

# DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

#### **TIMBER SALE PROSPECTUS #6334**

SCHEDULED SALE DATE AND TIME: 10:00 a.m. (local time) on February 5, 2019. 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:

<u>JP On 33</u> (54-010-18) / T32N, R02E, SEC. 15, SWNW.

Montmorency County, Advertised Price \$2,016.30, 10.4 Acres, Jack Pine.

Behind Bermed Pine (54-024-18) / T32N, R03E, SEC. 32, SESE.

T32N, R03E, SEC. 33, SW,W1/2SE.

Montmorency County, Advertised Price \$23,451.30, 20.8 Acres, Red Pine, Aspen.

SALE NOTE: Bermed access to the sale area is located off of Deerfoot Rd. The berm will need to be re-established after the sale is completed.

Target Glitch Aspen (54-025-18) / T31N, R03E, SEC. 4, S1/2NW,SWNE.

T32N, R03E, SEC. 32, E1/2NE, E1/2SE.

T32N, R03E, SEC. 33, S1/2NW,S1/2SW,SE.

Montmorency County, Advertised Price \$178,754.85, 183.6 Acres, Aspen, Red Oak.

SALE NOTE: Oak wilt operating restrictions apply within this sale. Bermed access to the sale area is located off of Deerfoot Rd. Berm(s) will need to be re-established upon sale completion.

The Flood Begins Jack Pine (54-020-17) / T32N, R02E, SEC. 3, E1/2NW,NWNE,S1/2NE,N1/2SW. T32N, R02E, SEC. 3, N1/2SE.

Montmorency County, Advertised Price \$20,033.70, 84.2 Acres, Jack Pine, Red Pine.

SALE NOTE: Sale is dry, but located along the Tomahawk Creek Flooding. Some minor rolling topography. Sale must be chip harvested and stumps must be cut low. No harvesting from May 1st to August 15th due to Kirtland's Warbler nesting habitat.

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

#### BID INSTRUCTIONS (VER. 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 February 5, 2019. 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 (7/18)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DAN EICHINGER
Director

#### TIMBER SALE INFORMATION

# JP On 33 (54-010-18) T32N, R02E, SEC. 15. Montmorency County (Advertised Price \$2,016.30)

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\* ADVERTISED PRICE

Pulpwood

Jack Pine 94.00 Cords \$ 21.45 / Cord

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

- 1. A bond in the amount of \$101.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The remainder is due before cutting begins.
  - (c) Payment for each of the following units must be made before cutting begins in that unit:

PAYMENT UNIT NUMBER

PERCENT OF TOTAL SALE VALUE

01

100.0%

- 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	Pulpwood	94.0	Cords	10.4	\$2,016.30
	Jack Pine	Sawtimber	3.0	MBF		
	Jack Pine	Pulpwood	88.0	Cords		
		TOTAL:	94.0	Cords		

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 27.92 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.

#### Sale Specific Conditions & Requirements

Sale Name: JP On 33 Sale Number: 54-010-18 Seg#: 1

#### 1 - Sale Area

#### 1.2 - Boundaries

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

The sale boundary against state land is marked and identified by red paint, with the following exceptions: The west boundary is identified by the utility line cut, the south boundary is identified by South Entrance Road, and the east boundary is identified by M-33. The painted boundary line trees are Included Timber and designated for cutting.

#### 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.

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

Cut and remove all standing dead trees within 66 feet of the cleared portion of county and state roads. These trees must be scattered back into the sale area.

#### 2.2 - Utilization

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

Stump heights within the sale area shall not exceed 6 inches for all trees. This is in order to facilitate planting operations.

#### 4 - Transportation

#### 4.1 - Construction

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

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

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

No new roads will be permitted.

#### 5 - Operations

#### 5.1 - Notification

#### 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. Contact Presque Isle Electric & Gas Cooperative @ (800) 423-6634.

#### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

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

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

#### 5.2.2 - Hazard Trees/Snags

#### 5.2.2.1 - Den trees (10/16)

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

#### 5.2.3 - Operating Restrictions

#### 5.2.3.6 - 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 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, must be completed before sprouting of regeneration occurs. If it is anticipated that chipping will be delayed, then tops shall be carried to one central location or left unchipped. The Unit Manager or his/her representative may cease such operations if sprouting occurs before the operation is complete.

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

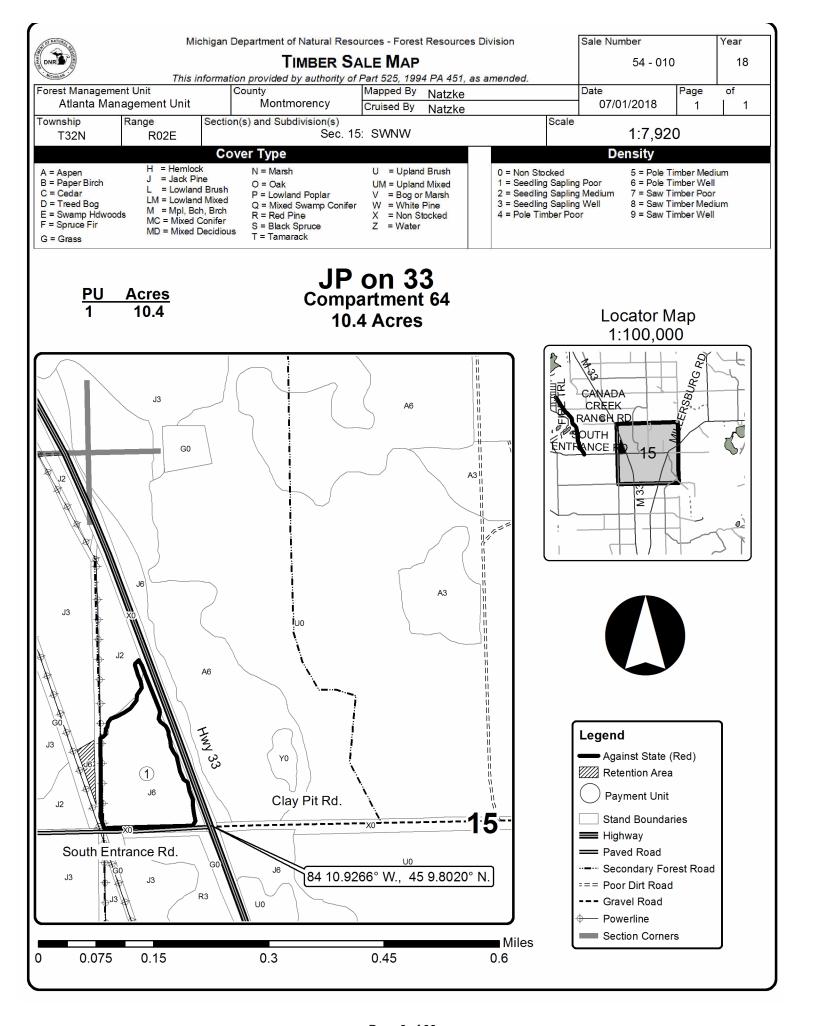
All decking and landing areas must have the surface area restored to a condition equal to or better than before. This is to ensure the proper regeneration of the stand. Wood debris, chips and "cookies" from trimmings must be removed or scattered away from landing and loading areas and may not be windrowed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

#### 5.4 - 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 of 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.

Section Name: Sale Specific Current as of 1/7/2019 10:12:27AM



#### TIMBER SALE INFORMATION

Behind Bermed Pine (54-024-18)
T32N, R03E, SEC. 32; T32N, R03E, SEC. 33.
Montmorency County (Advertised Price \$23,451.30)

SALE NOTE: Bermed access to the sale area is located off of Deerfoot Rd. The berm will need to be re-established after the sale is completed.

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

PRODUCTS & SPECIES	ESTIMATED UNITS*		ADV	ADVERTISED PRICE		
Sawtimber						
Red Pine	96.00 N	/IBF	\$	120.00 / MBF		
Pulpwood						
Quaking Aspen	7.00	Cords	\$	25.90 / Cord		
Red Pine	250.00 C	Cords	\$	47.00 / Cord		

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 26.32 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 \$1,173.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
  - (c) Payment for each of the following units must be made before cutting begins in that unit:

    PAYMENT UNIT NUMBER

    PERCENT OF TOTAL SALE VALUE

01 38.5%

02 61.5%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 12/31/2021.

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Red Pine	Sawtimber	36.9	MBF	8.0	\$9,017.70
	Quaking Aspen	Pulpwood	3.0	Cords		
	Red Pine		96.0	Cords		
2	Red Pine	Sawtimber	59.1	MBF	12.8	\$14,433.60
	Quaking Aspen	Pulpwood	4.0	Cords		
	Red Pine		154.0	Cords		
		TOTAL:	96.0	MBF		
		TOTAL:	257.0	Cords		

#### Sale Specific Conditions & Requirements

Sale Name: Behind Bermed Pine Sale Number: 54-024-18 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 red paint. 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

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

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

#### 2.2 - Utilization

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

Skidding of unlimbed tops is not permissible within Payment Units 1 and 2. Limbed cabin logs and limbed utility poles may be skidded at final product lengths.

#### 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.

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.

#### 3.6 - Payment Unit Cutting Schedule

#### 3.6.2 - One active unit (12/08)

Each Payment Unit must be completed to the satisfaction of the Unit Manager or his/her representative before the next unit may be opened. The Purchaser must give a one week notice before finishing a unit to allow for inspection.

#### 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.

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

Bermed roads or overgrown roads that are reopened to reach the sale area must be blocked to vehicle traffic upon completion of the sale. 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. All stumps from road building and landing construction must be reserved to block any newly constructed roads upon completion of the sale. These stumps must be scattered along the road system to prohibit vehicular movement. Temporary berms may be required if no sale activity occurs for 30 or more consecutive days. Contact the sale administrator for specific details of design and placement.

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

No new roads will be permitted in Payment Units 1 and 2. All operations are limited to existing roads. Skid trails only will be allowed.

#### 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.

#### 5.1.4 - 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

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

Within Payment Unit(s) 1 and 2, unless changed by written agreement, cutting and skidding are not permitted during the period of April 1 to June 30. 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.

#### 5.2.32 - 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, earthen mounds, 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.

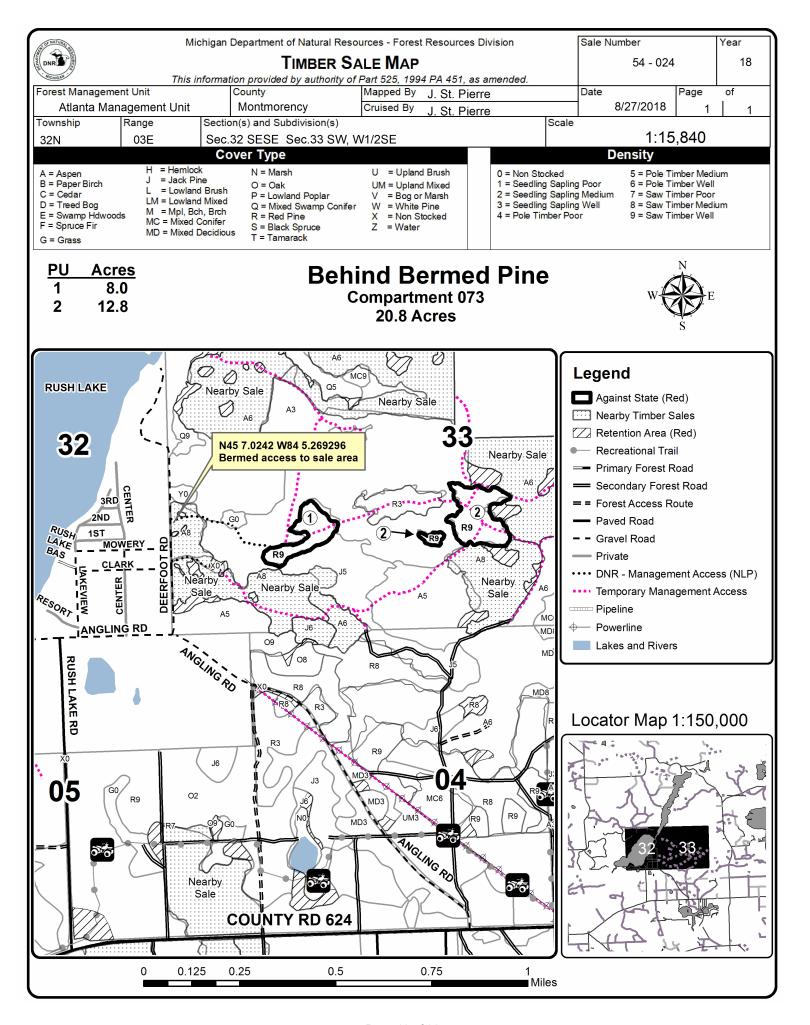
#### 6 - Safety and Fire Prevention

#### 6.2 - Signing

#### 6.2.1 - Road posting (9/09)

The Purchaser is responsible for posting and maintaining caution signs on haul routes 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 12/28/2018 8:17:52AM



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#### TIMBER SALE INFORMATION

#### Target Glitch Aspen (54-025-18)

T31N, R03E, SEC. 4; T32N, R03E, SEC. 32; T32N, R03E, SEC. 33.

Montmorency County (Advertised Price \$178,754.85)

SALE NOTE: Oak wilt operating restrictions apply within this sale. Bermed access to the sale area is located off of Deerfoot Rd. Berm(s) will need to be re-established upon sale completion.

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

PRODUCTS & SPECIES	ESTIMATED UNITS*		<u>ADV</u>	ERTISED PRICE
Sawtimber				
Mixed Aspen	389.30	MBF	\$	92.00 / MBF
Red Maple	50.70	MBF	\$	141.00 / MBF
Red Oak	258.20	MBF	\$	176.00 / MBF
Red Pine	1.00	MBF	\$	120.00 / MBF
Pulpwood				
Balsam Fir	3.00	Cords	\$	37.50 / Cord
Jack Pine	54.00	Cords	\$	24.75 / Cord
Mixed Aspen	1,852.00	Cords	\$	25.90 / Cord
Mixed Hardwood	978.00	Cords	\$	20.60 / Cord
Paper Birch	7.00	Cords	\$	23.65 / Cord
Red Oak	723.00	Cords	\$	19.90 / Cord
Red Pine	7.00	Cords	\$	47.00 / Cord
White Pine	150.00	Cords	\$	38.55 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 9.73 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 \$8,938.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
  - (c) Payment for each of the following units must be made before cutting begins in that unit:

PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
01	15.1%
02	18.4%
03	19.1%
04	0.6%
05	31.5%
06	15.3%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 12/31/2021.

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Mixed Aspen	Sawtimber	51.8	MBF	31.9	\$26,927.65
	B. T. Aspen		51.8	MBF		
	Red Maple		10.1	MBF		
	Red Oak		30.9	MBF		
	Mixed Aspen	Pulpwood	273.0	Cords		
	B. T. Aspen		261.0	Cords		
	Quaking Aspen		12.0	Cords		
	Mixed Hardwood		226.0	Cords		
	Red Maple		226.0	Cords		
	Paper Birch	0 ( , )	7.0	Cords		
	Paper Birch	Sawtimber	1.9	MBF		
	Paper Birch	Pulpwood	3.0	Cords		
	Red Oak White Pine		117.0 28.0	Cords		
	White Pine	Sawtimber	20.0 1.0	Cords MBF		
	White Pine	Pulpwood	26.0	Cords		
2		•	58.5	MBF	36.4	#22 D2E 20
2	Mixed Aspen <i>B. T. Aspen</i>	Sawtimber	56.9	MBF	30.4	\$32,935.30
	Quaking Aspen		1.6	MBF		
	Red Maple		5.9	MBF		
	Red Oak		37.3	MBF		
	Mixed Aspen	Pulpwood	37.3	Cords		
	B. T. Aspen	i dipwood	326.0	Cords		
	Quaking Aspen		45.0	Cords		
	Mixed Hardwood		229.0	Cords		
	Sugar Maple	Sawtimber	1.8	MBF		
	Red Maple	Pulpwood	215.0	Cords		
	Sugar Maple		10.0	Cords		
	Red Oak		169.0	Cords		
	White Pine		64.0	Cords		
	White Pine	Sawtimber	1.6	MBF		
	White Pine	Pulpwood	61.0	Cords		
3	Mixed Aspen	Sawtimber	103.8	MBF	39.0	\$34,102.05
	B. T. Aspen		58.0	MBF		
	Quaking Aspen		45.8	MBF		
	Red Maple		2.7	MBF		
	Red Oak		2.6	MBF		
	Red Pine		24.6	MBF		
	Balsam Fir	Pulpwood	3.0	Cords		
	Jack Pine		13.0	Cords		
	Mixed Aspen		612.0	Cords		
	B. T. Aspen		249.0	Cords		
	Quaking Aspen		363.0	Cords		
	Mixed Hardwood		110.0	Cords		
	Red Maple		110.0	Cords		
	Red Oak		19.0	Cords		
	Red Pine		39.0	Cords		
4	Jack Pine	Pulpwood	41.0	Cords	4.0	\$1,014.75
5	Mixed Aspen	Sawtimber	119.8	MBF	50.8	\$60,738.65
	B. T. Aspen		107.2	MBF		
	Quaking Aspen		12.6	MBF		
	Red Maple		23.8	MBF		
	Red Oak		120.6	MBF		
	Mixed Aspen	Pulpwood	442.0	Cords		
	B. T. Aspen		382.0	Cords		
	Quaking Aspen		60.0	Cords		

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
5 con't	Mixed Hardwood	Pulpwood	271.0	Cords		
	Red Maple		271.0	Cords		
	Red Oak		324.0	Cords		
	White Pine		43.0	Cords		
	White Pine	Sawtimber	4.2	MBF		
	White Pine	Pulpwood	35.0	Cords		
6	Mixed Aspen	Sawtimber	55.4	MBF	21.5	\$27,372.45
	B. T. Aspen		42.8	MBF		
	Quaking Aspen		12.6	MBF		
	Red Maple		8.2	MBF		
	Red Oak		66.8	MBF		
	Mixed Aspen	Pulpwood	154.0	Cords		
	B. T. Aspen		89.0	Cords		
	Quaking Aspen		65.0	Cords		
	Mixed Hardwood		142.0	Cords		
	Red Maple		142.0	Cords		
	Red Oak		94.0	Cords		
	White Pine		15.0	Cords		
	White Pine	Sawtimber	3.0	MBF		
	White Pine	Pulpwood	9.0	Cords		
		TOTAL:	722.8	MBF		
_		TOTAL:	3,806.0	Cords		

#### Sale Specific Conditions & Requirements

Sale Name: Target Glitch Aspen Sale Number: 54-025-18 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 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 Retention Islands are marked with red painted X's. Interior Payment Unit boundaries are marked with yellow paint. The red, blue, and red with yellow painted boundary line trees are not Included Timber and are to be protected. Yellow painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1 - 6, cut all trees that are two (2) inches or more at DBH, with the following exceptions:

- Within Payment Units 1, 4, & 5, do not cut red pine and white pine.
- Within Payment Unit 2, do not cut white pine trees that are 18 inches or more at DBH, or any red pine.
- Within Payment Unit 3, do not cut white pine, white oak, and trees marked with green paint.
- Within Payment Unit 6, do not cut red pine, white pine, and trees marked with green paint.

Special protection trees identified in accordance with condition 3.4.2, within clearcutting unit boundaries, are not Included Timber and are to be protected.

#### 2.2 - Utilization

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

Tree-Length skidding during snow-off/ground unfrozen conditions is required within Payment Unit 4. Tree-Length skidding will help promote soil scarification and conifer cone dispersal.

#### 3 - Payments

#### 3.3 - Pre-measured Sales

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

Payment Unit(s) 1, 2, 3, 5, and 6 may be divided at the request of the Purchaser and upon approval of the Unit Manager. Dividing Payment Units is a contract modification which requires a Timber Sale Contract Supplement. There will be only one division per Payment Unit.

#### 3.4 - Damaged Timber

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

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured. In addition, extreme care should be taken to avoid damage to white pine seedlings and saplings in Payment Units 1, 2, 3, 5, and 6.

Within Payment Units 1, 2, 3, 5, and 6, if more than 25% of white pine seedlings or saplings (1/4" to 4.5" DBH) within a specified portion of these units 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 and designated retention areas. 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.

#### 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 all "legacy" trees and all trees marked with green paint. Legacy trees are defined by the following characteristics (26" DBH or greater, fire scars, broken tops/crowns, etc). If the Purchaser's operations have cut or damaged special protection trees through carelessness, the Purchaser shall pay \$100.00 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.

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

Bermed roads that are re-opened to reach the sale area must be blocked to vehicle traffic upon completion of the sale. Some existing roads may also need to be closed per the Unit Manager or his/her representative. 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. All stumps from road building and landing construction must be reserved to block any newly re-opened roads upon completion of the sale. These stumps must be scattered along the road system to prohibit vehicular movement. Temporary berms may be required if no sale activity occurs for 30 or more consecutive days. Contact the sale administrator for specific details of design and placement.

#### 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. The Unit Manager or his/her representative must approve the type of fill material used prior to placement. In general, suitable fill material includes clean cobble and/or crushed rock.

#### 5 - Operations

#### 5.1 - Notification

#### 5.1.1 - Pre-sale conference (10/16)

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

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

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

#### 5.2 - Conduct of Operations

#### 5.2.2 - 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 Units 1 - 6, 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)

Any post harvest operations, such as chipping, must be completed before sprouting of regeneration occurs. If it is anticipated that chipping will be delayed more than 30 days from severing of the stem(s), then tops shall be carried to one central location or left unchipped. The Unit Manager or his/her representative may cease such operations if sprouting occurs before the operation is complete.

#### 5.2.4 - Dead and Down Creation

#### 5.2.4.2 - Dead and down creation, hare and grouse (1/14)

species. Contact the sale administrator for specific details of design and placement.

To improve habitat for snowshoe hare, grouse, and other species, the Purchaser is to leave a linear (not round) brush pile composed of at least six (6) of the largest available tops on the ground for every 1 - 2 acres within Payment Units 1 and 2. Focus most of these linear brush piles along swamp edges in Payment Units 1 and 2. Evenly scatter the remaining brush piles throughout Payment Units 1 and 2. These brush piles can be constructed from the tops of any available tree

#### 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 or maple. Using aspen trees is acceptable when oak or maple isn't available. These will be evenly scattered throughout the unit.

#### 5.2.22 - Operating Caution

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

It is recommended, but not required, that within Payment Unit(s) 3, cutting and skidding occur during dry summer or frozen winter conditions. The reason for the recommendation is because central and eastern areas of Payment Unit 3 appear to hold water during seasonal precipitation events.

#### 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, earthen mounds, 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)

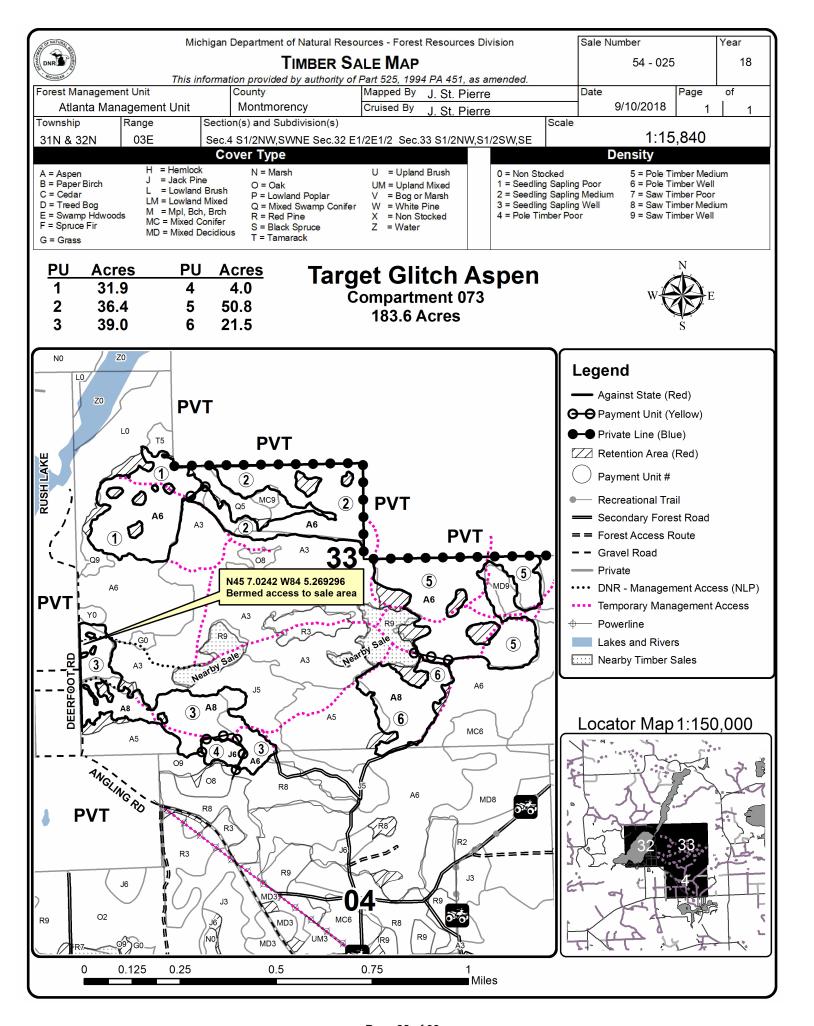
All trees with raptor nests will be protected if found during harvesting operations. Notification will be made to the Unit Manager or his/her representative who will notify the Wildlife Biologist so an on-site evaluation and recommendation can be made, if necessary.

#### 6 - Safety and Fire Prevention

#### 6.2.1 - Road posting (9/09)

The Purchaser is responsible for posting and maintaining caution signs on haul routes 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 12/27/2018 3:35:34PM



#### TIMBER SALE INFORMATION

# The Flood Begins Jack Pine (54-020-17) T32N, R02E, SEC. 3.

Montmorency County (Advertised Price \$20,033.70)

SALE NOTE: Sale is dry, but located along the Tomahawk Creek Flooding. Some minor rolling topography. Sale must be chip harvested and stumps must be cut low. No harvesting from May 1st to August 15th due to Kirtland's Warbler nesting habitat.

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:

ADVERTISED PRICE		
ИBF		
ИВF		
Cord		

<sup>\*</sup> 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 \$1,002.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
  - (c) Payment for each of the following units must be made before cutting begins in that unit:

· · · · ·	
PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
01	19.3%
02	20.1%
03	60.6%

- 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	10.0	MBF	23.7	\$3,859.55
	Red Pine		0.4	MBF		
	Bl/R/Hybrid Oak	Pulpwood	33.0	Cords		
	Jack Pine		202.0	Cords		
	Red Pine		3.0	Cords		
	White Pine		2.0	Cords		
2	Jack Pine	Sawtimber	4.3	MBF	27.2	\$4,031.20
	Red Pine		2.6	MBF		
	BI/R/Hybrid Oak	Pulpwood	14.0	Cords		
	Jack Pine		224.0	Cords		
	Red Pine		8.0	Cords		
3	Jack Pine	Sawtimber	9.7	MBF	33.3	\$12,142.95
	Red Pine		41.8	MBF		
	BI/R/Hybrid Oak	Pulpwood	10.0	Cords		
	Jack Pine		307.0	Cords		
	Red Pine		148.0	Cords		
		TOTAL:	68.8	MBF		
		TOTAL:	951.0	Cords		

#### Sale Specific Conditions & Requirements

Sale Name: The Flood Begins Jack Pine Sale Number: 54-020-17 Seq#: 2

#### 1 - Sale Area

#### 1.2 - Boundaries

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

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

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

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

#### 2.2 - Utilization

#### 2.2.2 - Chipping required (5/14)

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

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

Stump heights within the Sale Area shall not exceed 6 inches for all trees. This is in order to facilitate planting operations.

#### 2.2.11 - Chipping restriction (9/14)

If chipping occurs on this sale, then no woody debris present on the ground at the start of the sale may be chipped.

#### 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.

#### 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.

#### 4.1.4 - Timber removed for construction (12/09)

Trees cut or damaged in the process of pre-approved road, landing or skid trail construction 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.

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

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

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

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth. These roads must be rendered impassable to cars and trucks. All stumps from road building and landing construction must be reserved to block any newly constructed roads upon completion of the sale. Contact the sale administrator for specific details of design and placement.

#### 4.2 - Maintenance

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

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

#### 5 - Operations

#### 5.1 - Notification

#### 5.1.1 - Pre-sale conference (10/16)

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

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

A post-sale conference on site between the Purchaser and sale administrator is required 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

#### 5.2.1.8 - Slash height (12/08)

No slash or tree tops remaining on the sale may exceed 24 inches in height.

#### 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

#### 5.2.3.6 - 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.

#### 5.2.29 - Shrub protection (9/07)

Do not cut or damage hawthorn, witch-hazel, dogwood or juneberry. These woody-shrub plants are highly beneficial to various wildlife species.

#### 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.

#### 5.2.39 - ORV trail/route protection (12/12)

The Atlanta ORV route is shown on the Timber Sale Map. Do not cut trees or damage posts with orange ORV markers. If any trees along the trail need to be cut, 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.

#### 5.2.40 - Pathway protection (10/10)

The High Country Pathway is a hiking/biking trail and is shown on the Timber Sale Map. Do not cut trees or damage posts with blue pathway markers. Maintain a 10-foot wide slash, debris, and rut free zone daily, using the pathway as the centerline. Do not run equipment down the pathway, other than on coincident roads.

#### 5.2.41 - Snowmobile trail protection (9/11)

The Atlanta Route is a snowmobile trail and is shown on the Timber Sale Map. Do not cut or damage posts with orange trail markers or traffic control signs. If the trail is used, it must be maintained and restored to a condition equal to or better than before the sale. The road maintenance/restoration must be done prior to December 1. If the trail is used for hauling, it must be graded to the satisfaction of the Unit Manager or his/her representative prior to December 1st. If the trail road is to be used for hauling during the snowmobile season, then a snow covered base must be left on the trail. Maintain a 20 foot wide slash, debris, and rut free zone daily using the snowmobile trail as the centerline.

#### 5.3 - Stream Protection

#### 5.3.1 - Operating near stream (7/04)

No tracked or wheeled vehicles shall be operated within 100 feet of Tomahawk Creek or the flooding. The red painted boundary will serve as the 100 foot buffer.

#### 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

#### 5.8.2 - Kirtland's warbler (2) (10/12)

This sale is adjacent to a young jack pine stand which is being used by an endangered species (Kirtland's Warbler). Due to the close proximity to occupied Kirtland's Warbler habitat, all operations are confined to August 16 through May 1 for this sale. Absolutely no operations will be allowed the remainder of the year.

#### 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 all forest roads utilized 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 Route trail and High Country Pathway 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.

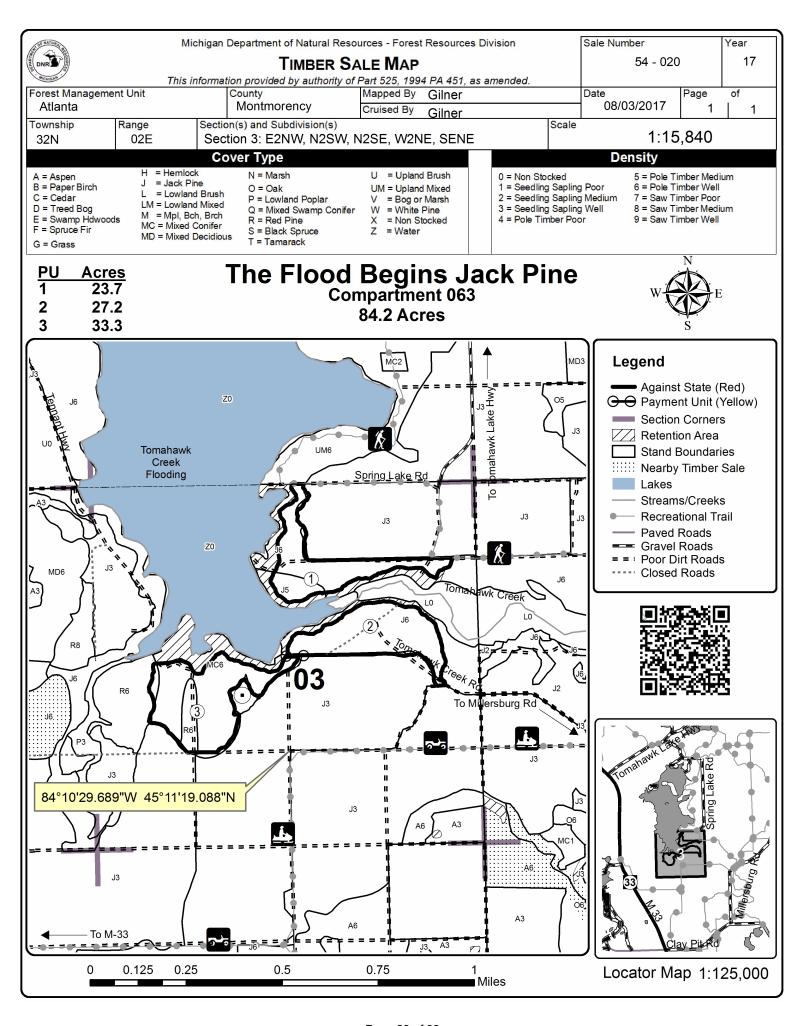
#### 8 - Performance and Settlement

#### 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.

Section Name: Sale Specific Current as of 7/18/2018 4:02:29PM



# TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

#### BID FORM

## ATLANTA MANAGEMENT UNIT ATLANTA OFFICE

#### <u>JP On 33 (54-010-18)</u>

T32N, R02E, SEC. 15; Montmorency COUNTY

	ESTIMATED VOLUME*	<u>AL</u>	VERTISED PRICE	BID PRICE/UNIT
owood Jack Pine	94.00 Cords	\$	21.45/Cord	\$
		·		·
_	stimated within plus (+) or minus (-) 2 ders are urged to examine this timbe	•		
cted. I also understand that	may be rejected. All bids must be s consideration and awarding a contra nent and staffing subject to my contr	act will be b		
FEDERAL ID:	or SOCIAL SE	ECURITY N	IUMBER:	
Company or individu	al bidding:			
Company representa	ative's name:			
Address:				
City:	State:	Zip:		
VAILABLE, PLEASE PLAC	E THE PERSONALIZED LABEL FR	OM YOUR	PROSPECTUS IN TI	HE ABOVE BOX.
vidual or company represen	tative's signature:			Date:
ne number :	Ema	il (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

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

1. My business is organized as (you **must** check one of the boxes below):

A. 

Sole Proprietorship (individual)

# 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:

	B.  Partnership		
	C. Corporation		
2.	<ol><li>You must check one of the boxes below:</li></ol>		
	<ul> <li>A.          I certify my business is a sole proprietorship and it ha Worker's Compensation Laws.     </li> </ul>	s no employees but the sole proprietor. I am not subject to the	
		Worker's Compensation Act through the use of an approved Notice of y of the Notice of Exclusion within 21 days of the contract award. (For Worker's Compensation Bureau at 517-322-1195).	
	C.   I certify my business has a Worker's Compensation F one (21) days of the contract award.	Policy. I will provide an original Certificate of Insurance within twenty-	
3.	<ol> <li>If you have checked item 2(A) or 2(B), you must including family members and active page.</li> </ol>	licate the number of <b>both</b> full-time and part-time employees, oth artners (if none, you must enter "0").	ıer
	Full-time Employees	Part-time Employees	
Nam	Name of Business	Federal ID (or) Social Security No.	
۸۸۸	Address	Telephone	
-\uu	-uui 633	( )	
City	City State	ZIP	
<b>.</b> ,	Cuit		
in fa	I hereby certify that the above information is true and correin factors affecting my coverage during any of my present  Signature of Owner or Authorized Representative	ect. I agree to notify the Michigan DNR of any changes that occu and future operations.	r
T	Title	Date	

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

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

#### BID FORM

ATLANTA MANAGEMENT UNIT
ATLANTA OFFICE

#### Behind Bermed Pine (54-024-18)

T32N, R03E, SEC. 32; T32N, R03E, SEC. 33; Montmorency COUNTY

In response to the notice of sale to be held 10:00 a.m. (local time) on February 5, 2019, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	<u>ESTIMATED</u>	VOLUME*	<u>AD</u>	VERTISED PRICE	BID PRICE/UNIT
Sawtimber Red Pine	96.00	MBF	\$	120.00/MBF	\$
Pulpwood					
Quaking Aspen	7.00	Cords	\$	25.90/Cord	\$
Red Pine	250.00	Cords	\$	47.00/Cord	\$
*The volumes are statistically es	timated within plue (+	\ or minus ( \ 2	6 22 norso	ent. Those estimated	volumos ara final and r

\*The volumes are statistically estimated within plus (+) or minus (-) 26.32 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	JRITY NUMBER:		
	Company or individual bidding:				
	Company representative's name:				
	Address:				
	City:	State:	Zip:		
IF AVAIL	ABLE, PLEASE PLACE THE PERSO	NALIZED LABEL FROM	I YOUR PROSPECTUS IN T	THE ABOVE BOX.	
Individual	or company representative's signature	re:		Date:	_
Phone nu	imber:	Email (d	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

Signature of Owner or Authorized Representative

Title

	Part 5 of Act 451 of 1994, as	, ,		
VE	RIFICATION OF WORKER'S DISABILIT	Y COMPENSATI	ON ACT COMPLIANC	E
•	This verification must be completed and sale contract.	submitted within 2	1 days of contract awar	d and prior to the issuance of the timber
•	In addition, if boxes 2B or 2C are checked twenty-one (21) days of the contract awar			
•	All Information must be typed or printed e	except for written s	signatures.	
Ple	ease Check Appropriate Categories:			
1.	My business is organized as (you <b>must</b> A. ☐ Sole Proprietorship (individual) B. ☐ Partnership C. ☐ Corporation	check <u>one</u> of the l	boxes below):	
2.	You <b>must</b> check <u>one</u> of the boxes below  A. ☐ I certify my business is a sole proprietor Worker's Compensation Laws.  B. ☐ I certify my business has satisfied its of Exclusion (BWC-337, Rev. 5/96). I will questions or a copy of the BWC-337, I  C. ☐ I certify my business has a Worker's Conne (21) days of the contract award.	orship and it has no bligation to the Worll Il provide a copy of to please call the Worl	rker's Compensation Act t the Notice of Exclusion wit ker's Compensation Burea	hrough the use of an approved Notice of thin 21 days of the contract award. (For au at 517-322-1195).
3.	If you have checked item 2(A) or 2(B), than yourself, including family members			
	Full-time Em	nployees		Part-time Employees
Nam	ne of Business		Federal ID (or) Social Secu	rity No.
Add	ress		Telephone ( )	
City		State	ZIP	
	ereby certify that the above information is actors affecting my coverage during any c			chigan DNR of any changes that occur

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

Date

#### **BID FORM**

ATLANTA MANAGEMENT UNIT
ATLANTA OFFICE

#### Target Glitch Aspen (54-025-18)

T31N, R03E, SEC. 4; T32N, R03E, SEC. 32; T32N, R03E, SEC. 33; Montmorency

In response to the notice of sale to be held 10:00 a.m. (local time) on February 5, 2019, 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 \	/OLUME*	<u>AD</u>	VERTISED PRICE	BID PRICE/UNIT
Mixed Aspen	389.30	MBF	\$	92.00/MBF	\$
Red Maple		MBF	\$	141.00/MBF	\$
Red Oak	258.20	MBF	\$	176.00/MBF	\$
Red Pine	1.00	MBF	\$	120.00/MBF	\$
Pulpwood					
Balsam Fir	3.00	Cords	\$	37.50/Cord	\$
Jack Pine	54.00	Cords	\$	24.75/Cord	\$
Mixed Aspen	1,852.00	Cords	\$	25.90/Cord	\$
Mixed Hardwood	978.00	Cords	\$	20.60/Cord	\$
Paper Birch	7.00	Cords	\$	23.65/Cord	\$
Red Oak	723.00	Cords	\$	19.90/Cord	\$
Red Pine	7.00	Cords	\$	47.00/Cord	\$
White Pine	150.00	Cords	\$	38.55/Cord	\$

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 9.73 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 SEC	JRITY NUMBER:		
	Company or individual bidding:				
	Company representative's name:				
	Address:				
	City:	State:	Zip:		
F AVAILA	ABLE, PLEASE PLACE THE PERSO	NALIZED LABEL FROM	I YOUR PROSPECTUS IN T	THE ABOVE BOX.	
ndividual	or company representative's signatu	re:		Date:	_
hone nu	mber :	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



C. 

Corporation

Title

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

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

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

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

# VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract. In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract. All Information must be typed or printed except for written signatures. Please Check Appropriate Categories: My business is organized as (you must check one of the boxes below): A. □ Sole Proprietorship (individual) B. □ Partnership

You must check one of the boxes below:
 I certify my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.

B. 
I certify my business has satisfied its o bligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).

C. 

I certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty-one (21) days of the contract award.

3. If you have checked item 2(A) or 2(B), you **must** indicate the number of **both** full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0").

Full-time En	npioyees	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	

Date

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

TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

#### **BID FORM**

ATLANTA MANAGEMENT UNIT
ATLANTA OFFICE

### The Flood Begins Jack Pine (54-020-17) T32N, R02E, SEC. 3; Montmorency COUNTY

In response to the notice of sale to be held 10:00 a.m. (local time) on February 5, 2019, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	<b>ESTIMATED</b>	<b>ESTIMATED VOLUME*</b>		/ERTISED PRICE	<b>BID PRICE/UNIT</b>	
Sawtimber						
Jack Pine	24.00	MBF	\$	29.00/MBF	\$	
Red Pine	44.80	MBF	\$	72.00/MBF	\$	
Pulpwood						
BI/R/Hybrid Oak	57.00	Cords	\$	11.95/Cord	\$	
Jack Pine	733.00	Cords	\$	14.85/Cord	\$	
Red Pine	159.00	Cords	\$	28.20/Cord	\$	
White Pine	2.00	Cords	\$	31.05/Cord	\$	

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

FEDERAL ID: \_\_\_\_\_ or SOCIAL SECURITY NUMBER: \_\_\_\_\_\_\_

	Company or individual bid	ding:					
	Company representative's name:						
	Address:						
	City:	State:	Zip:				
F AVAIL	ABLE, PLEASE PLACE TH	E PERSONALIZED LABEL	FROM YOUR PROS	SPECTUS IN THE ABOVE BOX.			
ndividual	or company representative	Date:					
Phone nu	ımber :	Е	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

<sup>\*</sup>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.



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

# 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
	triantic and (24) days of the contract around and prior to the increase of the timber cale 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. Please Check Appropriate Categories: 1. My business is organized as (you **must** check <u>one</u> of the boxes below): A. 

Sole Proprietorship (individual) B. 

Partnership C. 

Corporation You must check one of the boxes below: A.  $\square$  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. \( \Backslash \) I certify my business has satisfied its o bligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195). C. I certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twentyone (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 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

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