative.

#### 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

##### 5.2.3.1 - Operating restrictions (9/11)

Within Payment Unit(s) 1, 2, 3, and 6, unless changed by written agreement, cutting, skidding, and hauling are limited to the period of July 15 to April 15. This restriction is to minimize rutting to seasonally wet soils.

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

Timber harvesting in all Payment Units must be completed before significant deciduous seedling sprouting occurs to minimize damage to the new regeneration. Any tops left for chipping must be skid to a designated centralized location, approved by the sale administrator, within 30 days of severing/cutting designated stem(s). Merchantable tops that are left in the regenerating sale area beyond the 30 day deadline will be forfeit at the discretion of the sale administrator.

#### 5.2.4 - Dead and Down Creation

##### 5.2.4.4 - Dead and down creation, grouse (6/18)

To encourage grouse and other wildlife, in Payment Unit(s) 1-6, leave one 12" or larger diameter (or largest diameter trees within stand) whole tree on the ground for every 2 acres, preferably a hardwood species such as oak, maple, or aspen. These will be evenly scattered throughout the unit.

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

Within Payment Units 1-6, leave one brush pile or drag of trees every 3-5 acres along lowland edges to provide habitat for reptiles and hare. Drags left should contain at least 5 whole trees that are greater than 5" in diameter at the base of the stem. Piles left should be a minimum of 8 feet in diameter and consist of at least 2 layers of stems greater than 5" in diameter at the base, with tops from 3-5 trees laid over top. A pinwheel structure, meeting the minimum dimensions listed above, overlaid with tops is also acceptable.

#### 5.2.31 - Landing locations (9/13)

Landing areas are marked on the Timber Sale Map with the letter "L". Landings must be confined to these designated sites unless otherwise authorized by the Unit Manager or his/her representative.

#### 5.2.32 - Decking/landing restoration (9/13)

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.

#### 5.2.39 - ORV trail/route protection (4/18)

The Atlanta to Hunt Creek MCCC trail is shown on the Timber Sale Map. Do not cut trees or damage posts with ORV markers. All stumps within 5 feet of the trail must be cut flush with the ground. Maintain a 20 foot wide slash, debris, and rut free zone daily using the trail or route as the centerline. Do not run equipment down the ORV trail or route. Skidding across the trail or route may only occur in locations approved by the sale administrator.

### 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

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

The Purchaser is responsible for posting and maintaining caution signs on all recreational trails prior to beginning operations. The trail must be posted at appropriate distances from the sale area 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.



# TIMBER SALE MAP

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

Forest Management Unit Atlanta Management Unit	County Montmorency	Mapped By D. Coy	Date 07/02/2018	Page 1	of 1
Cruised By D. Coy					

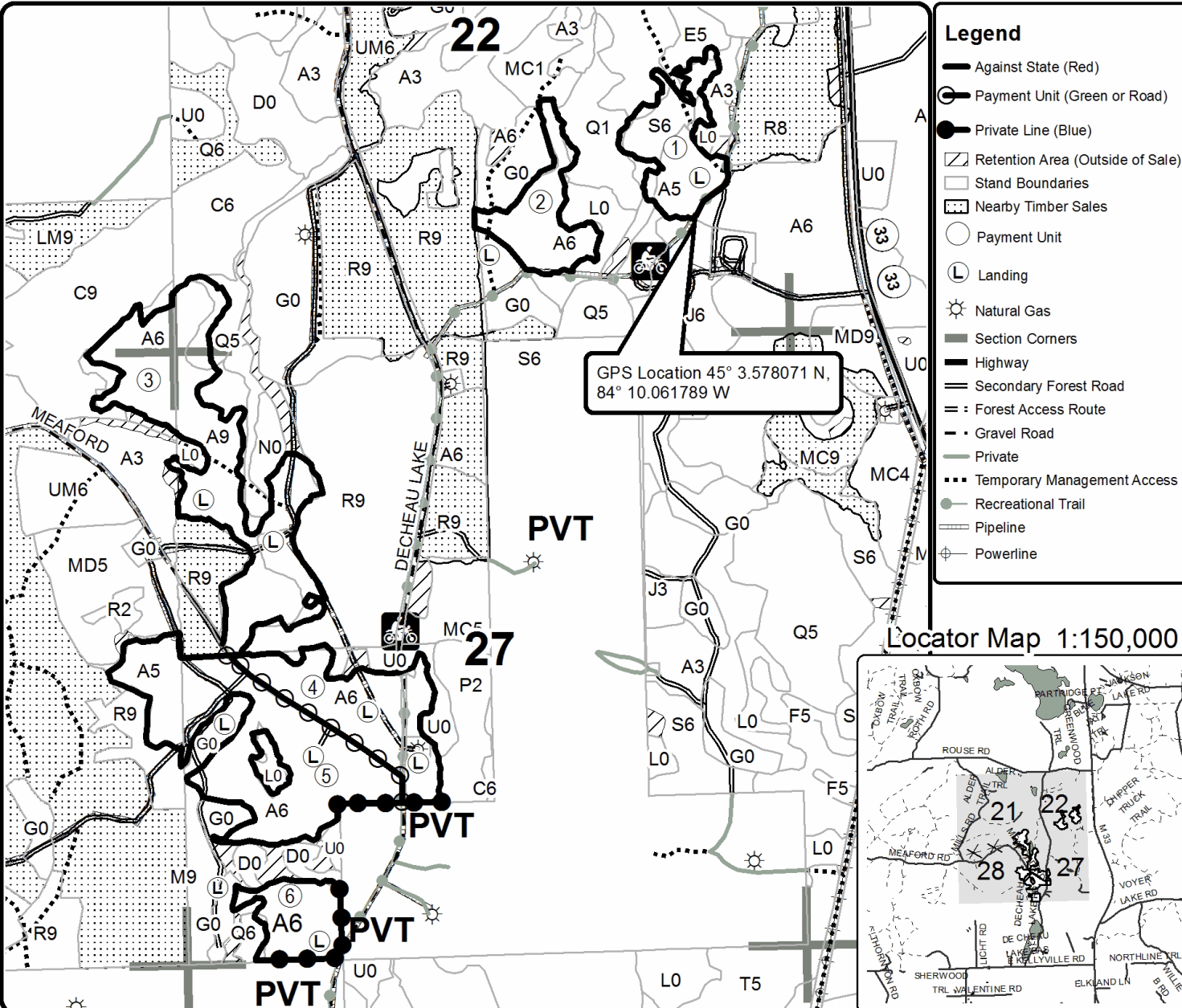
Township 31N	Range 02E	Section(s) and Subdivision(s) 21- SESE 22- SE4 & S2SW 27- W2W2 & NESW 28- E2NE4 & NESE	Scale 1:15,840
-----------------	--------------	---	-------------------

Cover Type				Density			
A = Aspen	H = Hemlock	N = Marsh	U = Upland Brush	0 = Non Stocked	5 = Pole Timber Medium		
B = Paper Birch	J = Jack Pine	O = Oak	UM = Upland Mixed	1 = Seedling Sapling Poor	6 = Pole Timber Well		
C = Cedar	L = Lowland Brush	P = Lowland Poplar	V = Bog or Marsh	2 = Seedling Sapling Medium	7 = Saw Timber Poor		
D = Treed Bog	LM = Lowland Mixed	Q = Mixed Swamp Conifer	W = White Pine	3 = Seedling Sapling Well	8 = Saw Timber Medium		
E = Swamp Hdwoods	M = Mpl, Bch, Brch	R = Red Pine	X = Non Stocked	4 = Pole Timber Poor	9 = Saw Timber Well		
F = Spruce Fir	MC = Mixed Conifer	S = Black Spruce	Z = Water				
G = Grass	MD = Mixed Deciduous	T = Tamarack					

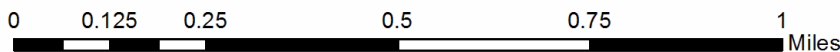
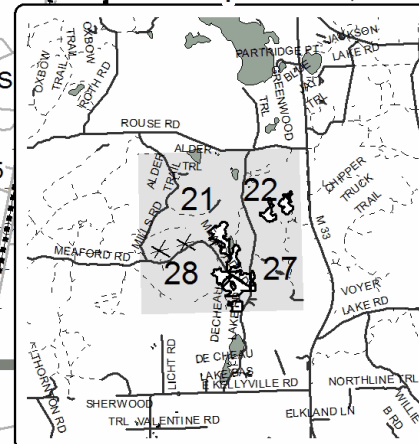
PU Acres	PU Acres
1 16.1	5 43.5
2 13.8	6 11.0
3 48.7	
4 21.0	

## Decheau and Meaford Rd Aspen

Compartments 44 & 45  
154.1 Acres



Locator Map 1:150,000





**TIMBER SALE INFORMATION**

Decheau And Meaford RD RP (54-004-18)

T31N, R02E, SEC. 22; T31N, R02E, SEC. 23; T31N, R02E, SEC. 26; T31N, R02E, SEC. 27.  
Montmorency County (Advertised Price \$231,408.80)

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

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:

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED UNITS*</u>		<u>ADVERTISED PRICE</u>
<b>Sawtimber</b>			
BI/R/Hybrid Oak	2.30	MBF	\$ 123.00 / MBF
Mixed Aspen	10.60	MBF	\$ 110.00 / MBF
Red Maple	5.40	MBF	\$ 170.00 / MBF
Red Oak	22.50	MBF	\$ 210.00 / MBF
Red Pine	749.00	MBF	\$ 138.00 / MBF
White Pine	73.00	MBF	\$ 126.00 / MBF
White Spruce	6.80	MBF	\$ 84.00 / MBF
<b>Pulpwood</b>			
Balsam Fir	118.00	Cords	\$ 47.55 / Cord
Jack Pine	60.00	Cords	\$ 29.00 / Cord
Mixed Aspen	494.00	Cords	\$ 30.40 / Cord
Mixed Hardwood	128.00	Cords	\$ 23.70 / Cord
Mixed Oak	138.00	Cords	\$ 23.95 / Cord
Mixed Spruce	140.00	Cords	\$ 40.30 / Cord
Red Pine	1,014.00	Cords	\$ 56.05 / Cord
White Pine	314.00	Cords	\$ 63.70 / Cord

\* The total volume is statistically estimated within plus (+) or minus (-) 10.58 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

**BOND AND PAYMENT SCHEDULE:**

1. A bond in the amount of \$11,570.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
3. Total payment must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
  - (c) Payment for each of the following units must be made before cutting begins in that unit:

<u>PAYMENT UNIT NUMBER</u>	<u>PERCENT OF TOTAL SALE VALUE</u>
01	16.7%
02	17.1%
03	18.9%
04	9.9%
05	13.1%
06	5.0%
07	1.0%
08	4.2%
09	6.3%
10	7.8%

4. If no cutting takes place, the 10% down payment will not be refunded.
5. Operations on the contract issued will terminate on 06/30/2021.



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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
4 con't	<i>B. T. Aspen</i>	<i>Sawtimber</i>	1.6	<i>MBF</i>		
	<i>Quaking Aspen</i>		3.1	<i>MBF</i>		
	Red Pine		57.5	MBF		
	White Pine		26.0	MBF		
	Balsam Fir	Pulpwood	18.0	Cords		
	Mixed Aspen		91.0	Cords		
	<i>B. T. Aspen</i>		3.0	<i>Cords</i>		
	<i>Quaking Aspen</i>		88.0	<i>Cords</i>		
	Mixed Hardwood		6.0	Cords		
	<i>Red Maple</i>		6.0	<i>Cords</i>		
	Red Pine		59.0	Cords		
	White Pine		64.0	Cords		
	5	Red Maple	Sawtimber	0.7	MBF	20.3
Red Pine			111.8	MBF		
White Pine			8.2	MBF		
White Spruce			1.2	MBF		
Jack Pine		Pulpwood	24.0	Cords		
Mixed Aspen			62.0	Cords		
<i>Quaking Aspen</i>			62.0	<i>Cords</i>		
Mixed Hardwood			31.0	Cords		
<i>Paper Birch</i>			5.0	<i>Cords</i>		
<i>Red Maple</i>			26.0	<i>Cords</i>		
Mixed Spruce			5.0	Cords		
<i>Black Spruce</i>			2.0	<i>Cords</i>		
<i>White Spruce</i>			3.0	<i>Cords</i>		
Red Pine			124.0	Cords		
White Pine			50.0	Cords		
6	Mixed Aspen	Sawtimber	0.6	MBF	9.0	\$11,537.80
	<i>Quaking Aspen</i>		0.6	<i>MBF</i>		
	Red Maple		0.7	MBF		
	Red Pine		25.4	MBF		
	Balsam Fir	Pulpwood	40.0	Cords		
	Mixed Aspen		148.0	Cords		
	<i>Quaking Aspen</i>		148.0	<i>Cords</i>		
	Mixed Hardwood		9.0	Cords		
	<i>Black Cherry</i>		2.0	<i>Cords</i>		
	<i>Paper Birch</i>		2.0	<i>Cords</i>		
	<i>Red Maple</i>		5.0	<i>Cords</i>		
Red Pine		22.0	Cords			
7	White Spruce	Sawtimber	5.6	MBF	1.8	\$2,347.85
	Balsam Fir	Pulpwood	7.0	Cords		
	Jack Pine		9.0	Cords		
	Mixed Aspen		3.0	Cords		
	<i>Quaking Aspen</i>		3.0	<i>Cords</i>		
	Mixed Hardwood		1.0	Cords		
	<i>Black Cherry</i>		1.0	<i>Cords</i>		
	Mixed Spruce		29.0	Cords		
	<i>White Spruce</i>		29.0	<i>Cords</i>		
8	Red Pine	Sawtimber	16.1	MBF	19.5	\$9,732.50
	Red Pine	Pulpwood	134.0	Cords		
9	Red Pine	Sawtimber	24.3	MBF	29.4	\$14,619.45
	Red Pine	Pulpwood	201.0	Cords		
10	Red Pine	Sawtimber	93.8	MBF	12.0	\$18,101.00
	Red Pine	Pulpwood	92.0	Cords		
TOTAL:			869.6	MBF		

TOTAL:	2,406.0	Cords
--------	---------	-------



## Sale Specific Conditions & Requirements

Sale Name: Decheau And Meaford RD RP

Sale Number: 54-004-18 Seq#: 1

### 1 - Sale Area

#### 1.2 - Boundaries

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

The sale and Payment Unit boundaries are marked and identified by blue, red, and green paint, along with roads. Exterior sale boundary lines against private are marked with blue paint. Exterior sale boundary lines against State are marked with red paint, with the exception of the east boundary of Payment Units 1 and 2, which is unpainted and identified by M33. Interior Payment Unit boundaries are marked with green paint, with the exception of the boundary between Payment Units 8 and 9, which is unpainted and identified by Decheau Lake Rd. The painted boundary line trees are not Included Timber and are to be protected. Green 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) 1-7, cut all trees that are two (2) inches or more at DBH except, do not cut any red pine or white pine within Payment Unit 7 or any white pine within Payment Unit 6.

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

Within Payment Unit(s) 8-10, all trees are designated for cutting when marked with yellow paint above and below stump height, regardless of merchantability.

#### 2.2 - Utilization

##### 2.2.2 - Chipping required (2/18)

Payment Units 1-5 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 skid, chipped, and hauled within 60 days of severing/cutting stem(s). If the deadline is not met, damages will be collected and determined by the cost to complete the work. Products may be produced as roundwood and forwarded to decking areas in final product length, but the tops must be left intact and skidded to the landing for chipping in order to minimize the amount of residual slash. The requirement to retain approximately 1/6 to 1/3 of tree tops and limbs less than four inches in diameter still applies (G. C. & R. 2.2).

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

Stump heights within Payment Units 1-5 shall not exceed 6 inches for all trees. This is in order to facilitate planting operations.

##### 2.2.5 - Limbed tree skidding (1/09)

The skidding of whole trees or tree segments with limbs attached is prohibited, unless approved by the Unit Manager or his/her representative. Exception: Cabin logs and utility poles may be removed at final product length within Payment Units 8-10. If damage exceeds specification 3.4.1, all products must be processed at the stump using a shortwood operation and forward to the landing.

### 3 - Payments

#### 3.3 - Pre-measured Sales

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

Payment Unit(s) valued greater than \$25,000 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 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 chipped, utilized or otherwise removed from the sale.

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

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

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

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth. Stumps and brush must be placed along the remainder of the trail. These roads must be rendered impassable to cars and trucks. 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

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

The Purchaser is responsible for contacting the Terra Energy, LTD., BreitBurn Operating, L.P., and Chevron Michigan, LLC gas companies 30 days prior to operating equipment in the vicinity of well heads or natural gas pipelines.

###### 5.1.6 - Utility R.O.W. (1/15)

It is the responsibility of the Purchaser to obtain permission from the utility company to utilize the power line R.O.W. for operations.

##### 5.2 - Conduct of Operations

###### 5.2.1 - Slash

###### 5.2.1.10 - No slash in openings (5/10)

No brush or logging debris is to be left in the maintained wildlife opening which is indicated by G0 on the Timber Sale Map. Any damage to the opening shall be repaired according to specifications of the Unit Manager or his/her representative.

###### 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

#### 5.2.3.1 - Operating restrictions (9/11)

Within Payment Unit(s) 3, unless changed by written agreement, cutting and skidding are limited to the period of July 15 to March 15. This restriction is to minimize rutting in lowland areas.

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

Within Payment Unit(s) 8-10, 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.

### 5.2.22 - Operating Caution

#### 5.2.22.1 - Operating caution (6/11)

It is recommended, but not required, that within Payment Unit(s) 1, 2, and 10, cutting and skidding occur during leaf-off conditions. The reason for the recommendation is to increase boundary line visibility within a dense deciduous seedling/sapling subcanopy.

#### 5.2.31 - Landing locations (9/13)

Recommended landing locations are shown on the Timber Sale Map. Landings must be confined to these designated sites unless otherwise authorized by the Unit Manager or his/her representative.

#### 5.2.32 - Decking/landing restoration (9/13)

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.

#### 5.2.39 - ORV trail/route protection (4/18)

The Atlanta to Hunt Creek Motorcycle/MCCC trail is shown on the Timber Sale Map. Do not cut trees or damage posts with yellow ORV markers. All stumps within 5 feet of the trail must be cut flush with the ground. Maintain a 20 foot wide slash, debris, and rut free zone daily using the ORV trail or route as the centerline. Skidding across the trail or route may only occur in locations approved by the sale administrator.

### 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.

#### 5.4.6 - Wet area protection (5/10)

No harvesting operations, including skidding and felling, are to take place within the vernal pond area or drainages within the center of Payment Unit 3. When harvesting occurs, there should be no disturbance to the vernal pond depression. All equipment, trees and tops should be kept out of this area. Within 100 feet of the pond, equipment should only be used when the soil is in a dry or frozen condition. Care must be taken by the Purchaser to identify and avoid operating in these areas of the timber sale.

### 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 state forest roads near the sale area 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.

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

The Purchaser is responsible for posting and maintaining caution signs on the Atlanta to Hunt Creek Motorcycle/MCCC Trail prior to beginning operations. The trail must be posted at appropriate distances from the sale area 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.



# TIMBER SALE MAP

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

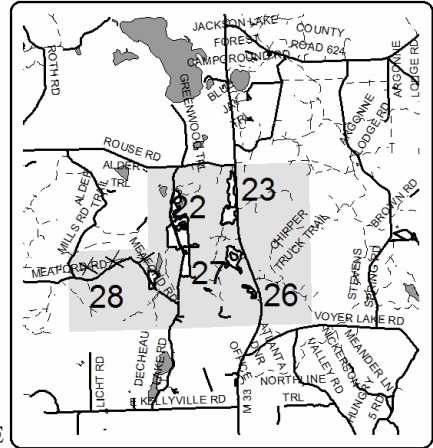
Forest Management Unit Atlanta Management Unit	County Montmorency	Mapped By D. Coy	Date 07/02/2018	Page 1	of 2
Township 31N	Range 02E	Section(s) and Subdivision(s) 22-E2NE, NESE, SWSE, SW4, SENW 23-W2NW, NWSW 26-N2SW, W2NW 27-E2NE, S2NW, NENW 28-SENE	Scale 1:15,840		

Cover Type				Density			
A = Aspen	H = Hemlock	N = Marsh	U = Upland Brush	0 = Non Stocked	5 = Pole Timber Medium		
B = Paper Birch	J = Jack Pine	O = Oak	UM = Upland Mixed	1 = Seedling Sapling Poor	6 = Pole Timber Well		
C = Cedar	L = Lowland Brush	P = Lowland Poplar	V = Bog or Marsh	2 = Seedling Sapling Medium	7 = Saw Timber Poor		
D = Treed Bog	LM = Lowland Mixed	Q = Mixed Swamp Conifer	W = White Pine	3 = Seedling Sapling Well	8 = Saw Timber Medium		
E = Swamp Hdwoods	M = Mpl, Bch, Brch	R = Red Pine	X = Non Stocked	4 = Pole Timber Poor	9 = Saw Timber Well		
F = Spruce Fir	MC = Mixed Conifer	S = Black Spruce	Z = Water				
G = Grass	MD = Mixed Deciduous	T = Tamarack					

PU Acres	PU Acres	PU Acres
1 19.9	5 20.3	9 29.4
2 20.3	6 9.0	10 12.0
3 25.5	7 1.8	
4 8.5	8 19.5	

## Decheau and Meaford Rd RP

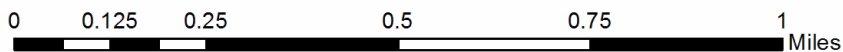
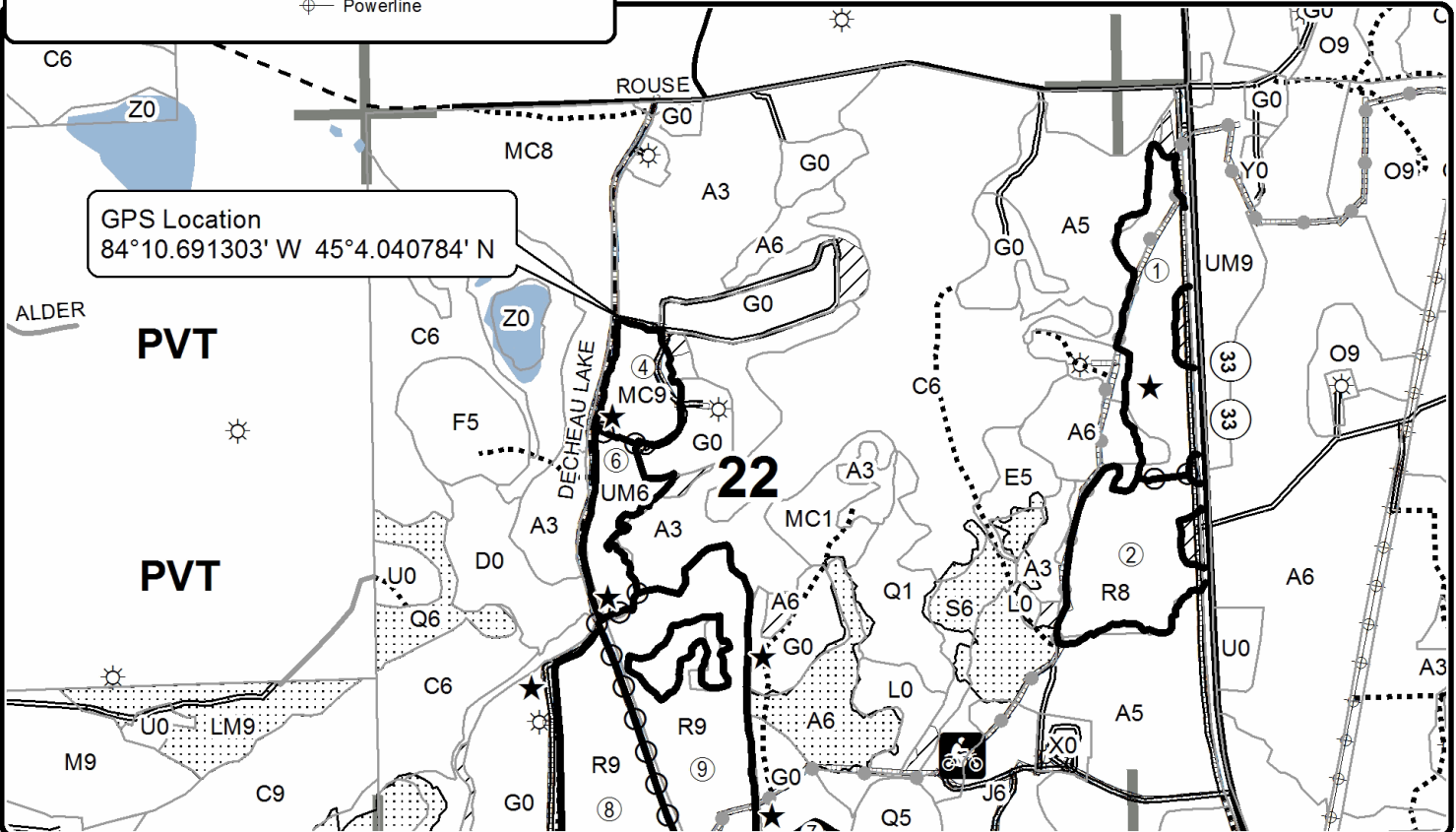
Compartment 45  
166.2 Acres



Locator Map 1:150,000

### Legend

- Against State (Red)
- Payment Unit (Green or Road)
- Retention Area (Red)
- Stand Boundaries
- Nearby Timber Sales
- Lakes
- Landing
- Payment Unit
- Natural Gas
- Section Corners
- Recreational Trail
- Highway
- Secondary Forest Road
- Paved Road
- Gravel Road
- Private
- Temporary Management Access
- Pipeline
- Powerline





# TIMBER SALE MAP

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

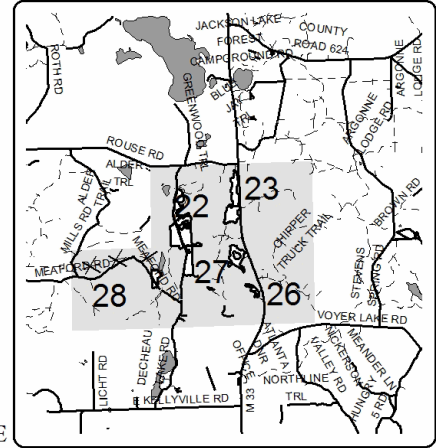
Forest Management Unit Atlanta Management Unit	County Montmorency	Mapped By D. Coy	Date 07/02/2018	Page 2	of 2
Township 31N	Range 02E	Section(s) and Subdivision(s) 22-E2NE, NESE, SWSE, SW4, SENW 23-W2NW, NWSW 26-N2SW, W2NW 27-E2NE, S2NW, NENW 28-SENE	Scale 1:15,840		

Cover Type				Density			
A = Aspen	H = Hemlock	N = Marsh	U = Upland Brush	0 = Non Stocked	5 = Pole Timber Medium		
B = Paper Birch	J = Jack Pine	O = Oak	UM = Upland Mixed	1 = Seedling Sapling Poor	6 = Pole Timber Well		
C = Cedar	L = Lowland Brush	P = Lowland Poplar	V = Bog or Marsh	2 = Seedling Sapling Medium	7 = Saw Timber Poor		
D = Treed Bog	LM = Lowland Mixed	Q = Mixed Swamp Conifer	W = White Pine	3 = Seedling Sapling Well	8 = Saw Timber Medium		
E = Swamp Hdwoods	M = Mpl, Bch, Brch	R = Red Pine	X = Non Stocked	4 = Pole Timber Poor	9 = Saw Timber Well		
F = Spruce Fir	MC = Mixed Conifer	S = Black Spruce	Z = Water				
G = Grass	MD = Mixed Deciduous	T = Tamarack					

PU Acres	PU Acres	PU Acres
1 19.9	5 20.3	9 29.4
2 20.3	6 9.0	10 12.0
3 25.5	7 1.8	
4 8.5	8 19.5	

## Decheau and Meaford Rd RP

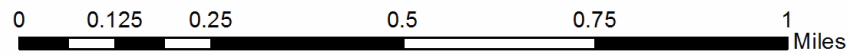
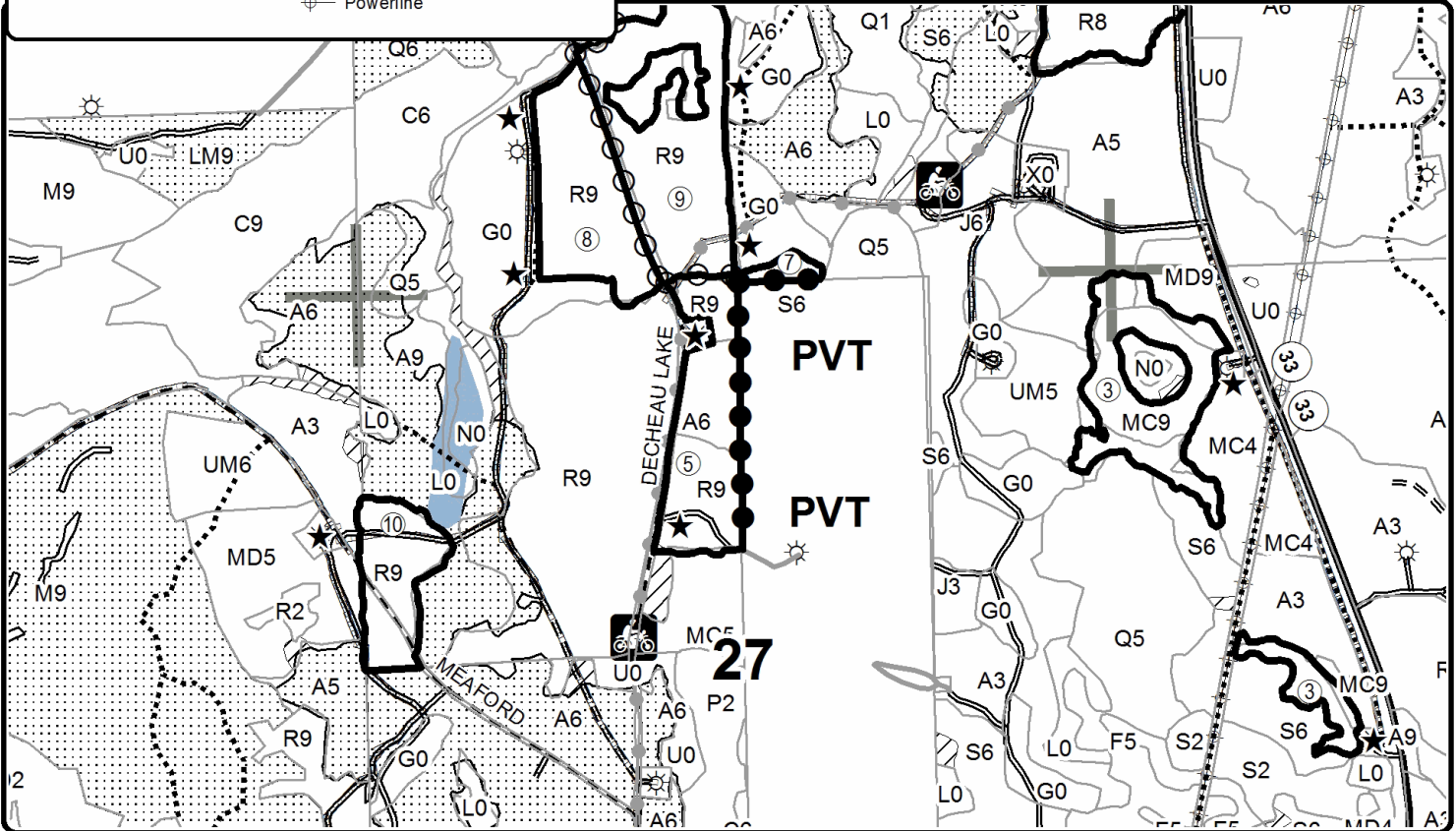
Compartment 45  
166.2 Acres



Locator Map 1:150,000

**Legend**

- Against State (Red)
- Payment Unit (Green or Road)
- Private Line (Blue)
- Retention Area (Red)
- Stand Boundaries
- Nearby Timber Sales
- Lakes
- Landing
- Payment Unit
- Natural Gas
- Section Corners
- Recreational Trail
- Highway
- Secondary Forest Road
- Forest Access Route
- Gravel Road
- Private
- Temporary Management Access
- Pipeline
- Powerline



**TIMBER SALE INFORMATION**

Sidewinder Aspen (54-013-18)

T31N, R02E, SEC. 26.

Montmorency County (Advertised Price \$5,059.60)

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:

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>
Pulpwood		
BI/R/Hybrid Oak	5.00 Cords	\$ 19.95 / Cord
Mixed Aspen	159.00 Cords	\$ 25.35 / Cord
Mixed Hardwood	6.00 Cords	\$ 19.75 / Cord
Red Pine	6.00 Cords	\$ 46.70 / Cord
White Pine	10.00 Cords	\$ 53.05 / Cord

\* The total volume is statistically estimated within plus (+) or minus (-) 43.17 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:**

- A bond in the amount of \$253.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- Cutting in any sale or unit without the required advance payment would be considered a trespass.
- Total payment must be paid in advance or according to the following schedule:
  - Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - The remainder is due before cutting begins.
  - Payment for each of the following units must be made before cutting begins in that unit:
 

PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
01	100.0%
- If no cutting takes place, the 10% down payment will not be refunded.
- 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	BI/R/Hybrid Oak	Pulpwood	5.0	Cords	15.4	\$5,059.60			
	Mixed Aspen		159.0	Cords					
	<i>B. T. Aspen</i>	<i>Sawtimber</i>	0.7	<i>MBF</i>					
	<i>Quaking Aspen</i>		1.5	<i>MBF</i>					
	<i>B. T. Aspen</i>	<i>Pulpwood</i>	51.0	<i>Cords</i>					
	<i>Quaking Aspen</i>		104.0	<i>Cords</i>					
	Mixed Hardwood		6.0	Cords					
	<i>Red Maple</i>	<i>Sawtimber</i>	0.4	<i>MBF</i>					
	<i>Black Cherry</i>	<i>Pulpwood</i>	2.0	<i>Cords</i>					
	<i>Paper Birch</i>		1.0	<i>Cords</i>					
	<i>Red Maple</i>		2.0	<i>Cords</i>					
	Red Pine		6.0	Cords					
	<i>Red Pine</i>	<i>Sawtimber</i>	1.3	<i>MBF</i>					
	<i>Red Pine</i>	<i>Pulpwood</i>	3.0	<i>Cords</i>					
	White Pine		10.0	Cords					
	<i>White Pine</i>	<i>Sawtimber</i>	2.5	<i>MBF</i>					
	<i>White Pine</i>	<i>Pulpwood</i>	5.0	<i>Cords</i>					
	TOTAL:			186.0			Cords		

## Sale Specific Conditions & Requirements

**Sale Name: Sidewinder Aspen**

**Sale Number: 54-013-18 Seq#: 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.

### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1, cut all trees that are two (2) inches or more at DBH. Special protection trees identified in accordance with condition 3.4.2, within clearcutting unit boundaries, are not Included Timber and are to be protected.

### 3 - Payments

#### 3.4 - Damaged Timber

##### 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 pink paint and are legacy pine. If the Purchaser's operations have cut or damaged special protection trees through carelessness, the Purchaser shall pay \$250 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 chipped, utilized or otherwise removed from 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

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

To maintain roads, fill material may be needed in areas where "holes" exist or may be expected to develop. This fill material should be placed before trucking begins. The fill material must be inorganic material such as cobbles or crushed rock. This fill material must not contain clay, as found in pit run gravel, or organic material. The Unit Manager, or his/her representative, must approve this material prior to installation.

##### 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. 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 Enervest Operating/Belden & Blake at (989)732-8499, 30 days prior to operating equipment in the vicinity of well heads or natural gas pipelines.

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

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

### 5.2 - Conduct of Operations

#### 5.2.2 - 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, no exceptions (1/18)

Within Payment Unit 1, cutting, skidding, hauling within the sale and brushing of access roads to the sale are not permitted during the period of April 15 to July 15. No exceptions will be granted. This is necessary to reduce the spread of oak wilt.

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

Timber harvesting in any Payment Unit must be completed before significant deciduous sprouting occurs in that Payment Unit so as to minimize damage to the new regeneration. Any post-harvest operations, such as chipping, skidding/forwarding and processing, must be completed either before deciduous sprouting occurs or within 30 calendar days of severing/cutting stem(s). If it is anticipated that these practices will be delayed, then merchantable material shall be carried to one central location or left within the Payment Unit. The Unit Manager or his/her representative may cease such operations if sprouting occurs before the operation is complete. Fixed and agreed upon liquidated damages will be assessed at the rate of \$250 per acre or each portion of an acre cut or damaged if the Purchaser reenters the Payment Unit to retrieve merchantable material after sprouting begins.

#### 5.2.4 - Dead and Down Creation

##### 5.2.4.4 - Dead and down creation, grouse (6/18)

To encourage grouse and other wildlife, in Payment Unit(s) 1, leave one, 10" diameter or largest available 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. Wood chips must not exceed a depth of 4" above the original grade.

#### 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 on skid trails or on gas well roads and pipelines 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.

## **8 - Performance and Settlement**

### 8.3 - Uncompleted or Terminated Contracts

#### 8.3.1 - Completion of contract, chipping (1/16)

In addition to cutting, all chipping must be completed by the contract expiration date. If chipping has not been completed, an extension fee or damages may be charged per General Condition & Requirement 7.2 and 8.3.



# TIMBER SALE MAP

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

Sale Number	Year
54 - 013	18

Forest Management Unit Atlanta Management Unit	County Montmorency	Mapped By Natzke	Date 07/18/2018	Page 1	of 1
Township 31N	Range 02E	Section(s) and Subdivision(s) Sec 26: W2NE, NWSE	Scale 1:7,920		

Cover Type				Density	
A = Aspen	H = Hemlock	N = Marsh	U = Upland Brush	0 = Non Stocked	5 = Pole Timber Medium
B = Paper Birch	J = Jack Pine	O = Oak	UM = Upland Mixed	1 = Seedling Sapling Poor	6 = Pole Timber Well
C = Cedar	L = Lowland Brush	P = Lowland Poplar	V = Bog or Marsh	2 = Seedling Sapling Medium	7 = Saw Timber Poor
D = Treed Bog	LM = Lowland Mixed	Q = Mixed Swamp Conifer	W = White Pine	3 = Seedling Sapling Well	8 = Saw Timber Medium
E = Swamp Hdwoods	M = Mpl, Bch, Brch	R = Red Pine	X = Non Stocked	4 = Pole Timber Poor	9 = Saw Timber Well
F = Spruce Fir	MC = Mixed Conifer	S = Black Spruce	Z = Water		
G = Grass	MD = Mixed Deciduous	T = Tamarack			

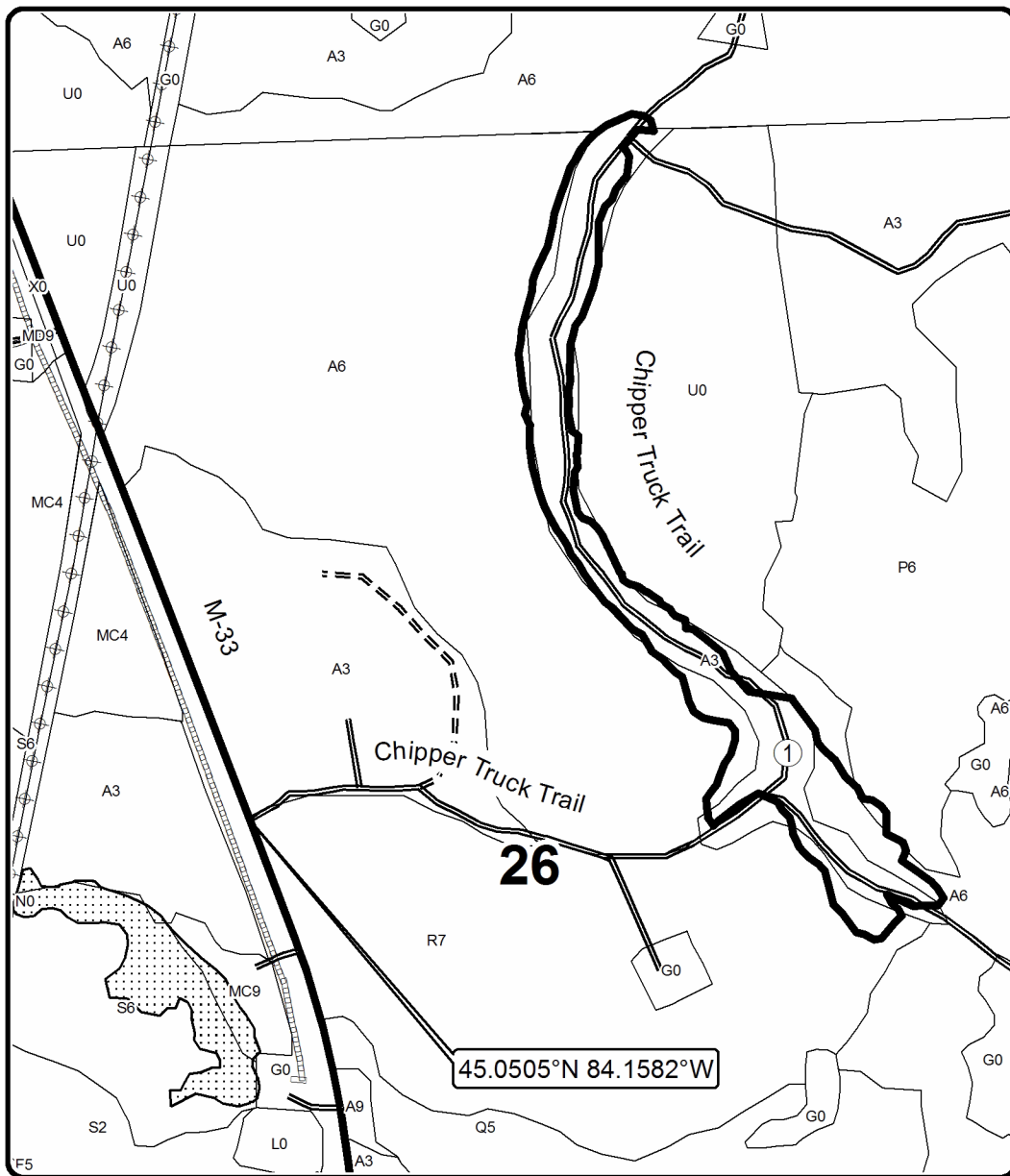
## Sidewinder Aspen

Compartment 47

15.4 Acres

PU Acres

1 15.4



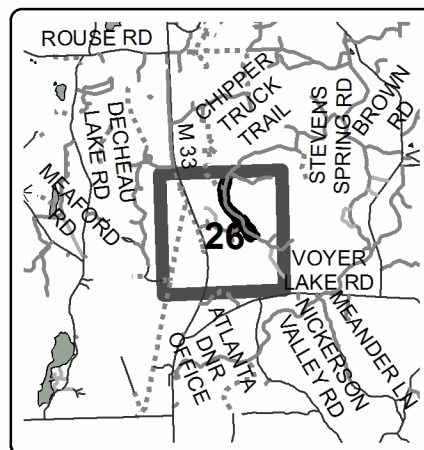
### Legend

- Sale Boundary (Red)
- Stand Boundaries
- Nearby Timber Sales
- Payment Unit
- Highway
- Gravel Road
- Poor Dirt Road
- Pipeline
- Powerline



Locator Map

1:100,000





Decheau And Meaford RD RP (54-004-18)  
T31N, R02E, SEC. 22; T31N, R02E, SEC. 23; T31N, R02E, SEC. 26; T31N, R02E,

In response to the notice of sale to be held 10:00 a.m. (local time) on December 4, 2018, 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.

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED VOLUME*</u>	<u>ADVERTISED PRICE</u>	<u>BID PRICE/UNIT</u>
<b>Sawtimber</b>			
BI/R/Hybrid Oak	2.30 MBF	\$ 123.00/MBF	\$ _____
Mixed Aspen	10.60 MBF	\$ 110.00/MBF	\$ _____
Red Maple	5.40 MBF	\$ 170.00/MBF	\$ _____
Red Oak	22.50 MBF	\$ 210.00/MBF	\$ _____
Red Pine	749.00 MBF	\$ 138.00/MBF	\$ _____
White Pine	73.00 MBF	\$ 126.00/MBF	\$ _____
White Spruce	6.80 MBF	\$ 84.00/MBF	\$ _____
<b>Pulpwood</b>			
Balsam Fir	118.00 Cords	\$ 47.55/Cord	\$ _____
Jack Pine	60.00 Cords	\$ 29.00/Cord	\$ _____
Mixed Aspen	494.00 Cords	\$ 30.40/Cord	\$ _____
Mixed Hardwood	128.00 Cords	\$ 23.70/Cord	\$ _____
Mixed Oak	138.00 Cords	\$ 23.95/Cord	\$ _____
Mixed Spruce	140.00 Cords	\$ 40.30/Cord	\$ _____
Red Pine	1,014.00 Cords	\$ 56.05/Cord	\$ _____
White Pine	314.00 Cords	\$ 63.70/Cord	\$ _____

\*The volumes are statistically estimated within plus (+) or minus (-) 10.58 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: \_\_\_\_\_

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

Individual or company representative's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Phone number : \_\_\_\_\_ Email (optional): \_\_\_\_\_

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



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

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

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

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

- This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.
- In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract.
- All information must be typed or printed except for written signatures.

Please Check Appropriate Categories:

1. My business is organized as (you **must** check one of the boxes below):
  - A.  Sole Proprietorship (individual)
  - B.  Partnership
  - C.  Corporation
2. You **must** check one of the boxes below:
  - A.  I certify my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.
  - B.  I certify my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).
  - C.  I certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty-one (21) days of the contract award.
3. If you have checked item 2(A) or 2(B), you **must** indicate the number of **both** full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0").

\_\_\_\_\_ Full-time Employees

\_\_\_\_\_ Part-time Employees

Name of Business		Federal ID (or) Social Security No.	
Address		Telephone (       )	
City	State	ZIP	

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

\_\_\_\_\_  
Signature of Owner or Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

Decheau And Meaford RD Aspen (54-003-18)  
T31N, R02E, SEC. 21; T31N, R02E, SEC. 22; T31N, R02E, SEC. 27; T31N, R02E,

In response to the notice of sale to be held 10:00 a.m. (local time) on December 4, 2018, 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.

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED VOLUME*</u>	<u>ADVERTISED PRICE</u>	<u>BID PRICE/UNIT</u>
<b>Sawtimber</b>			
Basswood	2.60 MBF	\$ 80.00/MBF	\$ _____
Mixed Aspen	45.80 MBF	\$ 116.00/MBF	\$ _____
Red Maple	31.50 MBF	\$ 179.00/MBF	\$ _____
Red Pine	79.30 MBF	\$ 146.00/MBF	\$ _____
White Pine	2.80 MBF	\$ 133.00/MBF	\$ _____
White Spruce	36.70 MBF	\$ 89.00/MBF	\$ _____
<b>Pulpwood</b>			
Balsam Fir	377.00 Cords	\$ 50.20/Cord	\$ _____
Jack Pine	25.00 Cords	\$ 30.60/Cord	\$ _____
Mixed Aspen	1,499.00 Cords	\$ 32.10/Cord	\$ _____
Mixed Hardwood	430.00 Cords	\$ 25.00/Cord	\$ _____
Mixed Oak	44.00 Cords	\$ 25.25/Cord	\$ _____
Mixed Spruce	224.00 Cords	\$ 42.55/Cord	\$ _____
N. White Cedar	13.00 Cords	\$ 40.45/Cord	\$ _____
Red Pine	65.00 Cords	\$ 59.15/Cord	\$ _____
White Pine	59.00 Cords	\$ 67.20/Cord	\$ _____

\*The volumes are statistically estimated within plus (+) or minus (-) 11.77 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: \_\_\_\_\_

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

Individual or company representative's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Phone number : \_\_\_\_\_ Email (optional): \_\_\_\_\_

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



<b>FOR DEPARTMENT USE ONLY</b>
Sale Number (XX - XXX - XX - XX)
Forest Management Unit:

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

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

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

- This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.
- In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract.
- All information must be typed or printed except for written signatures.

Please Check Appropriate Categories:

1. My business is organized as (you **must** check one of the boxes below):
  - A.  Sole Proprietorship (individual)
  - B.  Partnership
  - C.  Corporation
2. You **must** check one of the boxes below:
  - A.  I certify my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.
  - B.  I certify my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).
  - C.  I certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty-one (21) days of the contract award.
3. If you have checked item 2(A) or 2(B), you **must** indicate the number of **both** full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0").

\_\_\_\_\_ Full-time Employees

\_\_\_\_\_ Part-time Employees

Name of Business		Federal ID (or) Social Security No.	
Address		Telephone (        )	
City	State	ZIP	

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

\_\_\_\_\_  
Signature of Owner or Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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



Sidewinder Aspen (54-013-18)  
T31N, R02E, SEC. 26; Montmorency COUNTY

In response to the notice of sale to be held 10:00 a.m. (local time) on December 4, 2018, 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.

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED VOLUME*</u>	<u>ADVERTISED PRICE</u>	<u>BID PRICE/UNIT</u>
Pulpwood			
BI/R/Hybrid Oak	5.00 Cords	\$ 19.95/Cord	\$ _____
Mixed Aspen	159.00 Cords	\$ 25.35/Cord	\$ _____
Mixed Hardwood	6.00 Cords	\$ 19.75/Cord	\$ _____
Red Pine	6.00 Cords	\$ 46.70/Cord	\$ _____
White Pine	10.00 Cords	\$ 53.05/Cord	\$ _____

\*The volumes are statistically estimated within plus (+) or minus (-) 43.17 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: \_\_\_\_\_

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

Individual or company representative's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Phone number : \_\_\_\_\_ Email (optional): \_\_\_\_\_

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

