

DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

TIMBER SALE PROSPECTUS #6284

<u>SCHEDULED SALE DATE AND TIME:</u> 8:30 a.m. (local time) on September 26, 2018. <u>LOCATION:</u> CRYSTAL FALLS MGT UNIT, 1420 US-2 WEST, CRYSTAL FALLS, MI 49920.

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

<u>GNA Green Head Sale 3</u> (12-859-18) / T44N, R37W, SEC. 5 , SWNW,SWNE,N1/2SW,NWSE. T45N, R37W, SEC. 28, S1/2SW. T45N, R37W, SEC. 29, SESW,SWSE. T45N, R37W, SEC. 32, N1/2NW,NWNE,NESW. T45N, R37W, SEC. 33, N1/2NW,SENW,W1/2NE,NESW,NWSE. Iron County, Advertised Price \$47,257.55, 89.1 Acres, Aspen, Spruce/Fir/Tamarack.

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'.

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 other public land.

<u>GNA Green Head Sale 1</u> (12-863-18) / T45N, R36W, SEC. 19, SWNW. T45N, R37W, SEC. 13, W1/2SE. T45N, R37W, SEC. 23, E1/2NE,NESE. T45N, R37W, SEC. 24, NW,NE,N1/2SW,SESW,SE. Iron County, Advertised Price \$107,036.55, 164.4 Acres, Aspen, Spruce/Fir/Tamarack.

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Access may be through private or other public land.

<u>GNA Green Head Sale 2</u> (12-864-18) / T44N, R36W, SEC. 7 , W1/2NW. T45N, R37W, SEC. 15, S1/2SW. T45N, R37W, SEC. 16, NESW,S1/2SW,SE. T45N, R37W, SEC. 22, N1/2NW. T45N, R37W, SEC. 27, E1/2SW,NWSE. Iron County, Advertised Price \$45,561.65, 82.0 Acres, Aspen, Hardwood.

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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 other public land.

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

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

Bids must be received by the Unit Manager, CRYSTAL FALLS OFFICE, 1420 US-2 WEST, CRYSTAL FALLS, MI 49920, no later than 8:30 a.m. (local time) on September 26, 2018. For further information concerning this sale, contact Dan McNamee at 906-875-6622.

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.

KEITH CREAGH Director

TIMBER SALE INFORMATION

GNA Green Head Sale 3 (12-859-18)

T44N, R37W, SEC. 5; T45N, R37W, SEC. 28; T45N, R37W, SEC. 29; T45N, R37W, SEC. 32; T45N, R37W, SEC. 33. Iron County (Advertised Price \$47,257.55)

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'.

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 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>	ADVERTISED PRICE	
Pulpwood					
Balsam Fir	203.00	Cords	\$	16.70 / Cord	
Jack Pine	59.00	Cords	\$	42.05 / Cord	
Mixed Hardwood	56.00	Cords	\$	22.60 / Cord	
Mixed Spruce	277.00	Cords	\$	24.00 / Cord	
Quaking Aspen	640.00	Cords	\$	39.25 / Cord	
Red Pine	139.00	Cords	\$	59.40 / Cord	
Tamarack	6.00	Cords	\$	16.05 / Cord	

* The total volume is statistically estimated within plus (+) or minus (-) 16.24 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 \$4,726.00 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	19.7%
02	45.0%
03	11.8%
04	23.5%

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	Balsam Fir	Pulpwood	48.0	Cords	19.8	\$9,288.95
	Mixed Hardwood		16.0	Cords		
	Black Cherry		6.0	Cords		
	Paper Birch		7.0	Cords		
	Red Maple		3.0	Cords		
	Mixed Spruce		72.0	Cords		
	Black Spruce		1.0	Cords		
	White Spruce		71.0	Cords		
	Quaking Aspen		163.0	Cords		
2	Balsam Fir	Pulpwood	107.0	Cords	45.6	\$21,320.30
	Mixed Hardwood		32.0	Cords		
	Black Cherry		12.0	Cords		
	Paper Birch		15.0	Cords		
	Red Maple		5.0	Cords		
	Mixed Spruce		157.0	Cords		
	Black Spruce		2.0	Cords		
	White Spruce		155.0	Cords		
	Quaking Aspen		356.0	Cords		
	Red Pine		18.0	Cords		
3	Balsam Fir	Pulpwood	30.0	Cords	11.4	\$5,562.85
	Mixed Hardwood		8.0	Cords		
	Black Cherry		3.0	Cords		
	Paper Birch		4.0	Cords		
	Red Maple		1.0	Cords		
	Mixed Spruce		44.0	Cords		
	Black Spruce		38.0	Cords		
	White Spruce		6.0	Cords		
	Quaking Aspen		95.0	Cords		
	Tamarack		6.0	Cords		
4	Balsam Fir	Pulpwood	18.0	Cords	12.3	\$11,085.45
	Jack Pine		59.0	Cords		
	Mixed Spruce		4.0	Cords		
	White Spruce		4.0	Cords		
	Quaking Aspen		26.0	Cords		
	Red Pine		121.0	Cords		
		TOTAL:	1,380.0	Cords		

Sale Specific Conditions & Requirements

Sale Name: GNA Green Head Sale 3

Sale Number: 12-859-18 Seq#: 1

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (1/14)

The sale boundary are identified by triple slash orange paint marks. The painted boundary line trees are not Included Timber and are to be protected, unless otherwise directed by the Unit Manager or his/her 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, 2 and 3, cut all trees that are two (2) inches or more at DBH, except do not cut hemlock, cedar, elm, oak, white pine or red pine. In addition, within Payment Unit 2, cut all red pine marked with blue paint at and above stump height, regardless of merchantability.

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

Within Payment Unit(s) 4, all trees are designated for cutting when marked with blue paint above and below stump height, regardless of merchantability. In addition, cut all jack pine and aspen that are two (2) inches or more at DBH.

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 10 inches.

2.2.12 - GNA, cut and remove Included Timber (3/18)

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.

2.3 - Log Rule

2.3.1 - Log rule (12/08)

All board foot volumes of sawlog size products in this contract have been determined by the Scribner Decimal C Log Rule.

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 5% of trees (> 4.5" DBH) within a specified area of the sale are damaged, liquidated damages will be assessed for all trees damaged. Rates will be in accordance with General Condition and Requirement 3.4 Damaged Timber.

4 - Transportation

4.1 - Construction

4.1.3 - Slash and earthen piles (8/04)

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

4.1.5 - 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. Please notify the DNR 90 days prior to working on any crossings that will require a DEQ permit

4.1.6 - Road construction (1/09)

Improvements of existing roads and landingsshall 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)

Overgrown roads that are reopened and new landings must be blocked to all 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. Existing berms removed for timber sale operations must be replaced upon completion of the timber sale. Stumps and brush must be placed along the remainder of the trail. 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.

4.2 - Maintenance

4.2.1 - Hauling restriction (12/08)

Hauling may be restricted on forest roads by the Unit Manager or his/her representative. The restriction may occur during wet weather conditions.

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

4.3 - Public Right-of-Way

4.3.2 - County R-O-W (12/06)

The county must be contacted prior to crossing or harvesting in the county road R-O-W. This applies to Payment Unit 3 and County Road Old US 2.

5 - Operations

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

5.2.3.1 - Operating restrictions (9/11)

Within Payment Unit(s) 1-4, unless changed by written agreement, cutting, skidding, and hauling are not permitted during the period of April 15 to July 15. This restriction is due to sensitive soils

5.2.3.3 - Bark slippage restriction (3/09)

Within Payment Unit(s) 2 and 4, unless changed by written agreement, cutting and skidding are not permitted during the period of April 15 to July 15. This restriction is because of bark slippage.

5.2.3.6 - Bark beetle restriction (12/08)

In the event drought creates a high risk of pine bark beetle infestation, pine is not to be cut during the period March 1

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

5.2.4 - Dead and Down Creation

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

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

5.2.30 - 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.

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

The Trail #2 (Stateline Trail) is an ORV trail or route and is shown on the Timber Sale Map. Do not cut trees or damage posts with yellow ORV markers. All stumps within 5 feet of the trail must be cut flush with the ground. No decking of cut timber is allowed within 20 feet of the ORV trail. Skidding across the trail or route may only occur in locations approved by the sale administrator.

5.2.41 - Snowmobile trail protection (9/11)

The Trail #2 (Stateline Trail) 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. No decking of cut timber is allowed within 20 feet of the trail. 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.

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 6 inches or greater in depth and 25 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.

5.4.4 - 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.

5.4.6 - Wet area protection (5/10)

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

5.6 - 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.

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 Old US 2, NFR 4100, 4130 & 3940 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.

6.2.2 - Snowmobile trail posting (8/09)

The Purchaser is responsible for posting and maintaining caution signs on Trail #2 (Stateline Trail) prior to beginning operations during the snowmobile season (approximately December 1 to March 31). The trail 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 Trail #2 (Stateline Trail) prior to beginning operations. The trail must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic at both ends of the trail. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

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

7.3.4 - 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)

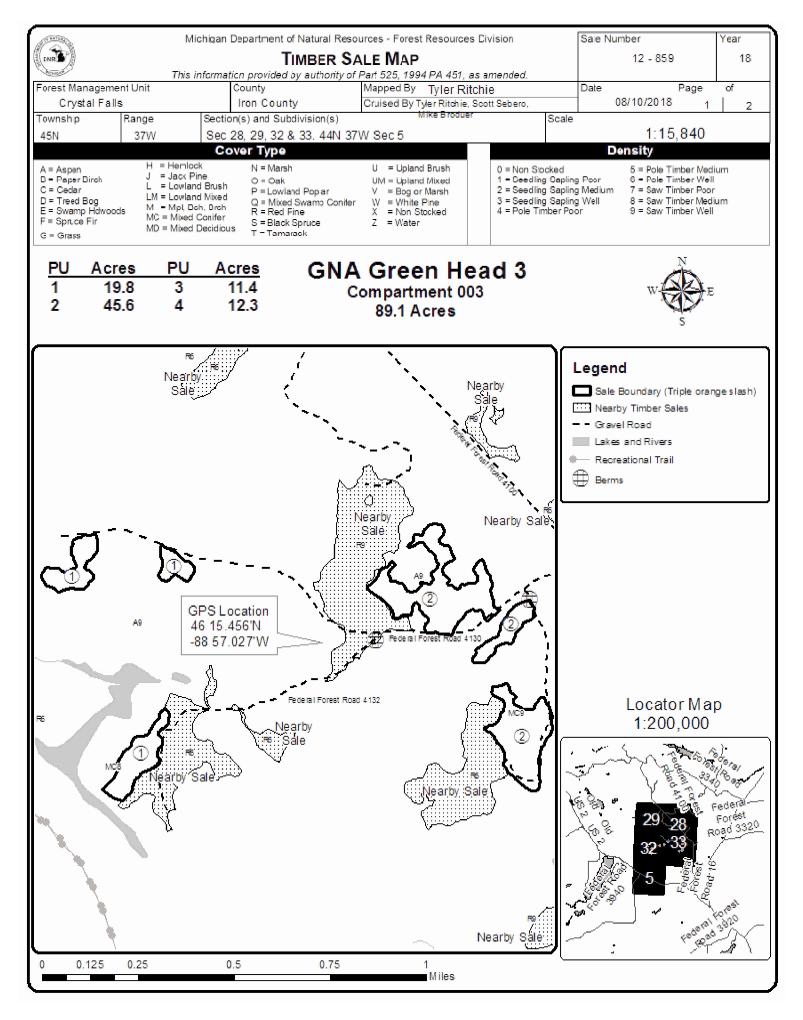
If Included Timber is destroyed or damaged by an unexpected event that changes the nature of Included Timber, such as wind, flood, insects, disease, or similar cause, the Purchaser shall bear the timber value loss resulting from such destruction or damage.

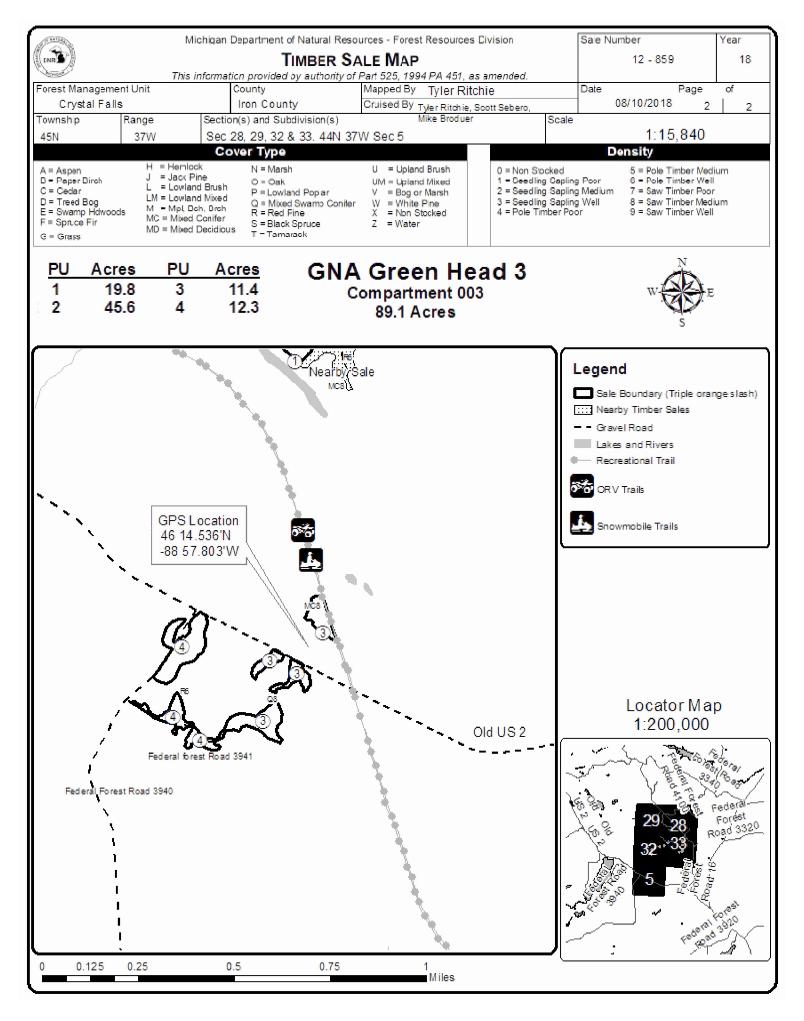
Deterioration or loss of timber value due to delay or interruption under 7.3.4 - GNA, contract suspension and modification, shall be borne by the party holding title. In this event, Included Timber to which USDA Forest Service holds title, Purchaser of the State GNA contract will not be obligated to 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.





TIMBER SALE INFORMATION

GNA Green Head Sale 1 (12-863-18)

T45N, R36W, SEC. 19; T45N, R37W, SEC. 13; T45N, R37W, SEC. 23; T45N, R37W, SEC. 24.

Iron County (Advertised Price \$107,036.55)

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'.

Access may be through private or 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*		ADVE	ERTISED PRICE
Sawtimber				
Paper Birch	75.60	MBF	\$	57.00 / MBF
Red Maple	11.20	MBF	\$	150.00 / MBF
Sugar Maple	2.80	MBF	\$	406.00 / MBF
Yellow Birch	0.90	MBF	\$	166.00 / MBF
Pulpwood				
Balsam Fir	165.00	Cords	\$	16.70 / Cord
Mixed Aspen	1,244.00	Cords	\$	39.25 / Cord
Mixed Hardwood	690.00	Cords	\$	22.60 / Cord
Mixed Spruce	649.00	Cords	\$	24.00 / Cord
Paper Birch	531.00	Cords	\$	19.95 / Cord
Red Pine	108.00	Cords	\$	59.40 / Cord

* The total volume is statistically estimated within plus (+) or minus (-) 9.82 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 \$10,704.00 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	2.1%
02	5.5%
03	6.2%
04	20.8%
05	15.6%
06	15.4%
07	11.4%
08	4.3%
09	9.3%
10	9.4%

4. If no cutting takes place, the 10% down payment will not be refunded.

5. Operations on the contract issued will terminate on 06/30/2021.

Description of Timber by Payment Unit (PU)

<u> </u>	· · · · · · · · · · · · · · · · · · ·	r ayment ont (r o	,	i		
PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Balsam Fir	Pulpwood	8.0	Cords	7.3	\$2,289.40
	Mixed Aspen	•	36.0	Cords		
	Quaking Aspen		36.0	Cords		
	Mixed Spruce		26.0	Cords		
	Black Spruce		4.0	Cords		
	White Spruce		22.0	Cords		
	Red Pine		2.0	Cords		
2	Paper Birch	Sawtimber	8.3	MBF	13.1	\$5,916.10
2	Red Maple	Sawtimber	4.2	MBF	15.1	ψ0,910.10
	Balsam Fir	Pulpwood	18.0	Cords		
	Mixed Aspen	Fulpwood	20.0	Cords		
	Quaking Aspen		20.0	Cords		
	Mixed Hardwood		20.0 107.0	Cords		
			98.0			
	Red Maple			Cords		
	Sugar Maple		9.0	Cords		
	Mixed Spruce		8.0	Cords		
	Black Spruce		4.0	Cords		
	White Spruce		4.0	Cords		
	Paper Birch		56.0	Cords		•••••
3	Balsam Fir	Pulpwood	2.0	Cords	10.3	\$6,645.70
	Mixed Aspen		3.0	Cords		
	Quaking Aspen		3.0	Cords		
	Paper Birch		1.0	Cords		
	Red Pine		109.0	Cords		
4	Paper Birch	Sawtimber	13.6	MBF	26.7	\$22,352.30
	Sugar Maple		0.9	MBF		
	Yellow Birch		0.9	MBF		
	Balsam Fir	Pulpwood	12.0	Cords		
	Mixed Aspen		330.0	Cords		
	B. T. Aspen		31.0	Cords		
	Quaking Aspen		299.0	Cords		
	Mixed Hardwood		131.0	Cords		
	Red Maple		87.0	Cords		
	Sugar Maple		31.0	Cords		
	Yellow Birch		13.0	Cords		
	Mixed Spruce		153.0	Cords		
	White Spruce		153.0	Cords		
	Paper Birch		64.0	Cords		
5	Paper Birch	Sawtimber	12.1	MBF	23.8	\$16,708.50
	Red Maple		2.3	MBF		
	Balsam Fir	Pulpwood	27.0	Cords		
	Mixed Aspen	-	154.0	Cords		
	B. T. Aspen		17.0	Cords		
	Quaking Aspen		137.0	Cords		
	Mixed Hardwood		131.0	Cords		
	Red Maple		70.0	Cords		
	Sugar Maple		26.0	Cords		
	Yellow Birch		35.0	Cords		
	Mixed Spruce		156.0	Cords		
	White Spruce		156.0	Cords		
	Paper Birch		124.0	Cords		
6		Sowtimbor	124.0	MBF	22.7	¢16 506 70
U	Paper Birch	Sawtimber			22.1	\$16,536.70
	Red Maple	Dulmucad	3.2	MBF		
	Balsam Fir	Pulpwood	3.0	Cords		
	Mixed Aspen		223.0	Cords		
	B. T. Aspen		96.0	Cords		

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
6 con't	Quaking Aspen	Pulpwood	127.0	Cords		
	Mixed Hardwood		39.0	Cords		
	Red Maple		39.0	Cords		
	Mixed Spruce		140.0	Cords		
	White Spruce		140.0	Cords		
	Paper Birch		109.0	Cords		
7	Paper Birch	Sawtimber	8.7	MBF	15.0	\$12,160.55
	Balsam Fir	Pulpwood	6.0	Cords		
	Mixed Aspen		187.0	Cords		
	B. T. Aspen		58.0	Cords		
	Quaking Aspen		129.0	Cords		
	Mixed Hardwood		61.0	Cords		
	Red Maple		32.0	Cords		
	Sugar Maple		29.0	Cords		
	Mixed Spruce		87.0	Cords		
	Black Spruce		16.0	Cords		
	White Spruce		71.0	Cords		
	Paper Birch		38.0	Cords		
8	Paper Birch	Sawtimber	4.2	MBF	11.6	\$4,575.10
	Balsam Fir	Pulpwood	24.0	Cords		
	Mixed Aspen		26.0	Cords		
	Quaking Aspen		26.0	Cords		
	Mixed Hardwood		83.0	Cords		
	Red Maple		50.0	Cords		
	Sugar Maple		23.0	Cords		
	Yellow Birch		10.0	Cords		
	Mixed Spruce		20.0	Cords		
	Black Spruce		17.0	Cords		
	, White Spruce		3.0	Cords		
	, Paper Birch		28.0	Cords		
9	Paper Birch	Sawtimber	9.7	MBF	20.1	\$9,951.05
-	Balsam Fir	Pulpwood	42.0	Cords	-	, , ,
	Mixed Aspen	- p	127.0	Cords		
	B. T. Aspen		12.0	Cords		
	Quaking Aspen		115.0	Cords		
	Mixed Hardwood		31.0	Cords		
	Red Maple		31.0	Cords		
	Mixed Spruce		49.0	Cords		
	White Spruce		49.0	Cords		
	Paper Birch		92.0	Cords		
10	Paper Birch	Sawtimber	4.3	MBF	13.8	\$10,079.35
	Red Maple		1.5	MBF		÷,
	Sugar Maple		1.9	MBF		
	Balsam Fir	Pulpwood	23.0	Cords		
	Mixed Aspen	. alphood	138.0	Cords		
	B. T. Aspen		56.0	Cords		
	Quaking Aspen		82.0	Cords		
	Mixed Hardwood		107.0	Cords		
	Red Maple		24.0	Cords		
	Sugar Maple		83.0	Cords		
	Mixed Spruce		10.0	Cords		
	-		10.0	Cords		
	White Spruce Paper Birch		<i>10.0</i> 19.0	Cords Cords		

TOTAL: 3,390.0 Cords

Sale Specific Conditions & Requirements

Sale Name: GNA Green Head Sale 1

Sale Number: 12-863-18 Seq#: 1

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (1/14)

The sale boundary is marked and identified by triple slash orange paint marks, with the exception of the southern boundary of Payment Units 5 & 10, which are unpainted and identified by FDR3350. Exterior sale boundary lines against private property are marked and identified by red paint. Interior Payment Unit boundaries are marked and identified by double slash orange paint marks, with the exception of the boundary between Payment Units 2 & 3, which is unpainted and identified by FH16. The painted boundary line trees are not Included Timber and are to be protected, unless otherwise directed by the Unit Manager or his/her 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, 2, and 4-10, cut all trees that are two (2) inches or more at DBH, except do not cut hemlock, cedar, red pine, white pine, black cherry, elm or oak. In addition, within Payment Unit 1, all trees are designated for cutting when marked with blue paint above and below stump height, regardless of merchantability.

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

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

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 10 inches.

2.2.8 - Utilization and removal (5/14)

All products not meeting standards set forth in General Condition and Requirement 2.2 - Utilization may not be removed from the sale area, e.g. tops. This is because this is a GNA sale and this volume is not included as part of the contract.

2.2.12 - GNA, cut and remove Included Timber (3/18)

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.

2.3 - Log Rule

2.3.1 - Log rule (12/08)

All board foot volumes of sawlog size products in this contract have been determined by the Scribner Decimal C Log Rule.

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 5% of trees (> 4.5" DBH) within a specified area of the sale are damaged, liquidated damages will be assessed for all trees damaged. Rates will be in accordance with General Condition and Requirement 3.4 Damaged Timber.

4 - Transportation

4.1 - Construction

4.1.3 - Slash and earthen piles (8/04)

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

4.1.5 - 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. Culverts must be removed and 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. Please notify the DNR 90 days prior to working on any crossings that will require a DEQ permit.

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)

Overgrown roads that are reopened 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. Temporary berms may be required if no sale activity occurs for 30 or more consecutive days.

4.1.8 - Road work (1) (8/07)

The following road work is required: The Purchaser will gravel all transitions onto USFS maintained (OML 3 or better) roads that are used during the timber sale. This work needs to be done prior to any hauling activity. The gravel used must be from a weed free source. In general, this will require between 5 and 10 yards of gravel per transition, and must be done to the satisfaction of the sale administrator. This requirement applies to FDR3350.

4.1.11 - Permits (2/12)

The Purchaser will secure any necessary County road permits that may be required.

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

4.2.1 - Hauling restriction (12/08)

Hauling may be restricted on forest roads by the Unit Manager or his/her representative. The restriction may occur during wet weather conditions.

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

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.

4.3 - Public Right-of-Way

4.3.2 - County R-O-W (12/06)

The county must be contacted prior to crossing or harvesting in the county road R-O-W. This applies to Payment Unit's 2 &

5 - Operations

- 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

5.2.3.1 - Operating restrictions (9/11)

Within Payment Unit(s) 4, 8, 9, and the small portion of Payment Unit 3 adjacent to north side of Payment Unit 4, unless changed by written agreement, cutting, skidding, and hauling are only permitted during frozen winter or dry summer conditions, where operations allow the rutting specifications of this sale to be met. This restriction is due to sensitive soils.

5.2.3.3 - Bark slippage restriction (3/09)

Within Payment Unit(s) 1-3, 5-7, & 10, unless changed by written agreement, cutting and skidding are not permitted during the period of April 15 to July 15. This restriction is because of bark slippage and spring breakup.

5.2.3.6 - Bark beetle restriction (12/08)

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

5.2.4 - Dead and Down Creation

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

To encourage grouse and other wildlife, in Payment Unit(s) 2 and 4-10, leave one, 12" diameter or larger log-length (8 foot minimum) piece on the ground for every 2 acres. These will be evenly scattered throughout the unit. This can be an unmerchantable piece or a full tree.

5.2.30 - 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 by July 15 following harvest completion to allow for re-vegetation before the dry 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 6 inches or greater in depth and 25 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.

5.4.4 - 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.

5.4.6 - Wet area protection (5/10)

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

5.6 - 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.

5.7 - Protection of Historical Sites

5.7.1 - Historical sites (7/12)

The Purchaser shall not cut live or dead trees or operate equipment within historical sites. Historical sites are marked with an orange triple slash boundary line, along with red and black flagging. The Purchaser shall protect historical sites from damage

by the Purchaser's operations. If Purchaser's operations have cut or damaged historical sites through carelessness, the Purchaser shall pay \$1,000.00 as fixed, agreed and liquidated damages for each acre or part thereof cut or damaged.

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 FH16 & FDR3350 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

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

7.3.4 - 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.

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(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)

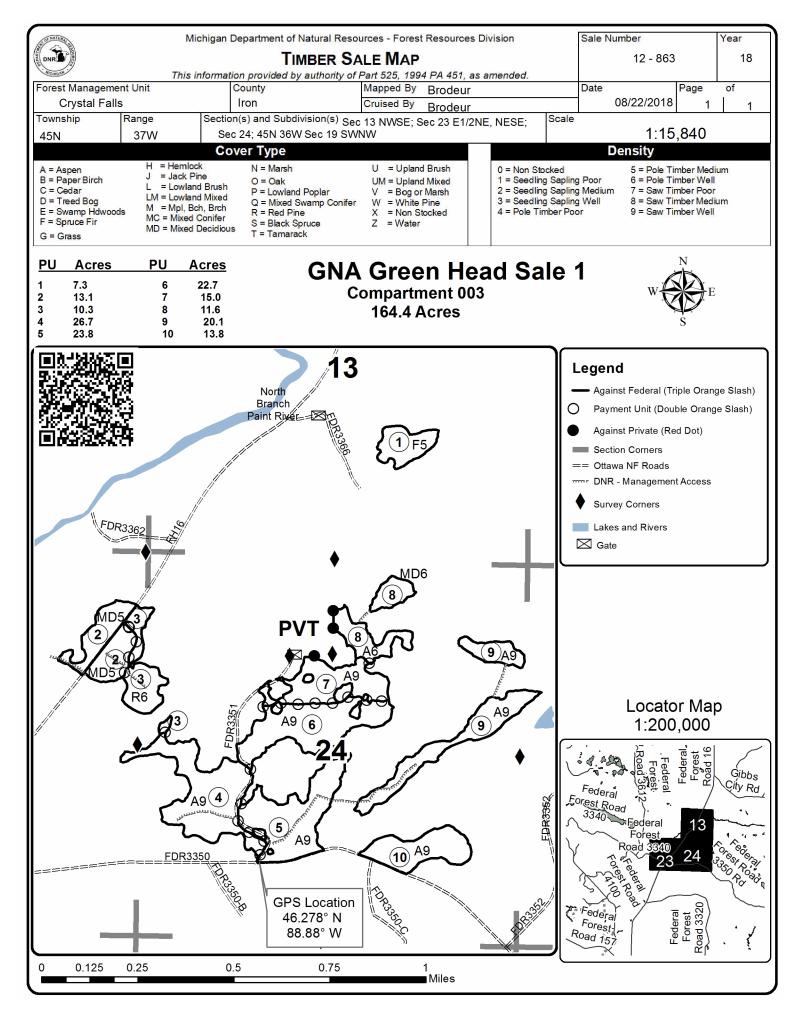
If Included Timber is destroyed or damaged by an unexpected event that changes the nature of Included Timber, such as wind, flood, insects, disease, or similar cause, the Purchaser shall bear the timber value loss resulting from such destruction or damage.

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.



TIMBER SALE INFORMATION

GNA Green Head Sale 2 (12-864-18)

T44N, R36W, SEC. 7; T45N, R37W, SEC. 15; T45N, R37W, SEC. 16; T45N, R37W, SEC. 22; T45N, R37W, SEC. 27. Iron County (Advertised Price \$45,561.65)

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'.

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 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>	ADVERTISED PRICE	
Sawtimber					
Paper Birch	10.30	MBF	\$	57.00 / MBF	
Red Maple	4.30	MBF	\$	150.00 / MBF	
Sugar Maple	5.40	MBF	\$	406.00 / MBF	
Pulpwood					
Balsam Fir	101.00	Cords	\$	16.70 / Cord	
Black Spruce	20.00	Cords	\$	24.00 / Cord	
Mixed Aspen	489.00	Cords	\$	39.25 / Cord	
Mixed Hardwood	379.00	Cords	\$	22.60 / Cord	
Paper Birch	252.00	Cords	\$	19.95 / Cord	
Red Pine	106.00	Cords	\$	59.40 / Cord	
White Spruce	37.00	Cords	\$	24.00 / Cord	

* The total volume is statistically estimated within plus (+) or minus (-) 10.31 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of \$2,415.00 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	8.3%
02	40.6%
03	7.6%
04	24.5%
05	19.0%

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 b	y Payment Unit (I	PU)
Booonption		<i>y</i> i ayinont onit (i	· •,

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Paper Birch	Sawtimber	4.8	MBF	7.6	\$3,801.50
	Red Maple		0.9	MBF		
	Balsam Fir	Pulpwood	9.0	Cords		
	Black Spruce		2.0	Cords		
	Mixed Aspen		31.0	Cords		
	Quaking Aspen		31.0	Cords		
	Mixed Hardwood		22.0	Cords		
	Red Maple		17.0	Cords		
	Sugar Maple		5.0	Cords		
	Paper Birch		67.0	Cords		
	White Spruce		6.0	Cords		
2	Paper Birch	Sawtimber	4.0	MBF	30.4	\$19,688.45
	Red Maple		2.5	MBF		
	Sugar Maple		4.2	MBF		
	Balsam Fir	Pulpwood	31.0	Cords		
	Mixed Aspen		232.0	Cords		
	B. T. Aspen		3.0	Cords		
	Quaking Aspen		229.0	Cords		
	Mixed Hardwood		212.0	Cords		
	Red Maple		139.0	Cords		
	Sugar Maple		71.0	Cords		
	Yellow Birch		2.0	Cords		
	Paper Birch		133.0	Cords		
	White Spruce		13.0	Cords		
3	Balsam Fir	Pulpwood	13.0	Cords	8.5	\$3,453.65
5	Black Spruce	Fulpwood	14.0	Cords	0.5	φ0,400.00
	Mixed Aspen		24.0	Cords		
	Quaking Aspen		24.0	Cords		
	Mixed Hardwood		37.0	Cords		
	Red Maple		37.0	Cords		
	Paper Birch		47.0	Cords		
	White Spruce		3.0	Cords		
4		Countinghor			00 F	¢44.405.05
4	Paper Birch	Sawtimber	1.5	MBF	23.5	\$11,165.25
	Red Maple		0.9	MBF MBF		
	Sugar Maple	Dulawaad	1.2			
	Balsam Fir	Pulpwood	45.0	Cords		
	Mixed Aspen		174.0	Cords		
	Quaking Aspen		174.0	Cords		
	Mixed Hardwood		108.0	Cords		
	Red Maple		55.0	Cords		
	Sugar Maple		46.0	Cords		
	Yellow Birch		7.0	Cords		
	Paper Birch		5.0	Cords		
_	White Spruce		14.0	Cords		
5	Balsam Fir	Pulpwood	2.0	Cords	12.0	\$8,640.80
5			28.0	Cords		
5	Mixed Aspen		and the second			
0	Quaking Aspen		28.0	Cords		
0	<i>Quaking Aspen</i> Red Pine		126.0	Cords		
5	Quaking Aspen			1		
5	<i>Quaking Aspen</i> Red Pine	TOTAL:	126.0	Cords		

Sale Specific Conditions & Requirements

Sale Name: GNA Green Head Sale 2

Sale Number: 12-864-18 Seq#: 1

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (1/14)

The sale boundary is marked and identified by triple slash orange paint marks. The painted boundary line trees are not Included Timber and are to be protected, unless otherwise directed by the Unit Manager or his/her 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 - 4, cut all trees that are two (2) inches or more at DBH, except do not cut hemlock, cedar, red pine, white pine, black cherry, elm or oak.

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

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

2.2 - Utilization

2.2.1 - 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 10 inches.

2.2.12 - GNA, cut and remove Included Timber (3/18)

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.

2.3 - Log Rule

2.3.1 - Log rule (12/08)All board foot volumes of sawlog size products in this contract have been determined by the Scribner Decimal C Log Rule.

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 5% of trees (> 4.5" DBH) within a specified area of the sale are damaged, liquidated damages will be assessed for all trees damaged. Rates will be in accordance with General Condition and Requirement 3.4 Damaged Timber.

4 - Transportation

4.1 - Construction

4.1.3 - Slash and earthen piles (8/04)

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

4.1.5 - 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. Culverts must be removed and 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. Please notify the DNR 90 days prior to working on any crossings that will require a DEQ permit.

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)

Overgrown roads that are reopened 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. Temporary berms may be required if no sale activity occurs for 30 or more consecutive days.

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

4.2.1 - Hauling restriction (12/08)

Hauling may be restricted on forest roads by the Unit Manager or his/her representative. The restriction may occur during wet weather conditions.

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

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. The Unit Manager or his/her representative must be contacted at least 10 days in advance to schedule the conference.

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

5.2.3.1 - Operating restrictions (9/11)

Within Payment Unit(s) 3, unless changed by written agreement, cutting, skidding, and hauling are only permitted during frozen conditions or dry summer drought conditions. This restriction is due to sensitive soils.

5.2.3.3 - Bark slippage restriction (3/09)

Within Payment Unit(s) 1, 2, 4 & 5, unless changed by written agreement, cutting and skidding are not permitted during the period of April 15 to July 15. This restriction is because of bark slippage and spring breakup.

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.

5.2.30 - 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 by July 15 following harvest completion to allow for re-vegetation before the dry 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 6 inches or greater in depth and 25 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.

5.4.4 - 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.

5.4.6 - Wet area protection (5/10)

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

5.6 - 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.

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 NFR 16, 3340, 3270 & 3120 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.

6.2.2 - Snowmobile trail posting (8/09)

The Purchaser is responsible for posting and maintaining caution signs on Bessemer Snowmobile Trail 2 prior to beginning operations during the snowmobile season (approximately December 1 to March 31). The trail 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

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

7.3.4 - 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.

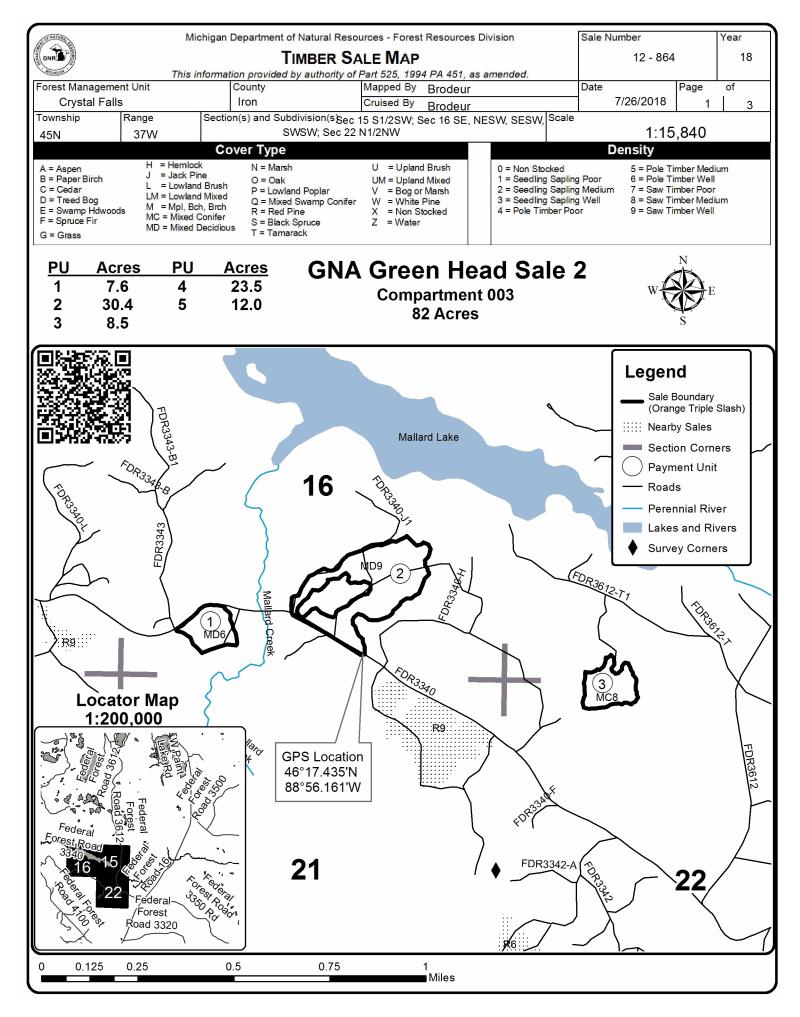
7.10 - Certified Timber

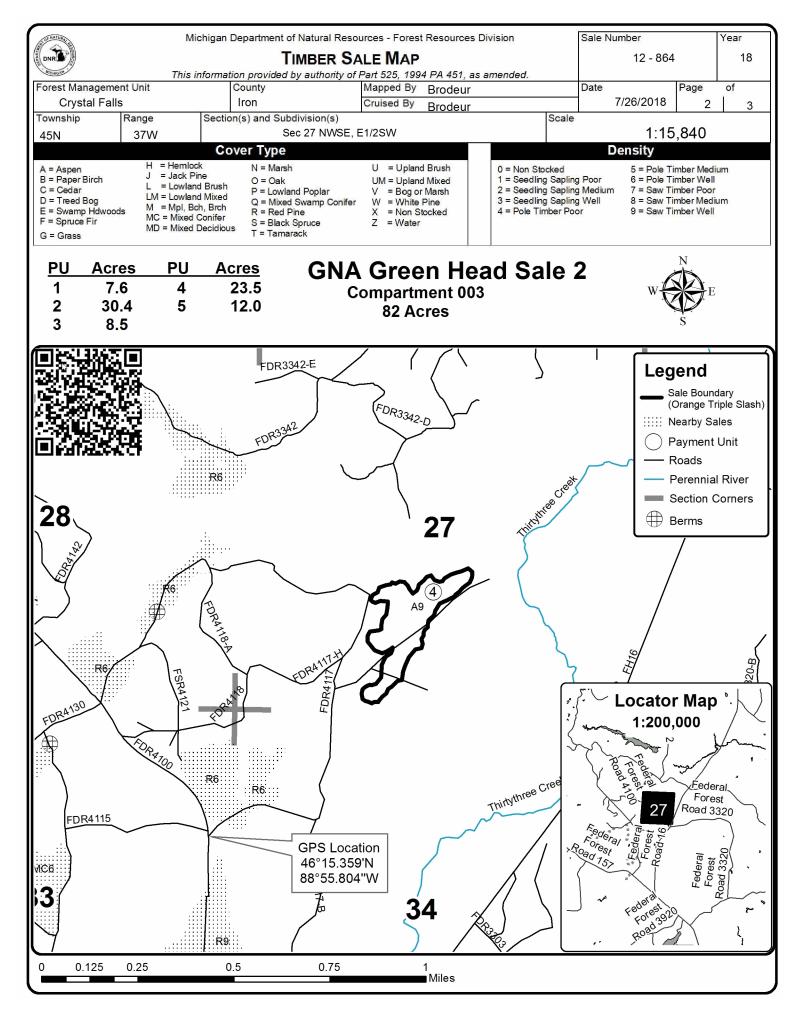
7.10.1 - Non-certified timber (2/16)

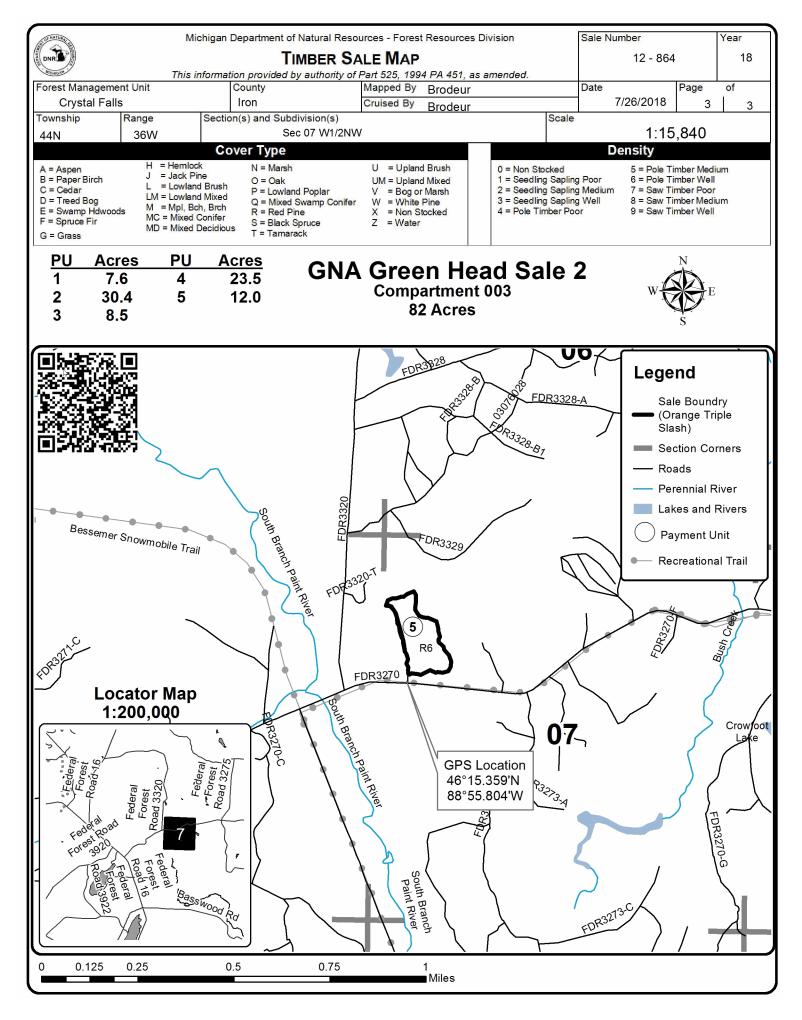
The area encompassed by this timber sale is not certified to the standards of the Forest Stewardship Council (FSC) or the Sustainable Forestry Initiative (SFI). Forest products from this sale may not be delivered to the mill as "FSC and / or SFI certified". The lands within this sale belong to the National 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 8/30/2018 3:09:11PM







TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

BID FORM

GNA Green Head Sale 1 (12-863-18)

T45N, R36W, SEC. 19; T45N, R37W, SEC. 13; T45N, R37W, SEC. 23; T45N,

In response to the notice of sale to be held 8:30 a.m. (local time) on September 26, 2018, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

	ODUCTS & SPECIES wtimber	<u>ESTIMATED</u>	VOLUME*	<u>AD</u>	VERTISED PRICE	BID PRICE/UNIT
	Paper Birch	75.60	MBF	\$	57.00/MBF	\$
	Red Maple	11.20	MBF	\$	150.00/MBF	\$
	Sugar Maple	2.80	MBF	\$	406.00/MBF	\$
	Yellow Birch	0.90	MBF	\$	166.00/MBF	\$
Pul	pwood					
	Balsam Fir	165.00	Cords	\$	16.70/Cord	\$
	Mixed Aspen	1,244.00	Cords	\$	39.25/Cord	\$
	Mixed Hardwood	690.00	Cords	\$	22.60/Cord	\$
	Mixed Spruce	649.00	Cords	\$	24.00/Cord	\$
	Paper Birch	531.00	Cords	\$	19.95/Cord	\$
	Red Pine	108.00	Cords	\$	59.40/Cord	\$

*The volumes are statistically estimated within plus (+) or minus (-) 9.82 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 AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.

Individual or company representative's signature:

Phone number :_____ Email (optional):_____

_____ Date:_____

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

AT OF NATURAL RE	Michigan Department of Natur Forest Resources Div		FOR DEPARTMENT USE ONLY				
Wallo .		F	Sale Number (XX – XXX – XX – XX)				
"/CHIGAN		—	v				
			Y Forest Management Unit:				
	COMPENSATION ACT C	OMPLIANCE					
	As required by Act 317, P.A. 1969 (Work Part 5 of Act 451 of 1994, as	amended.					
VERIFI	CATION OF WORKER'S DISABILIT		ION ACT COMPLIANCE				
	s verification must be completed and e contract.	submitted within 2	21 days of contract award and prior to the issuance of the timber				
	addition, if boxes 2B or 2C are check enty-one (21) days of the contract awa		Exclusion or Certificate of Insurance must be submitted within issuance of the timber sale contract.				
• All	Information must be typed or printed	except for written s	signatures.				
Please	Check Appropriate Categories:						
1. My	business is organized as (you must	check one of the	boxes below):				
A. [Sole Proprietorship (individual)						
В. [Partnership						
C. [Corporation						
2. You	u must check one of the boxes below	<i>w</i> .					
			employees but the sole proprietor. I am not subject to the				
В.[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. [y. I will provide an original Certificate of Insurance within twenty-				
	ou have checked item 2(A) or 2(B), n yourself, including family members		te the number of both full-time and part-time employees, other ers (if none, you must enter "0").				
	Full-time En	nployees	Part-time Employees				
Name of I	Business		Federal ID (or) Social Security No.				
Address			Telephone				
City		State	ZIP				
l hereby	certify that the above information is	true and correct	I agree to notify the Michigan DNR of any changes that occur				
	rs affecting my coverage during any o						
Signet	ture of Owner or Authorized Representative						
Signat	are of Owner of Authonized Representative						
Title	Title Date						

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

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

TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

BID FORM

GNA Green Head Sale 2 (12-864-18)

T44N, R36W, SEC. 7; T45N, R37W, SEC. 15; T45N, R37W, SEC. 16; T45N, R37W,

In response to the notice of sale to be held 8:30 a.m. (local time) on September 26, 2018, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES Sawtimber	ESTIMATED	VOLUME*	<u>AD</u>	VERTISED PRICE	BID PRICE/UNIT
Paper Birch	10.30	MBF	\$	57.00/MBF	\$
Red Maple	4.30	MBF	\$ \$	150.00/MBF	\$
Sugar Maple	5.40	MBF	\$	406.00/MBF	\$
Pulpwood			Ŧ		·
Balsam Fir	101.00	Cords	\$	16.70/Cord	\$
Black Spruce	20.00	Cords	\$	24.00/Cord	\$
Mixed Aspen	489.00	Cords	\$	39.25/Cord	\$
Mixed Hardwood	379.00	Cords	\$	22.60/Cord	\$
Paper Birch	252.00	Cords	\$	19.95/Cord	\$
Red Pine	106.00	Cords	\$	59.40/Cord	\$
White Spruce	37.00	Cords	\$	24.00/Cord	\$
1					

*The volumes are statistically estimated within plus (+) or minus (-) 10.31 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 AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.

Individual or company representative's signature:

Phone number :_____ Email (optional):_____

_____ Date:_____

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

AT OF NATURAL RE	Michigan Department of Natur Forest Resources Div		FOR DEPARTMENT USE ONLY				
Wallo .	TIMBER SAL	F	Sale Number (XX – XXX – XX – XX)				
"/CHIGAN	VERIFICATION OF WORKE	—	v				
			Y Forest Management Unit:				
	COMPENSATION ACT C	OMPLIANCE					
	As required by Act 317, P.A. 1969 (Work Part 5 of Act 451 of 1994, as	amended.					
VERIFI	CATION OF WORKER'S DISABILIT		ION ACT COMPLIANCE				
	s verification must be completed and e contract.	submitted within 2	21 days of contract award and prior to the issuance of the timber				
	addition, if boxes 2B or 2C are check enty-one (21) days of the contract awa		Exclusion or Certificate of Insurance must be submitted within issuance of the timber sale contract.				
• All	Information must be typed or printed	except for written s	signatures.				
Please	Check Appropriate Categories:						
1. My	business is organized as (you must	check one of the	boxes below):				
A. [Sole Proprietorship (individual)						
В. [Partnership						
C. [Corporation						
2. You	u must check one of the boxes below	<i>w</i> .					
			employees but the sole proprietor. I am not subject to the				
В.[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. [y. I will provide an original Certificate of Insurance within twenty-				
	ou have checked item 2(A) or 2(B), n yourself, including family members		te the number of both full-time and part-time employees, other ers (if none, you must enter "0").				
	Full-time En	nployees	Part-time Employees				
Name of I	Business		Federal ID (or) Social Security No.				
Address			Telephone				
City		State	ZIP				
l hereby	certify that the above information is	true and correct	I agree to notify the Michigan DNR of any changes that occur				
	rs affecting my coverage during any o						
Signet	ture of Owner or Authorized Representative						
Signat	are of Owner of Authonized Representative						
Title	Title Date						

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

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

TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

BID FORM

GNA Green Head Sale 3 (12-859-18)

T44N, R37W, SEC. 5; T45N, R37W, SEC. 28; T45N, R37W, SEC. 29; T45N, R37W,

In response to the notice of sale to be held 8:30 a.m. (local time) on September 26, 2018, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES Pulpwood	<u>ESTIMATED</u>	VOLUME*	<u>AD\</u>	ERTISED PRICE	BID PRICE/UNIT
Balsam Fir	203.00	Cords	\$	16.70/Cord	\$
Jack Pine	59.00	Cords	\$	42.05/Cord	\$
Mixed Hardwood	56.00	Cords	\$	22.60/Cord	\$
Mixed Spruce	277.00	Cords	\$	24.00/Cord	\$
Quaking Aspen	640.00	Cords	\$	39.25/Cord	\$
Red Pine	139.00	Cords	\$	59.40/Cord	\$
Tamarack	6.00	Cords	\$	16.05/Cord	\$

*The volumes are statistically estimated within plus (+) or minus (-) 16.24 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	RITY NUMBER:	
Company or individual bidding:			
Company representative's name:			
Address:			-
City:	State:	Zip:	_

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

Individual or company representative's signature: ______ Date: ______

Phone number : Email (optional):

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

AT OF NATURA	Michigan Department of Natur Forest Resources Div		FOR DEPARTMENT USE ONLY
BY DNR		F	Sale Number (XX – XXX – XX – XX)
MCHIGA*			
			Forest Management Unit:
		-	
	As required by Act 317, P.A. 1969 (Work Part 5 of Act 451 of 1994, as	s amended.	
	ICATION OF WORKER'S DISABILIT	TY COMPENSATION AC	
	is verification must be completed and le contract.	submitted within 21 days	of contract award and prior to the issuance of the timber
	addition, if boxes 2B or 2C are check enty-one (21) days of the contract awa		ion or Certificate of Insurance must be submitted within e of the timber sale contract.
• AI	Information must be typed or printed	except for written signatu	res.
Please	Check Appropriate Categories:		
1. M	/ business is organized as (you must	check one of the boxes	below):
Α.	Sole Proprietorship (individual)		
	Partnership		
C.	Corporation		
2. Yo	ou must check one of the boxes below	V:	
A.	I certify my business is a sole propriet Worker's Compensation Laws.	orship and it has no employ	ees but the sole proprietor. I am not subject to the
В.	I certify my business has satisfied its of Exclusion (BWC-337, Rev. 5/96). I w	ill provide a copy of the Noti	ompensation Act through the use of an approved Notice of ce of Exclusion within 21 days of the contract award. (For mpensation Bureau at 517-322-1195).
C.	I certify my business has a Worker's C one (21) days of the contract award.	Compensation Policy. I will	provide an original Certificate of Insurance within twenty-
	you have checked item 2(A) or 2(B), an yourself, including family members		umber of both full-time and part-time employees, other one, you must enter "0").
	Full-time Er	nployees	Part-time Employees
Name of	Business	Federa	l ID (or) Social Security No.
Address		Teleph	one
		()
City		State ZIP	
l heret	y certify that the above information is	true and correct. I agree	to notify the Michigan DNR of any changes that occur
	rs affecting my coverage during any o		
Sign	ture of Owner or Authorized Representative		-
Sign			
Title			Date

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

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