

DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

TIMBER SALE PROSPECTUS #5827

SCHEDULED SALE DATE AND TIME: 9:00 a.m. (local time) on February 2, 2017. LOCATION: BARAGA MGMT UNIT, 427 US 41 NORTH, BARAGA, MI 49908.

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

Where's Walters MWR (11-004-16)

Baraga County, Advertised Price \$192,693.60, 274.6 Acres, Hardwood, Spruce/Fir/Tamarack.

SALE NOTE: Sale includes a Mike Walters research project area, the research area has a specified time frame in which it must be cut. See cutting specs for details.

Access may be through private land.

Schlatters Lake Aspen (11-018-16)

Keweenaw County, Advertised Price \$21,370.40, 156.4 Acres, Aspen, Hardwood.

SALE NOTE: Sale is at the point of Keweenaw peninsula, no operations December 1st - March 31st due to snowmobile trail.

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

BG GNA (11-800-16)

Houghton County, Advertised Price \$135,336.35, 191.5 Acres, Aspen, Red Pine.

SALE NOTE: This is a Good Neighbor Authority (GNA) timber sale on national forest land. This timber sale was set-up and is being advertised by the Michigan DNR for the US Forest Service. The contract will be awarded and administered by the Michigan DNR. Note the additional Sale Specific Conditions & Requirements containing the acronym 'GNA'.

Notice: This sale was cruised using the VBAR method.

Access may be through other public land.

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

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

Bids must be received by the Unit Manager, BARAGA OFFICE, 427 US 41 NORTH, BARAGA, MI 49908, no later than 9:00 a.m. (local time) on February 2, 2017. For further information concerning this sale, contact Brad Carlson at 906-353-6651.

2. Bidder's Qualifications (5/16)

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

3. Preparation of Sealed Bids (5/16)

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

4. Submission of Sealed Bids (5/16)

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

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

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

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

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

6. Award of Contract (1/11)

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

7. Down Payment (1/11)

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

8. Performance Security (1/11)

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

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

9. Timber Sale Contract (9/14)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

KEITH CREAGH Director

TIMBER SALE INFORMATION

Where's Walters MWR (11-004-16)

Baraga County (Advertised Price \$192,693.60)

SALE NOTE: Sale includes a Mike Walters research project area, the research area has a specified time frame in which it must be cut. See cutting specs for details.

Access may be through private land.

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

PRODUCTS & SPECIES	ESTIMATED UNITS*		<u>ADV</u>	ERTISED PRICE
Sawtimber				
Black Cherry	49.80	MBF	\$	184.00 / MBF
Paper Birch	1.00	MBF	\$	58.00 / MBF
Red Maple	48.10	MBF	\$	254.00 / MBF
Sugar Maple	147.20	MBF	\$	416.00 / MBF
Yellow Birch	13.40	MBF	\$	148.00 / MBF
Pulpwood				
Balsam Fir	513.00	Cords	\$	16.25 / Cord
Mixed Hardwood	3,729.00	Cords	\$	22.10 / Cord
Mixed Spruce	804.00	Cords	\$	18.10 / Cord
Paper Birch	90.00	Cords	\$	21.10 / Cord
Quaking Aspen	25.00	Cords	\$	20.40 / Cord
Red Pine	9.00	Cords	\$	36.45 / Cord

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

BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of \$27,000.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
 - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
 - (b) The 10% down payment will be credited towards the first unit cut.
- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2019.

Description of Timber by Payment Unit (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Black Cherry	Sawtimber	0.7	MBF	15.5	\$7,639.75
	Red Maple		3.7	MBF		
	Sugar Maple		1.5	MBF		
	Balsam Fir	Pulpwood	85.0	Cords		
	Mixed Hardwood		137.0	Cords		
	Black Cherry		21.0	Cords		
	Red Maple		57.0	Cords		
	Sugar Maple		42.0	Cords		
	Yellow Birch		17.0	Cords		
	Mixed Spruce		53.0	Cords		
	Black Spruce		6.0	Cords		
	White Spruce		47.0	Cords		
	Paper Birch		11.0	Cords		
	Quaking Aspen		17.0	Cords		
2	Black Cherry	Sawtimber	0.8	MBF	29.7	\$29,157.05
_	Red Maple		9.0	MBF		, , , , , , , , , , , , , , , , , , ,
	Sugar Maple		33.4	MBF		
	Yellow Birch		4.7	MBF		
	Balsam Fir	Pulpwood	28.0	Cords		
	Mixed Hardwood		490.0	Cords		
	Black Cherry		18.0	Cords		
	Red Maple		147.0	Cords		
	Sugar Maple		284.0	Cords		
	Yellow Birch		41.0	Cords		
ı	Mixed Spruce		23.0	Cords		
	Black Spruce		10.0	Cords		
	White Spruce		13.0	Cords		
	Paper Birch		5.0	Cords		
	Red Pine		9.0	Cords		
3	Red Maple	Sawtimber	0.8	MBF	11.9	\$14,234.10
3	Sugar Maple	Sawtiiribei	23.6	MBF	11.8	φ14,234.10
	Balsam Fir	Pulpwood	24.0	Cords		
	Mixed Hardwood	Pulpwood	173.0	Cords		
	Black Cherry		9.0	Cords		
	Red Maple		9.0 4.0	Cords		
	Sugar Maple		160.0	Cords		
4		Caustinahas		.	25.7	PO4 744 CO
4	Black Cherry	Sawtimber	11.3	MBF	35.7	\$24,744.60
	Red Maple		5.9	MBF		
	Sugar Maple		17.3	MBF		
	Yellow Birch	Dulancad	0.7	MBF		
	Balsam Fir	Pulpwood	40.0	Cords		
	Mixed Hardwood		513.0	Cords		
	Black Cherry		85.0	Cords		
	Red Maple		160.0	Cords		
	Sugar Maple		231.0	Cords		
	Yellow Birch		37.0	Cords		
	Mixed Spruce		84.0	Cords		
	White Spruce		84.0	Cords		
	Paper Birch		17.0	Cords		
5	Red Maple	Sawtimber	5.3	MBF	8.8	\$10,508.15
	Sugar Maple		12.4	MBF		
	Yellow Birch		1.7	MBF		
	Balsam Fir	Pulpwood	15.0	Cords		
	Mixed Hardwood		144.0	Cords		
					-	
	Red Maple Sugar Maple		61.0	Cords Cords		

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
con't	Yellow Birch	Pulpwood	14.0	Cords		
	Mixed Spruce		18.0	Cords		
	White Spruce		18.0	Cords		
6	Black Cherry	Sawtimber	6.5	MBF	14.0	\$10,098.3
	Red Maple		0.8	MBF		
	Sugar Maple		7.9	MBF		
	Yellow Birch		0.8	MBF		
	Mixed Hardwood	Pulpwood	224.0	Cords		
	Black Cherry		17.0	Cords		
	Red Maple		12.0	Cords		
	Sugar Maple		182.0	Cords		
	Yellow Birch		13.0	Cords		
	Mixed Spruce		19.0	Cords		
	White Spruce		19.0	Cords		
7	Black Cherry	Sawtimber	8.0	MBF	63.1	\$30,944.5
	Paper Birch		1.0	MBF		
	Red Maple		3.6	MBF		
	Yellow Birch		2.0	MBF		
	Balsam Fir	Pulpwood	234.0	Cords		
	Mixed Hardwood		648.0	Cords		
	Black Cherry		155.0	Cords		
	Red Maple		371.0	Cords		
	Sugar Maple		56.0	Cords		
	Yellow Birch		66.0	Cords		
	Mixed Spruce		494.0	Cords		
	Black Spruce		146.0	Cords		
	White Spruce		348.0	Cords		
	Paper Birch		54.0	Cords		
8	Black Cherry	Sawtimber	7.8	MBF	29.8	\$24,901.4
	Red Maple		12.5	MBF		
	Sugar Maple		15.1	MBF		
	Yellow Birch		2.7	MBF		
	Balsam Fir	Pulpwood	20.0	Cords		
	Mixed Hardwood	·	561.0	Cords		
	Black Cherry		52.0	Cords		
	Red Maple		218.0	Cords		
	Sugar Maple		242.0	Cords		
	Yellow Birch		49.0	Cords		
	Mixed Spruce		49.0	Cords		
	White Spruce		49.0	Cords		
9	Black Cherry	Sawtimber	14.3	MBF	35.0	\$26,112.6
Ū	Red Maple		5.0	MBF		4_0 ,
	Sugar Maple		23.8	MBF		
	Yellow Birch		0.8	MBF		
	Balsam Fir	Pulpwood	49.0	Cords		
	Mixed Hardwood	. a.p.rrood	462.0	Cords		
	Black Cherry		46.0	Cords		
	Red Maple		120.0	Cords		
	Sugar Maple		246.0	Cords		
	Yellow Birch		50.0	Cords		
	Mixed Spruce		53.0	Cords		
	White Spruce		53.0 53.0	Cords		
	Paper Birch		3.0	Cords		
	Quaking Aspen		8.0	Cords		
	Black Cherry	Sawtimber	0.4	MBF	31.1	\$14,353. [^]
10	RIGOR L'INDERNA					

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
10 con't	Sugar Maple	Sawtimber	12.2	MBF		
	Balsam Fir	Pulpwood	18.0	Cords		
	Mixed Hardwood		377.0	Cords		
	Black Cherry		7.0	Cords		
	Red Maple		62.0	Cords		
	Sugar Maple		305.0	Cords		
	Yellow Birch		3.0	Cords		
	Mixed Spruce		11.0	Cords		
	White Spruce		11.0	Cords		
		TOTAL:	259.5	MBF		
		TOTAL:	5,170.0	Cords		

Sale Specific Conditions & Requirements

Sale Name: Where's Walters MWR Sale Number: 11-004-16 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 and red paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with red paint. The painted boundary line trees are not Included Timber and are to be protected, unless otherwise directed by the sale administrator.

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 except, all White Pine, Cedar, Hemlock, Elm, Red Oak and Tamarack. Also, retain Yellow Birch over 18" at DBH.

2.1.2 - Clearcut unit(s) w/o unmerchantable trees (8/11)

Within Payment Unit(s) 7, cut all trees which meet minimum piece specifications in 2.2 Utilization except, all White Pine, Cedar, Hemlock, Elm and Red Oak. Also, retain Black Cherry less then 9" at DBH, Yellow Birch greater then 18" at DBH and Maple spp. greater than 24" at DBH.

Within Payment Unit(s) 5, cut all trees which have a DBH greater than 6" except, all White Pine, Cedar, Hemlock, Elm and Red Oak. Also, retain Maple spp. greater than 24" at DBH and Yellow Birch greater than 16" at DBH.

Within Payment Unit(s) 2, 3, 4, 6, 8 and 9, cut all trees which have a DBH greater than 6" except, all White Pine, Cedar, Hemlock, Elm and Red Oak. Also, retain Maple spp. greater than 24" at DBH and Yellow Birch greater than 20" at DBH.

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

Within Payment Unit(s) 10, cut all trees that are two (2) inches or more at DBH except trees marked with green paint above and below stump height.

2.2 - Utilization

2.2.1 - Utilization (2/04)

All listed board foot volumes of sawlog size products in this contract have been determined using a top diameter inside bark of 8 inches.

2.2.2 - Chipping required (5/14)

Payment Unit 10 must be chip harvested to facilitate subsequent operations. 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 left in this research project area. A written waiver of this requirement may be obtained if another option to reduce, eliminate, and/or disperse the slash out of this unit is agreed upon with the Unit Manager or his/her representative.

2.2.3 - Stump heights (4/07)

Stump heights within Payment Unit(s) 10 shall not exceed 12 inches for trees greater than 10 inches DBH and 4 inches for trees smaller than 10 inches DBH. This is in order to facilitate planting operations. A written waiver of this requirement may be obtained if snow levels make these heights unobtainable.

2.2.8 - Utilization and removal (5/14)

Payment Unit 10 is part of a research project. All slash and all forest products meeting standards set forth in General Condition and Requirement 2.2 - Utilization must be removed from the unit. The slash must be chipped unless another option is negotiated with the Unit Manager or their representative to reduce, eliminate, and/or disperse the slash into the surrounding area. This is because the unit is part of the Mike Walters research project.

3 - Payments

3.4 - Damaged Timber

3.4.1 - Damaged timber (6/14)

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured. In addition, extreme care should be taken to avoid damage to tree seedlings and saplings. No damage is acceptable to merchantable trees. Within the sale area, if more than 10% 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

4.1.1 - Stream crossings, general (3/11)

All stream crossing structures will be temporary and therefore, shall be provided by the Purchaser, and must be removed upon completion of the sale. All permits for stream crossings will be provided by the DNR for crossings on state land, a minimum of 60 days notification must be given before permits will be issued.

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 or chipped, utilized or otherwise removed from the sale.

4.1.5 - Culverts (5/14)

Roads may require the installation of culverts for cross drainage or at natural drainage-ways. If culverts are needed in these locations, their placement will be specified by the sale administrator and they shall be installed prior to hauling. The culverts shall be new, corrugated metal or plastic gauge. Culverts will be a minimum of 12 inches in diameter and 24 feet in length. If culverts are removed, fill shall be removed from wetland soils as specified. Soils shall be maintained and left in a non-erodible condition, with water bars, seed, mulch, and slash installed as directed by the sale administrator and as specified in the BMP manual. Stream crossing permits, if needed, will be obtained by the DNR.

4.1.6 - Road construction (1/09)

Construction of new roads or improvements of existing roads shall be done in such a way as to minimize the environmental and visual impacts. Merchantable trees shall be cut and utilized unless otherwise directed. Non-merchantable trees shall be severed and laid flat on the ground. Slash shall be scattered, and not left in windrows and kept a minimum of 10 feet back from the road edge or 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. 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.

4.2 - 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 sale administator reserves the right to halt harvest activities if haul roads are not properly filled and shaped to his/her specifications.

4.2.4 - Grading (12/14)

For completion of the sale, state forest roads must be graded. In general, this will require a road grader or bull dozer to shape up the roads after forest products have been hauled off site. This includes cleaning of drainage areas, grading, crowning and filling with gravel, if necessary. The grading equipment to be used must be approved by the Unit Manager or his/her representative.

4.4 - Access

4.4.1 - Private property access (3/11)

Permission for access across private land is the responsibility of the Purchaser. A copy of the written permission from the private land-owner may be required by the DNR.

5 - Operations

5.1 - Notification

5.1.1 - Pre-sale conference (10/11)

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 (6/11)

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

5.1.6 - 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 Brett French with American Transmission Company at (906) 779-7902.

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.8 - Slash height (12/08)

No slash or tree tops may exceed 36 inches in height.

5.2.1.11 - Slash for reforestation (5/07)

To facilitate reforestation, Payment Unit(s) 1, 2, 3, 4, 5, 6, 7, 8, and 9 shall be left with slash evenly distributed. Bunched tops within the cutting area shall be broken up and scattered. Stumps shall be cut low to the ground. Processing sites shall not be left with a compacted layer of slash; tops from these sites shall be hauled back into the cut area and scattered.

5.2.1.14 - Chipping of slash (10/08)

If tops are chipped, they must be skidded to the landing separately from the bole section of the tree. Skidding of tops must be done in such a way as to minimize damage to the residual trees. Chips shall not be stored on site.

5.2.2 - Hazard Trees/Snags

5.2.2.1 - Den trees (2/04)

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

5.2.3 - Operating Restrictions

5.2.3.1 - Operating restrictions (9/11)

Within Payment Unit(s) 10, cutting and skidding is limited to the period of August 15, 2017 to March 15, 2018. This restriction is to meet the requirements of a silviculture research project.

5.2.3.2 - Operating restrictions (9/11)

Within Payment Unit(s) 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10, unless changed by written agreement, clean up and seeding activities on landings, decking areas, new roads, berms used for road closures and major skid trails must be completed by July 15 following harvest completion. This restriction is to allow these areas to re-vegetate before the dry season.

5.2.30 - Landing/road top soil protection (2/15)

Top soil on landings and new roads must be removed, stockpiled and saved. Upon completion of the timber sale, soil must be evenly distributed back over the area for revegetation. In addition, the area must be seeded and mulched per instructions of the sale administrator.

5.2.32 - Decking/landing restoration (9/13)

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

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

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

5.2.41 - Snowmobile trail protection (9/11)

The snowmobile trail is shown on the Timber Sale Map. Do not cut or damage posts with orange trail markers or traffic control signs. Prior to operations, contact Baraga Tourism to have the trail signed, 906-524-7444.

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.

5.4.3 - Erosion control (12/08)

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

5.8 - Protection of Endangered Species

5.8.5 - Protection of raptor nests (3/13)

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

6 - Safety and Fire Prevention

6.2 - Signing

6.2.1 - Road posting (9/09)

The Purchaser is responsible for posting and maintaining caution signs on US 41 prior to beginning operations. The road must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

7 - Other Conditions

7.2 - Extensions

7.2.7 - Research extension (12/16)

This is a research sale with a short contract length. The sale must be harvested promptly. One (1), twelve (12) month extension can be applied to one (1) other State Forest Timber Sale Contract owned by the purchaser or owned by one (1) designated sub-contractor of the Purchaser that works this contract. To qualify, the contract expiration date of the contract to be extended must be within twelve (12) months from the issue date of this contract. If this is the first extension on the other State Forest Timber Sale Contract, then the 5% extension fee will be waived. If this is an additional extension, the 10% fee will be reduced to 5%. The salvage extension must be used before this contract is closed-out. This specification does not alleviate the purchaser from any contractual obligations of the extended State Forest Timber Sale Contract. Per General Condition & Requirement 7.2, extensions are at the sole discretion of the DNR.

7.3 - Contract Modifications

7.3.1 - Emerald Ash Borer

7.3.1.2 - Emerald ash borer, ash or firewood on sale (2/05)

There is ash and/or "firewood" in this sale and it is located within an emerald ash borer quarantined area. The Director of the Michigan Department of Agriculture (MDA) by the authority of Act No. 72 of the Public Acts of 1945, as amended,

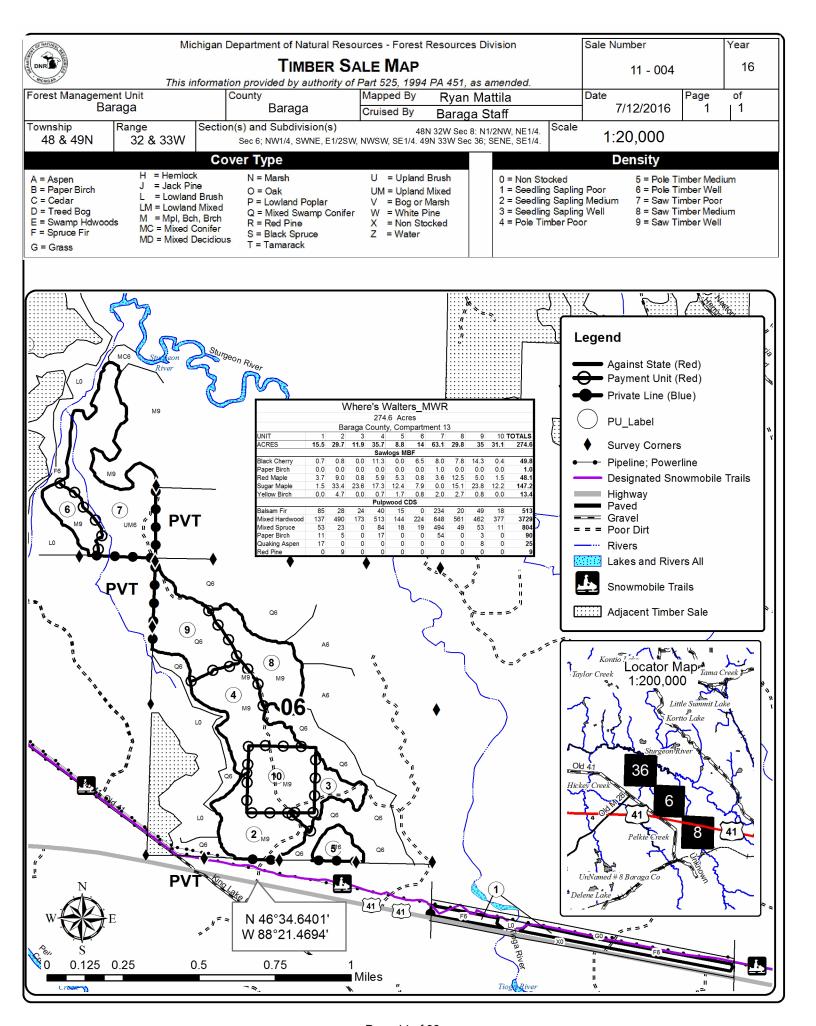
and Quarantine Regulation No. 620, has promulgated this quarantine to prevent the further spread of this pest and sets forth: definitions, regulated articles, regulated areas, conditions of movement, violations and penalties, and special exemptions. The Purchaser must comply with this quarantine. Contact the MDA for further information.

7.5 - Loss

7.5.1 - Deteriorating timber (7/09)

The sale area has received damage from spruce budworm. The Purchaser should harvest the wood as soon as possible. The Department of Natural Resources is held free of responsibility of any further damage or deterioration due to delay in harvesting.

Section Name: Sale Specific Current as of 12/22/2016 1:55:11PM



TIMBER SALE INFORMATION

Schlatters Lake Aspen (11-018-16)

Keweenaw County (Advertised Price \$21,370.40)

SALE NOTE: Sale is at the point of Keweenaw peninsula, no operations December 1st - March 31st due to snowmobile trail.

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

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

PRODUCTS & SPECIES	ESTIMATED UNITS*		<u>ADVE</u>	ERTISED PRICE
Sawtimber				
Paper Birch	2.20	MBF	\$	16.00 / MBF
Red Maple	6.10	MBF	\$	92.00 / MBF
Sugar Maple	21.20	MBF	\$	151.00 / MBF
Pulpwood				
Balsam Fir	418.00	Cords	\$	5.90 / Cord
Mixed Hardwood	1,135.00	Cords	\$	8.05 / Cord
Paper Birch	165.00	Cords	\$	7.65 / Cord
Quaking Aspen	588.00	Cords	\$	7.40 / Cord
White Spruce	54.00	Cords	\$	6.60 / Cord

^{*} The total volume is statistically estimated within plus (+) or minus (-) 6.79 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of \$3,800.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
 - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
 - (b) The 10% down payment will be credited towards the first unit cut.
- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2019.

Description of Timber by Payment Unit (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Red Maple	Sawtimber	0.4	MBF	39.1	\$5,767.35
•	Sugar Maple		3.1	MBF	•	ψο,: σ: ισσ
	Balsam Fir	Pulpwood	105.0	Cords		
	Mixed Hardwood		298.0	Cords		
	Red Maple		41.0	Cords		
	Sugar Maple		238.0	Cords		
	Yellow Birch		19.0	Cords		
	Paper Birch		45.0	Cords		
	Quaking Aspen		238.0	Cords		
	White Spruce		21.0	Cords		
2	Red Maple	Sawtimber	0.5	MBF	65.9	\$9,227.50
	Sugar Maple		8.3	MBF		
	Balsam Fir	Pulpwood	165.0	Cords		
	Mixed Hardwood	·	522.0	Cords		
	Red Maple		49.0	Cords		
	Sugar Maple		445.0	Cords		
	Yellow Birch		28.0	Cords		
	Paper Birch		56.0	Cords		
	Quaking Aspen		290.0	Cords		
	White Spruce		27.0	Cords		
3	Paper Birch	Sawtimber	1.5	MBF	30.7	\$4,704.00
	Red Maple		5.2	MBF		
	Sugar Maple		7.4	MBF		
	Balsam Fir	Pulpwood	113.0	Cords		
	Mixed Hardwood		199.0	Cords		
	Red Maple		69.0	Cords		
	Sugar Maple		117.0	Cords		
	Yellow Birch		13.0	Cords		
	Paper Birch		55.0	Cords		
	Quaking Aspen		48.0	Cords		
	White Spruce		6.0	Cords		
4	Paper Birch	Sawtimber	0.7	MBF	20.7	\$1,671.55
	Sugar Maple		2.4	MBF		
	Balsam Fir	Pulpwood	35.0	Cords		
	Mixed Hardwood		116.0	Cords		
	Black Cherry		1.0	Cords		
	Red Maple		4.0	Cords		
	0		87.0	Cords		
	Sugar Maple					
	Yellow Birch		24.0	Cords		
	Yellow Birch Paper Birch		9.0	Cords		
	Yellow Birch			1		
	Yellow Birch Paper Birch	TOTAL:	9.0	Cords		

Sale Specific Conditions & Requirements

Sale Name: Schlatters Lake Aspen Sale Number: 11-018-16 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 red paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with red paint. The painted boundary line trees are not Included Timber and are to be protected, unless otherwise directed by the sale administrator.

2 - Timber Specifications

2.1 - Included Timber

2.1.2 - Clearcut unit(s) w/o unmerchantable trees (8/11)

Within Payment Unit(s) 1, 2, and 3, cut all trees which meet minimum piece specifications in 2.2 Utilization except white pine, cedar, hemlock, and oak.

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

Within Payment Unit(s) 4, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. All trees shall be pulled back across any exterior red paint lines.

2.2 - Utilization

2.2.1 - Utilization (2/04)

All listed board foot volumes of sawlog size products in this contract have been determined using a top diameter inside bark of 8 inches.

2.2.4 - Skidding length (2/14)

Skidding of unlimbed tops or lengths over 26 feet is not permissible in Payment Unit 4 unless approved by the Unit Manager or his/her representative.

2.2.7 - Uncut designated trees (2/04)

Liquidated damages of \$10.00 per tree will be assessed for every marked tree not cut.

2.2.8 - Utilization and removal (5/14)

All products meeting standards set forth in General Condition and Requirement 2.2 - Utilization must be removed from the sale area. This is because excessive woody debris prohibits regeneration.

3 - Payments

3.4 - Damaged Timber

3.4.1 - Damaged timber (6/14)

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured. In addition, extreme care should be taken to avoid damage to tree seedlings and saplings. No damage is acceptable to merchantable trees. Within the sale area, if more than 10% 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

4.1.1 - Stream crossings, general (3/11)

All stream crossing structures will be temporary and therefore, shall be provided by the Purchaser, and must be removed upon completion of the sale. All permits for stream crossings will be provided by the DNR for crossings on state land, a minimum of 60 days notification must be given before permits will be issued.

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 or chipped, utilized or otherwise removed from the sale.

4.1.5 - Culverts (5/14)

Roads may require the installation of culverts for cross drainage or at natural drainage-ways. If culverts are needed in these locations, their placement will be specified by the sale administrator and they shall be installed prior to hauling. The culverts shall be new, corrugated metal or plastic gauge. Culverts will be a minimum of 12 inches in diameter and 24 feet in length. If culverts are removed, fill shall be removed from wetland soils as specified. Soils shall be maintained and left in a non-erodible condition, with water bars, seed, fertilizer, mulch, and slash installed as directed by the sale administrator and as specified in the BMP manual. Stream crossing permits, if needed, will be obtained by the DNR for crossing on state owned lands.

4.1.6 - Road construction (1/09)

Construction of new roads or improvements of existing roads shall be done in such a way as to minimize the environmental and visual impacts. Merchantable trees shall be cut and utilized unless otherwise directed. Non-merchantable trees shall be severed and laid flat on the ground. Slash shall be scattered, and not left in windrows and kept a minimum of 10 feet back from the road edge or 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. 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.

4.2 - 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 sale administator reserves the right to halt harvest activities if haul roads are not properly filled and shaped to his/her specifications.

4.2.4 - Grading (12/14)

For completion of the sale, state forest roads must be graded. In general, this will require a road grader or bull dozer to shape up the roads after forest products have been hauled off site. This includes cleaning of drainage areas, grading, crowning and filling with gravel, if necessary. The grading equipment to be used must be approved by the Unit Manager or his/her representative.

4.4 - Access

4.4.1 - Private property access (3/11)

Permission for access across private land is the responsibility of the Purchaser. A copy of the written permission from the private land-owner may be required by the DNR.

5 - Operations

5.1 - Notification

5.1.1 - Pre-sale conference (10/11)

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 (6/11)

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

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.8 - Slash height (12/08)

No slash or tree tops may exceed 36 inches in height.

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 (2/04)

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

5.2.3 - Operating Restrictions

5.2.3.2 - Operating restrictions (9/11)

Within Payment Unit(s) 1, 2, 3, and 4, unless changed by written agreement, no operations are allowed on the sale during the period of Dec 1st to March 31st due to the Snowmobile trail. Also clean up and seeding activities on landings, decking areas, new roads, berms used for road closures and major skid trails must be completed by July 15 following harvest completion. This restriction is to allow these areas to re-vegetate before the dry season.

5.2.30 - Landing/road top soil protection (2/15)

Top soil on landings and new roads must be removed, stockpiled and saved. Upon completion of the timber sale, soil must be evenly distributed back over the area for revegetation. In addition, the area must be seeded and mulched per instructions of the sale administrator.

5.2.32 - Decking/landing restoration (9/13)

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

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

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

5.2.41 - Snowmobile trail protection (9/11)

The snowmobile trail 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. No operations are allowed December 1st - March 31s

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.

5.4.3 - Erosion control (12/08)

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

5.4.4 - Slope protection (5/15)

Skid trails and roads on slopes shall be water barred with slash, stumps, and/or clean straw bales native to the area as soon as use is complete to prevent erosion.

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 the Mandan Rd prior to beginning operations. The road must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

7 - Other Conditions

7.3 - Contract Modifications

7.3.1 - Emerald Ash Borer

7.3.1.2 - Emerald ash borer, ash or firewood on sale (2/05)

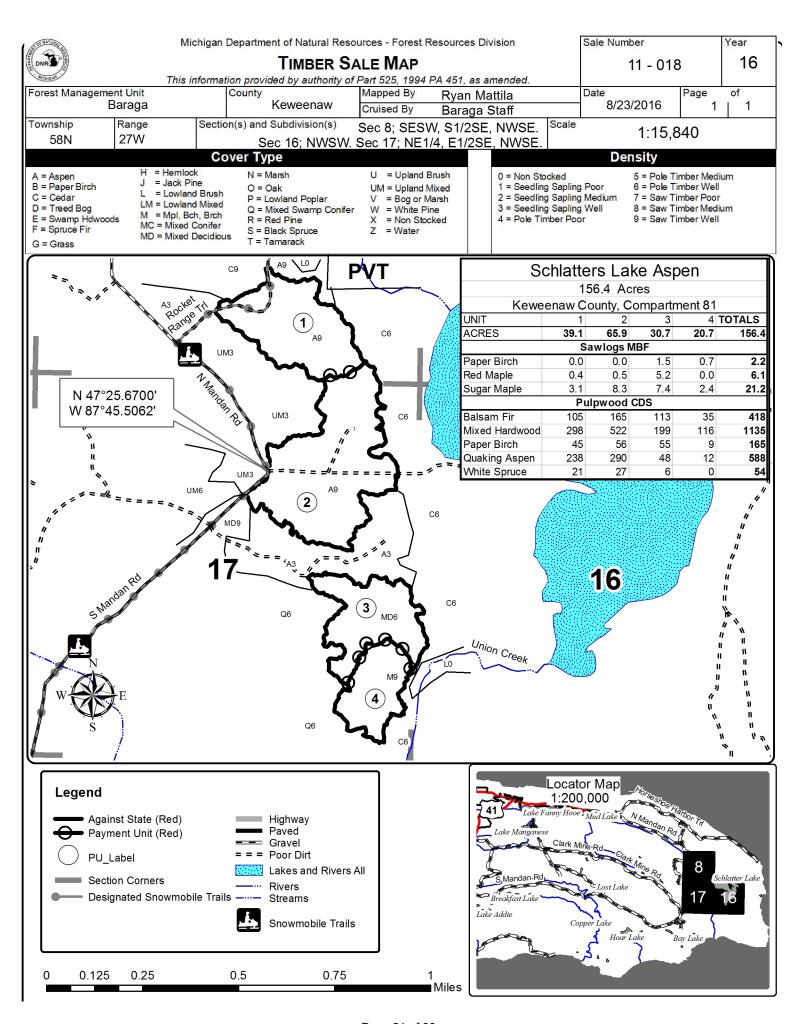
There is ash and/or "firewood" in this sale and it is located within an emerald ash borer quarantined area. The Director of the Michigan Department of Agriculture (MDA) by the authority of Act No. 72 of the Public Acts of 1945, as amended, and Quarantine Regulation No. 620, has promulgated this quarantine to prevent the further spread of this pest and sets forth: definitions, regulated articles, regulated areas, conditions of movement, violations and penalties, and special exemptions. The Purchaser must comply with this quarantine. Contact the MDA for further information.

7.5 - Loss

7.5.1 - Deteriorating timber (7/09)

The sale area has received damage from spruce budworm. The Purchaser should harvest the wood as soon as possible. The Department of Natural Resources is held free of responsibility of any further damage or deterioration due to delay in harvesting.

Section Name: Sale Specific Current as of 10/20/2016 4:31:10PM



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TIMBER SALE INFORMATION

BG GNA (11-800-16)

Houghton County (Advertised Price \$135,336.35)

SALE NOTE: This is a Good Neighbor Authority (GNA) timber sale on national forest land. This timber sale was set-up and is being advertised by the Michigan DNR for the US Forest Service. The contract will be awarded and administered by the Michigan DNR. Note the additional Sale Specific Conditions & Requirements containing the acronym 'GNA'.

Notice: This sale was cruised using the VBAR method.

Access may be through other public land.

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

PRODUCTS & SPECIES	ESTIMATED UNITS*		<u>ADV</u>	ERTISED PRICE
Sawtimber				
Red Pine	631.40	MBF	\$	137.00 / MBF
Pulpwood				
Balsam Fir	8.00	Cords	\$	22.20 / Cord
Jack Pine	9.00	Cords	\$	47.50 / Cord
Quaking Aspen	50.00	Cords	\$	27.80 / Cord
Red Maple	9.00	Cords	\$	30.15 / Cord
Red Pine	935.00	Cords	\$	49.70 / Cord
White Spruce	4.00	Cords	\$	24.65 / Cord

^{*} The total volume is statistically estimated within plus (+) or minus (-) 9.45 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 \$16,000.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
 - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
 - (b) The 10% down payment will be credited towards the first unit cut.
- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2019.

Description of Timber by Payment Unit (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Red Pine	Sawtimber	163.2	MBF	48.6	\$35,657.95
	Balsam Fir	Pulpwood	3.0	Cords		
	Balsam Fir		3.0	Cords		
	Quaking Aspen		5.0	Cords		
	Red Maple		9.0	Cords		
	Red Pine		258.0	Cords		
2	Red Pine	Sawtimber	264.4	MBF	63.8	\$50,362.20
	Balsam Fir	Pulpwood	2.0	Cords		
	Balsam Fir	Sawtimber	0.5	MBF		
	Balsam Fir	Pulpwood	1.0	Cords		
	Jack Pine		9.0	Cords		
	Jack Pine	Sawtimber	2.3	MBF		
	Jack Pine	Pulpwood	4.0	Cords		
	Red Pine		275.0	Cords		
3	Red Pine	Sawtimber	151.2	MBF	50.3	\$32,393.90
	Red Pine	Pulpwood	235.0	Cords		
4	Red Pine	Sawtimber	30.8	MBF	19.4	\$8,630.30
	Quaking Aspen	Pulpwood	21.0	Cords		
	Red Pine		77.0	Cords		
5	Red Pine	Sawtimber	21.8	MBF	9.4	\$8,292.00
	Balsam Fir	Pulpwood	3.0	Cords		
	Balsam Fir		3.0	Cords		
	Quaking Aspen		24.0	Cords		
	Red Pine		90.0	Cords		
	White Spruce		4.0	Cords		
		TOTAL:	631.4	MBF		
		TOTAL:	1,015.0	Cords		

Sale Specific Conditions & Requirements

Sale Name: BG GNA Sale Number: 11-800-16 Seg#: 1

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (1/14)

The sale boundary is marked and identified by triple orange paint marks. The Interior Payment Unit boundaries between Units 1, 2, 3, and 4 are marked with double orange paint marks. The painted boundary line trees are not Included Timber and are to be protected, unless marked with blue paint.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1-5, all trees are designated for cutting when marked with blue paint above and below stump height, regardless of merchantability.

2.2 - Utilization

2.2.12 - GNA, cut and remove included timber (1/16)

Unless provided otherwise herein, the DNR agrees to sell and permit Purchaser to cut and remove included timber and Purchaser agrees to purchase, cut, and remove included timber.

4 - Transportation

4.1 - Construction

4.1.7 - Road closure (10/11)

Overgrown or closed roads that are reopened must be closed upon timber sale completion. In general, this will require constructing a minimal four (4') foot high berm of stumps, logs and earth. These roads must be rendered impassable to vehicles. Contact the sale administrator for specific placement and construction.

4.1.12 - No new roads (1/12)

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

4.2 - Maintenance

4.2.5 - Two wheel drive condition (2/04)

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

5 - Operations

5.1 - Notification

5.1.1 - Pre-sale conference (10/11)

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

5.1.4 - Post-sale conference (6/11)

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

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.8 - Slash height (12/08)

No slash or tree tops may exceed 36 inches in height.

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 (2/04)

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

5.2.3 - Operating Restrictions

5.2.3.2 - Operating restrictions (9/11)

Within Payment Unit(s) 1-5, unless changed by written agreement, cutting, skidding, and hauling are not permitted from March 1 to July 15. This restriction is to avoid spring break up conditions and bark slip season.

5.2.32 - Decking/landing restoration (9/13)

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

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

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

5.4 - Soil Protection

5.4.1 - Rutting restriction, general (7/16)

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

5.6 - Debris and Waste Material

5.6.2 - GNA, equipment cleaning (1/16)

- (a) Areas, known by the DNR prior to timber sale advertisement, that are infested with invasive species of concern are shown on the Timber Sale Map. A current list of invasive species of concern and a map showing the extent of known infestations is available from the DNR. For purposes of this provision, "Off-Road Equipment" includes all logging and construction machinery, except for log trucks, chip vans, service vehicles, water trucks, pickup trucks, cars, and similar vehicles.
- (b) Purchaser shall adhere to the following requirements with regard to cleaning "Off-Road Equipment":
- (i) Prior to moving Off-Road Equipment onto the Sale Area, Purchaser shall identify the location of the equipment's most recent operation. Purchaser shall not move any Off-Road Equipment that last operated in an area infested with one or more invasive species of concern onto Sale Area without having cleaned such equipment of seeds, soil, vegetative matter, and other debris that could contain or hold seeds, and having notified the DNR, as provided in (iii). If the location of prior operation cannot be identified, then Purchaser shall assume that the location is infested with invasive species of concern.
- (ii) Prior to moving Off-Road Equipment from a cutting unit that is shown on the Timber Sale Map to be infested with invasive species of concern to, or through any other area that is shown as being free of invasive species of concern, or infested with a different invasive species, Purchaser shall clean such equipment of seeds, soil, vegetative matter, and other debris that could contain or hold seeds, and shall notify the DNR, as provided in (iii).
- (iii) Prior to moving any Off-Road Equipment subject to the cleaning requirements set forth above, Purchaser shall advise DNR of its cleaning measures and make the equipment available for inspection. DNR shall have 2 days, excluding weekends and State holidays, to inspect equipment after it has been made available. After satisfactory inspection or after such 2 day period, Purchaser may move the equipment as planned. Equipment shall be considered clean when a visual inspection does

not disclose seeds, soil, vegetative matter, and other debris that could contain or hold seeds. Purchaser shall not be required to disassemble equipment unless so directed by the DNR after inspection.

- (iv) If Purchaser desires to clean Off-Road Equipment on National Forest land, such as at the end of a project or prior to moving to, or through an area that is free of invasive species of concern, Purchaser shall obtain prior approval from the Unit Manager or his/her representative as to the location for such cleaning and measures, if any, for controlling impacts.
- (v) Unit Manager or his/her representative may order delay, interruption, or modification of this Contract pursuant to Condition & Requirement 7.3 or 7.3.4.
- (c) Nothing contained in this Condition & Requirement shall be interpreted as creating any warranty on the part of the DNR that all locations of invasive species of concern have been described herein, elsewhere in this Contract, or designated on the ground. Following sale advertisement, additional locations may be described or designated, and other species may be added to the list of invasive species of concern. In such event, the Unit Manager or his/her representative may order delay, interruption, or modification of this Contract pursuant to Condition & Requirement 7.3 or 7.3.4.
- (d) The parties shall promptly communicate with one another with respect to description or designation of additional locations; discovery of locations of new species or new infestation; and, addition of species to the list of invasive species of concern.

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.

7 - Other Conditions

SKIP

7.1.1 - GNA, title (7/16)

General Condition & Requirement 7.1 is inapplicable. The following applies to this contract.

All right, title, and interest in and to any Included Timber shall remain in USDA Forest Service with the State of Michigan acting on behalf of the USDA Forest Service under this GNA contract, until it has been Measured, removed from Sale Area or other authorized cutting area, and paid for, at which time title shall vest in Purchaser. Title to any Included Timber that has been Measured and paid for, but not removed from Sale Area or other authorized cutting area by Purchaser on or prior to Termination Date, shall remain in USDA Forest Service.

7.3 - Contract Modifications

7.3.3 - Modification for reforestation (8/05)

When contractual work of Purchaser has been accepted for any Payment Unit identified on Sale Area Map, Payment Unit will be eliminated from the Sale Area on written notice so that reforestation operations can begin.

7.3.4 - GNA, contract suspension and modification (5/16)

- (a) The Unit Manager may, by written order, delay or interrupt authorized operations under this contract or, notwithstanding Condition & Requirement 7.3, modify this contract, in whole or in part:
- (i) To prevent environmental degradation or resource damage, including, but not limited to, harm to habitat, plants, animals, cultural resources, or cave resources;
- (ii) To ensure consistency with land and resource management plans or other documents prepared pursuant to the National Environmental Policy Act of 1969, 42 USC 4321-4347;
- (iii) To conduct environmental analysis, including, but not limited to, engaging in consultation pursuant to the Endangered Species Act of 1973, 16 USC 1531, et seq.; or

- (iv) Upon agreement of the Forest Service, due to administrative appeal or litigation, regardless of whether the Unit Manager's order is required by a court order or this contract is named in such a proceeding.
- (b) In the event of an order delaying or interrupting Purchaser's Operations under this Condition & Requirement, Purchaser's remedy shall be:
- (i) a no cost contract extension,
- (ii) reimbursement for Out-of-Pocket Expenses,

however, the foregoing remedies shall be available only to the extent that the Unit Manager's order was the sole and exclusive cause of the delay or interruption of Purchaser's operations.

- (c) Remedies awarded to the Purchaser shall not be duplicative, and the Unit Manager shall have the right to structure remedies provided herein to avoid duplicative compensation.
- (d) Purchaser agrees that this Condition & Requirement, and the remedies provided herein shall apply regardless of any finding by any court that the DNR failed to comply with any statute, regulation and/or policy in connection with awarding, advertising, or authorizing this sale, or a similar sale.

7.5 - Loss

7.5.2 - GNA, liability for loss (7/16)

If Included Timber is destroyed or damaged by an unexpected event that changes the nature of Included Timber, such as wind, flood, insects, disease, or similar cause, the Purchaser shall bear the timber value loss resulting from such destruction or damage.

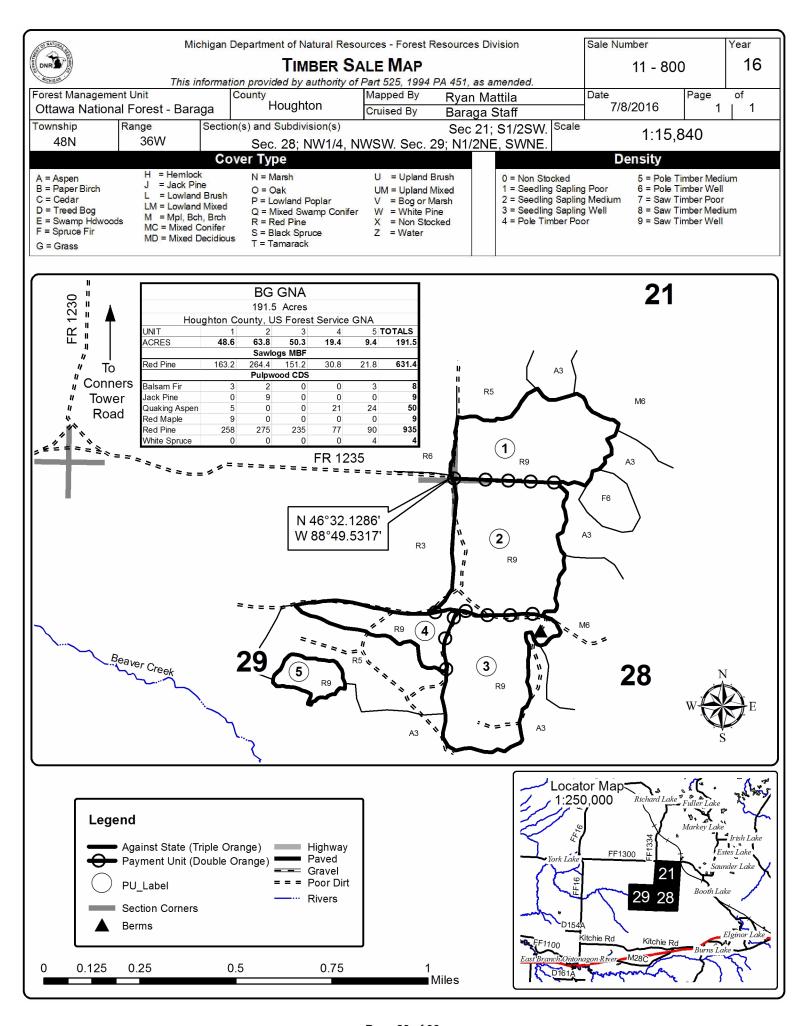
Deterioration or loss of timber value due to delay or interruption under 7.3.4 - GNA, contract suspension and modification, shall be borne by the party holding title. In this event, Included Timber to which USDA Forest Service holds title, Purchaser of the State GNA contract will not be obligated to remove and pay for such timber. This Subsection shall not be construed to relieve either party of liability for negligence.

7.10 - Certified Timber

7.10.1 - Non-certified timber (2/16)

The area encompassed by this timber sale is not certified to the standards of the Forest Stewardship Council (FSC) or the Sustainable Forestry Initiative (SFI). Forest products from this sale may not be delivered to the mill as "FSC and / or SFI certified". The lands within this sale belong to the National Forest system and are being managed by the State as part of a Good Neighbor Authority (GNA) agreement.

Section Name: Sale Specific Current as of 12/21/2016 11:08:22AM



Page 30 of 36	
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BID

BARAGA MANAGEMENT UNIT BARAGA OFFICE

Schlatters Lake Aspen (11-018-16)

; Keweenaw COUNTY

In response to the notice of sale to be held 9:00 a.m. (local time) on February 2, 2017, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	ESTIMATED	VOLUME*	ADVERTISED PRICE		BID PRICE
Sawtimber					
Paper Birch	2.20	MBF	\$	16.00/MBF	\$
Red Maple	6.10	MBF	\$	92.00/MBF	\$
Sugar Maple	21.20	MBF	\$	151.00/MBF	\$
Pulpwood					
Balsam Fir	418.00	Cords	\$	5.90/Cord	\$
Mixed Hardwood	1,135.00	Cords	\$	8.05/Cord	\$
Paper Birch	165.00	Cords	\$	7.65/Cord	\$
Quaking Aspen	588.00	Cords	\$	7.40/Cord	\$
White Spruce	54.00	Cords	\$	6.60/Cord	\$

^{*}The volumes are statistically estimated within plus (+) or minus (-) 6.79 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	e:		Date:		
Phone nu	mber:	Email (o	ptional):			

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



Michigan Department of Natural Resources Forest Resources Division

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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

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

Signature of Owner or Authorized Representative

Title

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

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

Date

FEDERAL ID:

BID

BARAGA MANAGEMENT UNIT BARAGA OFFICE

BG GNA (11-800-16); Houghton COUNTY

In response to the notice of sale to be held 9:00 a.m. (local time) on February 2, 2017, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	ESTIMATED	VOLUME*	AD\	VERTISED PRICE	BID PRICE
Sawtimber					
Red Pine	631.40	MBF	\$	137.00/MBF	\$
Pulpwood					
Balsam Fir	8.00	Cords	\$	22.20/Cord	\$
Jack Pine	9.00	Cords	\$	47.50/Cord	\$
Quaking Aspen	50.00	Cords	\$	27.80/Cord	\$
Red Maple	9.00	Cords	\$	30.15/Cord	\$
Red Pine	935.00	Cords	\$	49.70/Cord	\$
White Spruce	4.00	Cords	\$	24.65/Cord	\$

^{*}The volumes are statistically estimated within plus (+) or minus (-) 9.45 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.

	Company or individual bidding	j:			
	Company representative's na	me:			
	Address:				
	City:	State:	Zip:		
IF AVAIL	ABLE, PLEASE PLACE THE P	ERSONALIZED LABEI	L FROM YOUR PROSPE	ECTUS IN THE ABOVE BOX.	_
Individua	I or company representative's s	ignature:		Date:	
Phone nu	hone number : Email (optional):				

or SOCIAL SECURITY NUMBER:

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



Michigan Department of Natural Resources Forest Resources Division

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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

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

VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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

•	In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract.				
•	All Information must be typed or printed except for written signatures.				
Ple	Please Check Appropriate Categories:				
1.	 My business is organized as (you must check one of the boxes A. Sole Proprietorship (individual) B. Partnership C. Corporation 	below):			
 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 o bligation to the Worker's Compensation Act through the use of an approved Notice 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 one (21) days of the contract award.	provide an original Certificate of Insurance within twenty-			
3.	If you have checked item 2(A) or 2(B), you must indicate the than yourself, including family members and active partners (if r Full-time Employees				
Nan	Name of Business Feder	ral ID (or) Social Security No.			
Add	Address Telep (hone)			
City	City State ZIP				
in f	I hereby certify that the above information is true and correct. I agree in factors affecting my coverage during any of my present and future Signature of Owner or Authorized Representative				
7	Title	Date			

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

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

BID

BARAGA MANAGEMENT UNIT BARAGA OFFICE

Where's Walters _MWR (11-004-16) ; Baraga COUNTY

In response to the notice of sale to be held 9:00 a.m. (local time) on February 2, 2017, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES Sawtimber	<u>ESTIMATED</u>	VOLUME*	<u>AC</u>	VERTISED PRICE	BID P	RICE
Black Cherry	49.80	MBF	\$	184.00/MBF	\$	
Paper Birch	1.00	MBF	\$	58.00/MBF	\$	
Red Maple	48.10	MBF	\$	254.00/MBF	\$	
Sugar Maple	147.20	MBF	\$	416.00/MBF	\$	
Yellow Birch	13.40	MBF	\$	148.00/MBF	\$	
Pulpwood						
Balsam Fir	513.00	Cords	\$	16.25/Cord	\$	
Mixed Hardwood	3,729.00	Cords	\$	22.10/Cord	\$	
Mixed Spruce	804.00	Cords	\$	18.10/Cord	\$	
Paper Birch	90.00	Cords	\$	21.10/Cord	\$	
Quaking Aspen	25.00	Cords	\$	20.40/Cord	\$	
Red Pine	9.00	Cords	\$	36.45/Cord	\$	

^{*}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.

		or SOCIAI			
	Company or individual bi	dding:			
	Company representative	's name:			
	Address:				
	City:	State:	Zip:		
	Oity		Zip		
J IF AVAILA		HE PERSONALIZED LABEL			OX.
	ABLE, PLEASE PLACE T		FROM YOUR PROSPE	ECTUS IN THE ABOVE BO	OX.

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 217 P. A. 1060 (Marker's Compensation) and

Signature of Owner or Authorized Representative

Title

	Part 5 of Act 451 of 1994, as amended.	isalion) and				
VE	ERIFICATION OF WORKER'S DISABILITY COMPI	ENSATION	N ACT COMPLIANCE			
•	This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract. In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract.					
•						
•	All Information must be typed or printed except for written signatures.					
Ple	ease Check Appropriate Categories:					
1.	My business is organized as (you must check <u>one</u> A. ☐ Sole Proprietorship (individual) B. ☐ Partnership C. ☐ Corporation	e of the box	xes below):			
 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. I certify my business has satisfied its o bligation to the Worker's Compensation Act through the use of an approved Notice Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (F questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195). I certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twent 			er's Compensation Act through the use of an approved Notice of Notice of Exclusion within 21 days of the contract award. (For 's Compensation Bureau at 517-322-1195).			
3.	one (21) days of the contract award. If you have checked item 2(A) or 2(B), you must than yourself, including family members and activeFull-time Employees		the number of both full-time and part-time employees, other (if none, you must enter "0"). Part-time Employees			
Nam	me of Business	Fe	ederal ID (or) Social Security No.			
Addı	dress	Tel	elephone)			
City	State	ZIF	IP			
	ereby certify that the above information is true and of factors affecting my coverage during any of my pres		agree to notify the Michigan DNR of any changes that occur ture operations.			

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

Date