



**DEPARTMENT OF NATURAL RESOURCES
STATE OF MICHIGAN**

TIMBER SALE PROSPECTUS #6545

SCHEDULED SALE DATE AND TIME: 9:00 a.m. (local time) on September 30, 2019.

LOCATION: GRAYLING MGMT UNIT, 1955 HARTWICK PINES ROAD, GRAYLING, MI 49738.

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

GNA Smith Pine Oak South (72-802-19) / T26N, R05E, SEC. 4 , NWNW.

T26N, R05E, SEC. 5 , NENW,S1/2NW,NE,SW,NWSE.

T26N, R05E, SEC. 6 , SE.

T26N, R05E, SEC. 8 , NENW.

Alcona County, Advertised Price \$253,531.50, 299.0 Acres, Hardwood, White Pine.

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

- Timber sale follows USFS paint color scheme.
- Oak wilt restrictions apply.
- Chipping of limbs and tops is not permitted.
- Purchaser is encouraged to cut during snow off conditions.
- Access roads into sale area will likely require improvements ie. brushing, grading, and possibly some gravel in spots.

Access may be through other public land.

GNA Smith Pine Oak North (72-803-19) / T26N, R05E, SEC. 5 , NW,NWNE,NWSW.

T26N, R05E, SEC. 6 , E1/2NW,NE,N1/2SE.

T27N, R05E, SEC. 32, SWSW.

Alcona County, Advertised Price \$271,544.50, 287.0 Acres, Hardwood, Red Pine.

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

- Timber sale follows USFS paint color scheme.
- Oak wilt restrictions apply.
- Chipping of limbs and tops not permitted in Payment Units 3-7.
- Within Payment Units 1 and 2, tops must be chipped. See Sale Condition 2.2.2 for more details.
- Access roads into sale area will likely require improvements ie. brushing, grading, and possibly some gravel in spots.
- Purchaser is encouraged to cut during snow off conditions.

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, GRAYLING OFFICE, 1955 HARTWICK PINES ROAD, GRAYLING, MI 49738, no later than 9:00 a.m. (local time) on September 30, 2019. For further information concerning this sale, contact Tom Barnes at 989-348-6371 extension 7440.

2. Bidder's Qualifications (5/16)

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

3. Preparation of Sealed Bids (5/16)

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

4. Submission of Sealed Bids (5/16)

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

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

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

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

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

6. Award of Contract (1/11)

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

7. Down Payment (1/11)

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

8. Performance Security (1/11)

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

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

9. Timber Sale Contract (7/18)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DAN EICHINGER
Director

TIMBER SALE INFORMATION

GNA Smith Pine Oak South (72-802-19)

T26N, R05E, SEC. 4; T26N, R05E, SEC. 5; T26N, R05E, SEC. 6; T26N, R05E, SEC. 8.

Alcona County (Advertised Price \$253,531.50)

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'.

- Timber sale follows USFS paint color scheme.
- Oak wilt restrictions apply.
- Chipping of limbs and tops is not permitted.
- Purchaser is encouraged to cut during snow off conditions.
- Access roads into sale area will likely require improvements ie. brushing, grading, and possibly some gravel in spots.

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:

<u>PRODUCTS & SPECIES</u>	<u>ESTIMATED UNITS*</u>		<u>ADVERTISED PRICE</u>
Sawtimber			
BI/R/Hybrid Oak	534.40	MBF	\$ 195.00 / MBF
Red Maple	178.70	MBF	\$ 73.00 / MBF
Red Pine	104.00	MBF	\$ 119.00 / MBF
White Oak	284.30	MBF	\$ 84.00 / MBF
White Pine	141.20	MBF	\$ 58.00 / MBF
Pulpwood			
BI/R/Hybrid Oak	1,005.00	Cords	\$ 24.05 / Cord
Paper Birch	35.00	Cords	\$ 16.80 / Cord
Red Maple	938.00	Cords	\$ 36.00 / Cord
Red Pine	138.00	Cords	\$ 41.85 / Cord
White Oak	662.00	Cords	\$ 24.05 / Cord
White Pine	401.00	Cords	\$ 28.95 / Cord

* The total volume is statistically estimated within plus (+) or minus (-) 8.79 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

BOND AND PAYMENT SCHEDULE:

1. A bond in the amount of \$12,677.00 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	19.2%
02	17.3%
03	18.9%
04	16.8%
05	11.9%
06	8.1%
07	7.8%

4. If no cutting takes place, the 10% down payment will not be refunded.
5. Operations on the contract issued will terminate on 04/15/2022.

Description of Timber by Payment Unit (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE					
1	BI/R/Hybrid Oak <i>BI/R/Hybrid Oak</i> <i>Northern Pin Oak</i> <i>Red Oak</i> Red Maple Red Pine White Oak White Pine BI/R/Hybrid Oak Paper Birch Red Maple Red Pine White Oak White Pine	Sawtimber	100.9	MBF	51.2	\$48,830.30					
			34.0	<i>MBF</i>							
			15.9	<i>MBF</i>							
			51.0	<i>MBF</i>							
			33.3	MBF							
			23.2	MBF							
			58.8	MBF							
			32.3	MBF							
		Pulpwood	171.0	Cords							
			9.0	Cords							
			183.0	Cords							
			14.0	Cords							
			128.0	Cords							
			91.0	Cords							
			2	BI/R/Hybrid Oak <i>BI/R/Hybrid Oak</i> <i>Northern Pin Oak</i> <i>Red Oak</i> Red Maple Red Pine White Oak White Pine BI/R/Hybrid Oak Paper Birch Red Maple Red Pine White Oak White Pine			Sawtimber	90.7	MBF	45.9	\$43,770.85
								30.5	<i>MBF</i>		
14.3	<i>MBF</i>										
45.9	<i>MBF</i>										
29.9	MBF										
20.8	MBF										
52.8	MBF										
29.0	MBF										
Pulpwood	154.0	Cords									
	7.0	Cords									
	164.0	Cords									
	12.0	Cords									
	115.0	Cords									
	80.0	Cords									
	3	BI/R/Hybrid Oak <i>BI/R/Hybrid Oak</i> <i>Northern Pin Oak</i> <i>Red Oak</i> Red Maple Red Pine White Oak White Pine BI/R/Hybrid Oak Paper Birch Red Maple Red Pine White Oak White Pine			Sawtimber	99.1	MBF	50.2	\$47,839.05		
						33.3	<i>MBF</i>				
15.6			<i>MBF</i>								
50.2			<i>MBF</i>								
32.7			MBF								
22.7			MBF								
57.7			MBF								
31.7			MBF								
Pulpwood			168.0	Cords							
			8.0	Cords							
			179.0	Cords							
			13.0	Cords							
			126.0	Cords							
			88.0	Cords							
			4	BI/R/Hybrid Oak <i>BI/R/Hybrid Oak</i> <i>Northern Pin Oak</i> <i>Red Oak</i> Red Maple Red Pine White Oak White Pine BI/R/Hybrid Oak Paper Birch Red Maple Red Pine White Oak White Pine	Sawtimber	88.3	MBF			44.7	\$42,638.80
						29.7	<i>MBF</i>				
13.9	<i>MBF</i>										
44.7	<i>MBF</i>										
29.1	MBF										
20.2	MBF										
51.4	MBF										
28.2	MBF										
Pulpwood	150.0	Cords									
	7.0	Cords									
	160.0	Cords									
	12.0	Cords									
	112.0	Cords									
	78.0	Cords									

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE						
5	BI/R/Hybrid Oak	Sawtimber	62.3	MBF	31.6	\$30,065.40						
			<i>BI/R/Hybrid Oak</i>	20.9			<i>MBF</i>					
			<i>Northern Pin Oak</i>	9.9			<i>MBF</i>					
			<i>Red Oak</i>	31.5			<i>MBF</i>					
	Red Maple	20.6	MBF									
	Red Pine	14.2	MBF									
	White Oak	36.2	MBF									
	White Pine	19.9	MBF									
	BI/R/Hybrid Oak	Pulpwood	106.0	Cords								
			Paper Birch	5.0			Cords					
			Red Maple	113.0			Cords					
			Red Pine	8.0			Cords					
			White Oak	79.0			Cords					
			White Pine	55.0			Cords					
			6	BI/R/Hybrid Oak			Sawtimber	47.5	MBF	38.5	\$20,656.45	
								<i>BI/R/Hybrid Oak</i>	16.7			<i>MBF</i>
<i>Northern Pin Oak</i>	26.0	<i>MBF</i>										
<i>Red Oak</i>	4.8	<i>MBF</i>										
Red Maple	16.9	MBF										
Red Pine	1.5	MBF										
White Oak	14.0	MBF										
White Pine	0.1	MBF										
BI/R/Hybrid Oak	Pulpwood	132.0		Cords								
		Red Maple		71.0	Cords							
		Red Pine		40.0	Cords							
		White Oak		52.0	Cords							
		White Pine		5.0	Cords							
		7		BI/R/Hybrid Oak	Sawtimber	45.6	MBF	36.9	\$19,747.45			
						<i>BI/R/Hybrid Oak</i>	16.0					<i>MBF</i>
						<i>Northern Pin Oak</i>	25.0					<i>MBF</i>
<i>Red Oak</i>	4.6		<i>MBF</i>									
Red Maple	16.2		MBF									
Red Pine	1.4		MBF									
White Oak	13.4		MBF									
BI/R/Hybrid Oak	Pulpwood		124.0	Cords								
			Red Maple	68.0	Cords							
			Red Pine	39.0	Cords							
			White Oak	50.0	Cords							
			White Pine	4.0	Cords							
			TOTAL:			1,242.6	MBF					
			TOTAL:			3,180.0	Cords					

Sale Specific Conditions & Requirements

Sale Name: GNA Smith Pine Oak South

Sale Number: 72-802-19 Seq#: 1

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (1/14)

The sale boundary and Payment Unit boundaries are marked and identified by orange paint. The orange marked boundary trees are not Included Timber and are to be protected.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 6 & 7, all trees are designated for cutting when marked with blue paint above and below stump height, regardless of merchantability. In addition, all red maple is designated for cutting.

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

Within Payment Unit(s) 1-5, cut all trees that are two (2) inches or more at DBH except, do not cut aspen, ash or any trees marked with orange paint above and below stump height.

2.2 - Utilization

2.2.6 - Roundwood operation required (5/07)

The skidding of whole trees or tree segments with limbs attached is prohibited. All products must be produced as roundwood and forwarded to existing roads or landing areas in final product length.

2.2.10 - No chipping tops and limbs (8/16)

Within Payment Unit(s) 1-7, chipping of limbs or tops is not permitted. Limbs and the remaining top must be left on site and scattered.

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.

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (7/14)

Payment Unit(s) may be divided at the request of the Purchaser and upon approval of the Unit Manager. Dividing Payment Units is a contract modification which requires a Timber Sale Contract Supplement.

4 - Transportation

4.1 - Construction

4.1.6 - Road construction (1/09)

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

4.1.7 - Road closure (10/11)

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

4.1.11 - Permits (2/12)

The Purchaser will secure any necessary highway and stream crossing permits that may be required.

5 - Operations

5.1 - Notification

5.1.1 - Pre-sale conference (10/16)

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

5.2 - 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

5.2.3.5 - Oak wilt restriction (1/18)

Within Payment Unit(s) 1-7, unless changed by written agreement, cutting, skidding, hauling within the sale and brushing of access roads to the sale are not permitted during the period of April 15 to July 15. Operations may be allowed if specific steps are taken to prevent damaging uncut oak during the high risk period. Those steps may include completing all road brushing before April 15th and clearing a tree-length buffer along uncut oak cover before April 15th. Allowable operations would only include hauling wood that is decked prior to the start of the restricted period. Cutting and skidding will not be possible due to risk of damaging residual timber. This is necessary to reduce the spread of oak wilt. For more information, contact the Unit Manager or his/her representative.

5.2.22 - Operating Caution

5.2.22.1 - Operating caution (6/11)

It is recommended, but not required, that within Payment Unit(s) 1-7, cutting, skidding, and hauling occur during snow off conditions. The reason for the recommendation is for better soil scarification.

5.2.32 - Decking/landing restoration (9/13)

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

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

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

5.4 - Soil Protection

5.4.1 - Rutting restriction, general (7/16)

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

5.4.4 - Slope protection (9/19)

Skid trails and roads on slopes shall be water barred with slash and stumps 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.

6 - Safety and Fire Prevention

6.2 - Signing

6.2.1 - Road posting (9/09)

The Purchaser is responsible for posting and maintaining caution signs on Forest Road 4312 and Dejarlais Rd prior to beginning operations. The road must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

7 - Other Conditions

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.



Sale Number	Year
72 - 802	19

TIMBER SALE MAP

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

Forest Management Unit Grayling	County Alcona	Mapped By Scott McClarren, Contractor (Jacques)	Date 09/03/2019	Page 1	of 1
Township 26N	Range 05E	Section(s) and Subdivision(s) Sec. 4 NWNW, Sec. 5 NENW, S1/2NW, NE, SW, NWSE, Sec. 6 SE, Sec.8 NENW	Scale 1:15,840		

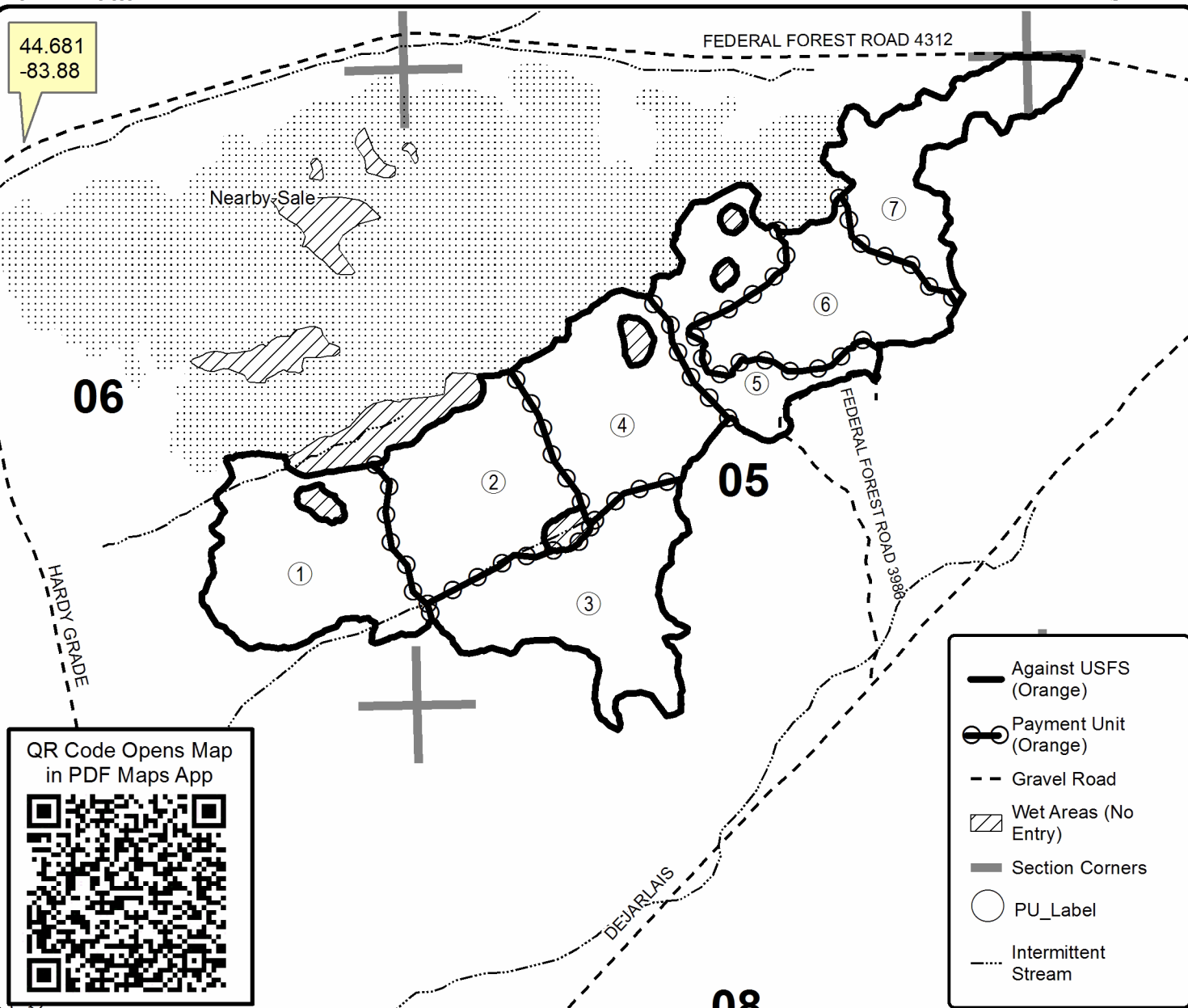
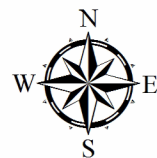
Cover Type				Density	
A = Aspen	H = Hemlock	N = Marsh	U = Upland Brush	0 = Non Stocked	5 = Pole Timber Medium
B = Paper Birch	J = Jack Pine	O = Oak	UM = Upland Mixed	1 = Seedling Sapling Poor	6 = Pole Timber Well
C = Cedar	L = Lowland Brush	P = Lowland Poplar	V = Bog or Marsh	2 = Seedling Sapling Medium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

PU	Acres	PU	Acres
1	51.2	5	31.7
2	45.8	6	38.5
3	50.2	7	36.9
4	44.7		

GNA Smith Pine Oak South

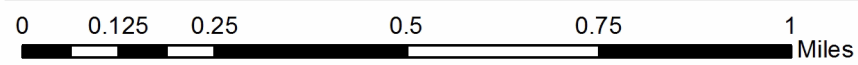
Compartment 7926657

299 Acres



- Against USFS (Orange)
- Payment Unit (Orange)
- Gravel Road
- Wet Areas (No Entry)
- Section Corners
- PU_Label
- Intermittent Stream

QR Code Opens Map in PDF Maps App



TIMBER SALE INFORMATION

GNA Smith Pine Oak North (72-803-19)

T26N, R05E, SEC. 5; T26N, R05E, SEC. 6; T27N, R05E, SEC. 32.
Alcona County (Advertised Price \$271,544.50)

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'.

- Timber sale follows USFS paint color scheme.
- Oak wilt restrictions apply.
- Chipping of limbs and tops not permitted in Payment Units 3-7.
- Within Payment Units 1 and 2, tops must be chipped. See Sale Condition 2.2.2 for more details.
- Access roads into sale area will likely require improvements ie. brushing, grading, and possibly some gravel in spots.
- Purchaser is encouraged to cut during snow off conditions.

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:

<u>PRODUCTS & SPECIES</u>	<u>ESTIMATED UNITS*</u>		<u>ADVERTISED PRICE</u>
Sawtimber			
Mixed Oak	589.70	MBF	\$ 195.00 / MBF
Red Maple	192.60	MBF	\$ 73.00 / MBF
Red Pine	181.60	MBF	\$ 119.00 / MBF
White Oak	217.10	MBF	\$ 84.00 / MBF
White Pine	109.30	MBF	\$ 58.00 / MBF
Pulpwood			
B. T. Aspen	5.00	Cords	\$ 24.55 / Cord
Jack Pine	124.00	Cords	\$ 22.00 / Cord
Mixed Hardwood	916.00	Cords	\$ 36.00 / Cord
Mixed Oak	1,346.00	Cords	\$ 24.05 / Cord
Red Pine	341.00	Cords	\$ 41.85 / Cord
White Pine	478.00	Cords	\$ 28.95 / Cord

* The total volume is statistically estimated within plus (+) or minus (-) 11.04 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 \$13,577.00 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	1.0%
03	20.0%
04	18.1%
05	21.2%
06	16.7%
07	14.7%

4. If no cutting takes place, the 10% down payment will not be refunded.
5. Operations on the contract issued will terminate on 04/15/2022.

Description of Timber by Payment Unit (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE	
1	Mixed Oak	Sawtimber	6.3	MBF	21.5	\$22,439.65	
	<i>Northern Pin Oak</i>		2.2	<i>MBF</i>			
	<i>Red Oak</i>		4.1	<i>MBF</i>			
	Red Pine		53.5	MBF			
	White Pine		18.9	MBF			
	B. T. Aspen		Pulpwood	5.0			Cords
	Jack Pine			6.0			Cords
	Mixed Oak			51.0			Cords
	Red Pine			253.0			Cords
	White Pine			58.0			Cords
	2			Jack Pine			Pulpwood
	<i>Jack Pine</i>	<i>Sawtimber</i>	22.4	<i>MBF</i>			
	<i>Jack Pine</i>	<i>Pulpwood</i>	73.0	<i>Cords</i>			
3	Mixed Oak	Sawtimber	116.7	MBF	49.7	\$54,443.40	
	<i>Bl/R/Hybrid Oak</i>		25.0	<i>MBF</i>			
	<i>Northern Pin Oak</i>		7.6	<i>MBF</i>			
	<i>Red Oak</i>		84.1	<i>MBF</i>			
	Red Maple		49.5	MBF			
	Red Pine		29.2	MBF			
	White Oak		61.4	MBF			
	White Pine		27.0	MBF			
	Mixed Hardwood		Pulpwood	211.0			Cords
	Mixed Oak			263.0			Cords
	Red Pine			17.0			Cords
	White Pine			112.0			Cords
	4			Mixed Oak			Sawtimber
<i>Bl/R/Hybrid Oak</i>	22.6	<i>MBF</i>					
<i>Northern Pin Oak</i>	6.8	<i>MBF</i>					
<i>Red Oak</i>	75.8	<i>MBF</i>					
Red Maple	44.6	MBF					
Red Pine	26.3	MBF					
White Oak	55.4	MBF					
White Pine	24.4	MBF					
Mixed Hardwood	Pulpwood	191.0	Cords				
Mixed Oak		237.0	Cords				
Red Pine		16.0	Cords				
White Pine		101.0	Cords				
5		Mixed Oak	Sawtimber	123.6	MBF	52.6	
<i>Bl/R/Hybrid Oak</i>	26.5	<i>MBF</i>					
<i>Northern Pin Oak</i>	8.0	<i>MBF</i>					
<i>Red Oak</i>	89.1	<i>MBF</i>					
Red Maple	52.5	MBF					
Red Pine	30.9	MBF					
White Oak	65.0	MBF					
White Pine	28.6	MBF					
Mixed Hardwood	Pulpwood	224.0		Cords			
Mixed Oak		279.0		Cords			
Red Pine		18.0		Cords			
White Pine		118.0		Cords			
6		Mixed Oak		Sawtimber	126.3		MBF
<i>Bl/R/Hybrid Oak</i>	20.3	<i>MBF</i>					
<i>Northern Pin Oak</i>	34.2	<i>MBF</i>					
<i>Red Oak</i>	71.8	<i>MBF</i>					
Red Maple	24.4	MBF					
Red Pine	22.1	MBF					
White Oak	18.7	MBF					

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
6 con't	White Pine	Sawtimber	5.5	MBF		
	Mixed Hardwood	Pulpwood	154.0	Cords		
	Mixed Oak		274.0	Cords		
	Red Pine		20.0	Cords		
	White Pine		47.0	Cords		
7	Mixed Oak	Sawtimber	111.6	MBF	43.0	\$39,993.25
	<i>BI/R/Hybrid Oak</i>		17.9	<i>MBF</i>		
	<i>Northern Pin Oak</i>		30.2	<i>MBF</i>		
	<i>Red Oak</i>		63.5	<i>MBF</i>		
	Red Maple		21.6	MBF		
	Red Pine		19.6	MBF		
	White Oak		16.6	MBF		
	White Pine		4.9	MBF		
	Mixed Hardwood	Pulpwood	136.0	Cords		
	Mixed Oak		242.0	Cords		
	Red Pine		17.0	Cords		
	White Pine		42.0	Cords		
	TOTAL:			1,290.3		
TOTAL:			3,210.0	Cords		

Sale Specific Conditions & Requirements

Sale Name: GNA Smith Pine Oak North

Sale Number: 72-803-19 Seq#: 1

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (1/14)

The sale boundary and Payment Unit boundaries are marked and identified orange paint. The painted boundary line trees are not Included Timber and are to be protected.

2 - Timber Specifications

2.1 - Included Timber

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

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

2.1.4 - Designated timber unit(s) (6/17)

Within Payment Unit(s) 2, all jack pine trees are designated for cutting which meet minimum piece specifications in 2.2 - Utilization.

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

Within Payment Unit(s) 3-7, cut all trees that are two (2) inches or more at DBH, except do not cut aspen, ash, or any trees that are marked with orange paint above and below stump height.

2.2 - Utilization

2.2.2 - Chipping required (2/18)

Payment Units 1 and 2 must be chip harvested to facilitate future silvicultural activities. Products may be produced as roundwood and forwarded to decking areas in final product length, but the tops must be left intact and skidded to the landing for chipping in order to minimize the amount of residual slash. If market conditions limit the practicality of chipping, the producer may skid all remaining topwood out of these payment units and pile or scatter in locations approved by the sale administrator. If the deadline is not met, damages will be collected determined by the cost to complete this work. The requirement to retain approximately 1/6 to 1/3 of tree tops and limbs less than four inches in diameter does not apply (G. C. & R. 2.2). This is because the objective is to remove as much debris as possible to reduce fuel loading and serve as a fuel break.

2.2.6 - Roundwood operation required (5/07)

The skidding of whole trees or tree segments with limbs attached is prohibited within Payment Unit(s) 3-7. All products must be produced as roundwood and forwarded to existing roads or landing areas in final product length. Tops and slash are to be left at the stump to facilitate subsequent prescribed burning.

2.2.10 - No chipping tops and limbs (8/16)

Within Payment Unit(s) 3-7, chipping of limbs or tops is not permitted. Limbs and the remaining top must be left on site and scattered.

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.

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (7/14)

Payment Unit(s) may be divided at the request of the Purchaser and upon approval of the Unit Manager. Dividing Payment Units is a contract modification which requires a Timber Sale Contract Supplement.

4 - Transportation

4.1 - Construction

4.1.6 - Road construction (1/09)

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

4.1.7 - Road closure (10/11)

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

4.1.11 - Permits (2/12)

The Purchaser will secure any necessary highway and stream crossing permits that may be required.

5 - Operations

5.1 - Notification

5.1.1 - Pre-sale conference (10/16)

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

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.12 - Slash for prescribed burning (1/05)

To facilitate prescribed burning, slash shall be moved at least 10 feet inside the sale boundary. Slash cannot be piled or placed near residual trees.

5.2.2 - Hazard Trees/Snags

5.2.2.1 - Den trees (10/16)

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

5.2.3 - Operating Restrictions

5.2.3.5 - Oak wilt restriction (1/18)

Within Payment Unit(s) 3-7, unless changed by written agreement, cutting, skidding, hauling within the sale and brushing of access roads to the sale are not permitted during the period of April 15 to July 15. Operations may be allowed if specific steps are taken to prevent damaging uncut oak during the high risk period. Those steps may include completing all road brushing before April 15th and clearing a tree-length buffer along uncut oak cover before April 15th. Allowable operation would only include hauling wood that is decked prior to the start of the restricted period. Cutting and skidding will not be possible due to risk of damaging residual timber. This is necessary to reduce the spread of oak wilt. For more information, contact the Unit Manager or his/her representative.

5.2.22 - Operating Caution

5.2.22.1 - Operating caution (6/11)

It is recommended, but not required, that within Payment Unit(s) 1-7, cutting and skidding occur during snow off conditions. The reason for the recommendation is for better soil scarification.

5.2.32 - Decking/landing restoration (9/13)

All decking and landing areas must have the surface area restored to a condition equal to or better than before. This is to ensure the proper regeneration of the stand. Wood debris, chips and "cookies" from trimmings must be removed or scattered

away from landing and loading areas and may not be windrowed on the edge.

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

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

5.4 - Soil Protection

5.4.1 - Rutting restriction, general (7/16)

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

5.4.4 - Slope protection (9/19)

Skid trails and roads on slopes shall be water barred with slash and stumps 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.

6 - Safety and Fire Prevention

6.2 - Signing

6.2.1 - Road posting (9/09)

The Purchaser is responsible for posting and maintaining caution signs on Forest Road 4312 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. Sign location may vary depending on what haul route the purchaser decides to use. 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 MAP

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

Sale Number	Year
72 - 803	19

Forest Management Unit	County	Mapped By K. Ehler, Contractor (Jacques)	Date	Page	of
Grayling	Alcona	Cruised By Contractor (Jacques)	09/10/2019	1	1
Township	Range	Section(s) and Subdivision(s)	Scale		
26N 27N	05E 05E	Sec 5 NW, NWNE, NWSW; Sec 6 E1/2NW, NE, N1/2SE Sec 32 SWSW	1:15,840		

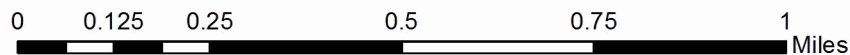
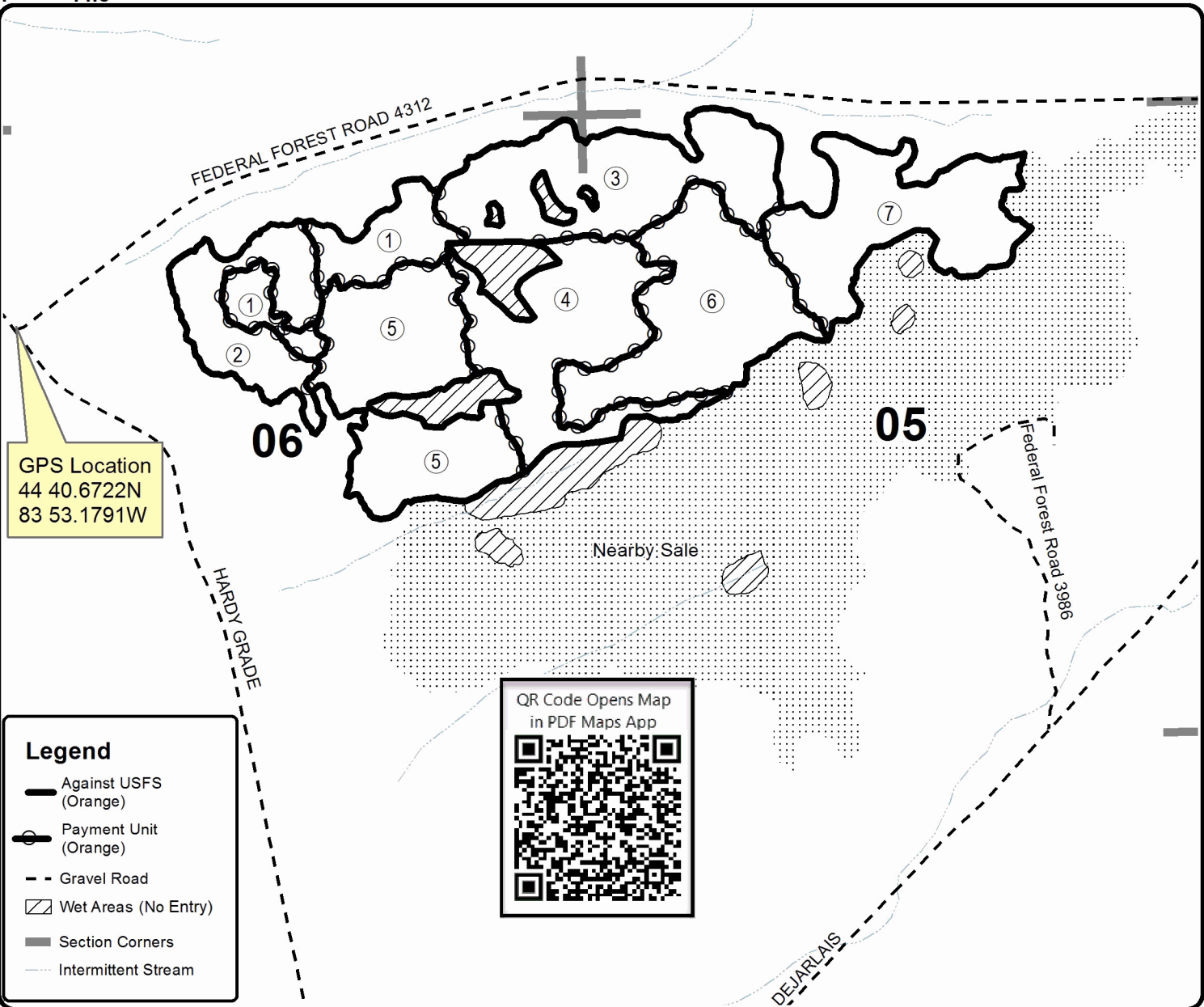
Cover Type				Density	
A = Aspen	H = Hemlock	N = Marsh	U = Upland Brush	0 = Non Stocked	5 = Pole Timber Medium
B = Paper Birch	J = Jack Pine	O = Oak	UM = Upland Mixed	1 = Seedling Sapling Poor	6 = Pole Timber Well
C = Cedar	L = Lowland Brush	P = Lowland Poplar	V = Bog or Marsh	2 = Seedling Sapling Medium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

PU	Acres	PU	Acres
1	21.5	5	52.6
2	26.8	6	48.6
3	49.7	7	43
4	44.8		

GNA Smith Pine Oak North

Compartment 7926657

287 Acres



GNA Smith Pine Oak South (72-802-19)

T26N, R05E, SEC. 4; T26N, R05E, SEC. 5; T26N, R05E, SEC. 6; T26N, R05E,

In response to the notice of sale to be held 9:00 a.m. (local time) on September 30, 2019, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

<u>PRODUCTS & SPECIES</u>	<u>ESTIMATED VOLUME*</u>	<u>ADVERTISED PRICE</u>	<u>BID PRICE/UNIT</u>
Sawtimber			
Bl/R/Hybrid Oak	534.40 MBF	\$ 195.00/MBF	\$ _____
Red Maple	178.70 MBF	\$ 73.00/MBF	\$ _____
Red Pine	104.00 MBF	\$ 119.00/MBF	\$ _____
White Oak	284.30 MBF	\$ 84.00/MBF	\$ _____
White Pine	141.20 MBF	\$ 58.00/MBF	\$ _____
Pulpwood			
Bl/R/Hybrid Oak	1,005.00 Cords	\$ 24.05/Cord	\$ _____
Paper Birch	35.00 Cords	\$ 16.80/Cord	\$ _____
Red Maple	938.00 Cords	\$ 36.00/Cord	\$ _____
Red Pine	138.00 Cords	\$ 41.85/Cord	\$ _____
White Oak	662.00 Cords	\$ 24.05/Cord	\$ _____
White Pine	401.00 Cords	\$ 28.95/Cord	\$ _____

*The volumes are statistically estimated within plus (+) or minus (-) 8.79 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

FEDERAL ID: _____ or SOCIAL SECURITY NUMBER: _____

Company or individual bidding: _____

Company representative's name: _____

Address: _____

City: _____ State: _____ Zip: _____

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

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

Phone number : _____ Email (optional): _____

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



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

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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

VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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

Please Check Appropriate Categories:

1. My business is organized as (you **must** check one of the boxes below):
 - A. Sole Proprietorship (individual)
 - B. Partnership
 - C. Corporation

2. You **must** check one of the boxes below:
 - A. I certify my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.
 - B. I certify my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).
 - C. I certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty-one (21) days of the contract award.

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

_____ Full-time Employees

_____ Part-time Employees

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

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

Signature of Owner or Authorized Representative

Title

Date

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

GNA Smith Pine Oak North (72-803-19)
T26N, R05E, SEC. 5; T26N, R05E, SEC. 6; T27N, R05E, SEC. 32; Alcona COUNTY

In response to the notice of sale to be held 9:00 a.m. (local time) on September 30, 2019, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

<u>PRODUCTS & SPECIES</u>	<u>ESTIMATED VOLUME*</u>	<u>ADVERTISED PRICE</u>	<u>BID PRICE/UNIT</u>
Sawtimber			
Mixed Oak	589.70 MBF	\$ 195.00/MBF	\$ _____
Red Maple	192.60 MBF	\$ 73.00/MBF	\$ _____
Red Pine	181.60 MBF	\$ 119.00/MBF	\$ _____
White Oak	217.10 MBF	\$ 84.00/MBF	\$ _____
White Pine	109.30 MBF	\$ 58.00/MBF	\$ _____
Pulpwood			
B. T. Aspen	5.00 Cords	\$ 24.55/Cord	\$ _____
Jack Pine	124.00 Cords	\$ 22.00/Cord	\$ _____
Mixed Hardwood	916.00 Cords	\$ 36.00/Cord	\$ _____
Mixed Oak	1,346.00 Cords	\$ 24.05/Cord	\$ _____
Red Pine	341.00 Cords	\$ 41.85/Cord	\$ _____
White Pine	478.00 Cords	\$ 28.95/Cord	\$ _____

*The volumes are statistically estimated within plus (+) or minus (-) 11.04 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

FEDERAL ID: _____ or SOCIAL SECURITY NUMBER: _____
Company or individual bidding: _____
Company representative's name: _____
Address: _____
City: _____ State: _____ Zip: _____

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

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

Phone number : _____ Email (optional): _____

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



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

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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

VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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

Please Check Appropriate Categories:

1. My business is organized as (you **must** check one of the boxes below):
 - A. Sole Proprietorship (individual)
 - B. Partnership
 - C. Corporation

2. You **must** check one of the boxes below:
 - A. I certify my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.
 - B. I certify my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).
 - C. I certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty-one (21) days of the contract award.

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

_____ Full-time Employees

_____ Part-time Employees

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

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

Signature of Owner or Authorized Representative

Title

Date

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