



**DEPARTMENT OF NATURAL RESOURCES  
STATE OF MICHIGAN**

**TIMBER SALE PROSPECTUS #6511**

SCHEDULED SALE DATE AND TIME: 9:00 a.m. (local time) on September 26, 2019.

LOCATION: BARAGA MGMT UNIT, 427 US 41 NORTH, BARAGA, MI 49908.

PROSPECTUS NOTE: The bidder is advised to inspect the sale area and review the location, estimated volumes, operating costs and contract terms of proposed sales. Please be aware that some landowners may request 60 days or more notice for access across their land.

Notice is hereby given that bids will be received by the Unit Manager, BARAGA MANAGEMENT UNIT, for certain timber on the following described lands:

Hidden Gem SBW (11-007-19) / T48N, R32W, SEC. 4 , NWNW.

T49N, R32W, SEC. 32, SESW,S1/2SE.

Baraga County, Advertised Price \$5,316.45, 59.9 Acres, Spruce/Fir/Tamarack, Hardwood.

SALE NOTE: The Purchaser will be responsible for removing the temporary culverts and temporary bridge on the access road at the conclusion of the sale, along with other remediation work. The temporary bridge will need to be delivered to the Baraga DNR office.

Access may be through private land.

GNA Spotlight Shiners (11-801-19) / T47N, R39W, SEC. 22, NESE.

T47N, R39W, SEC. 23, SWNW,S1/2NE,SW,SE.

T47N, R39W, SEC. 24, W1/2NW,W1/2SW.

T47N, R39W, SEC. 25, NWNW.

T47N, R39W, SEC. 26, E1/2NW,NE,SW,SE.

T47N, R39W, SEC. 27, E1/2SE.

Ontonagon County, Advertised Price \$395,272.35, 439.7 Acres, Hardwood, Sugar Maple.

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 other public land.

GNA Kingfisher (11-805-19) / T48N, R38W, SEC. 11, S1/2NE,NESE,S1/2SE.

T48N, R38W, SEC. 12, SWNW,W1/2SW.

Ontonagon County, Advertised Price \$83,718.60, 136.4 Acres, Red Pine, Aspen.

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 other public land.

GNA Moonman (11-806-19) / T48N, R38W, SEC. 2 , W1/2SW.

T48N, R38W, SEC. 3 , N1/2NE,SENE,E1/2SE.

T48N, R38W, SEC. 4 , E1/2SW,SE.

T48N, R38W, SEC. 4 , NWNW,S1/2NW,NENE,S1/2NE.

T49N, R38W, SEC. 33, SW.

T49N, R38W, SEC. 34, SESE.

Ontonagon County, Advertised Price \$90,580.00, 164.6 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'.

Access may be through private or 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, BARAGA OFFICE, 427 US 41 North, Baraga, MI 49908, no later than 9:00 a.m. (local time) on September 26, 2019. For further information concerning this sale, contact Brad Carlson at 906-353-6651.

### 2. Bidder's Qualifications (5/16)

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

### 3. Preparation of Sealed Bids (5/16)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DAN EICHINGER  
Director



# TIMBER SALE INFORMATION

Hidden Gem SBW (11-007-19)  
T48N, R32W, SEC. 4; T49N, R32W, SEC. 32.  
Baraga County (Advertised Price \$5,316.45)

SALE NOTE: The Purchaser will be responsible for removing the temporary culverts and temporary bridge on the access road at the conclusion of the sale, along with other remediation work. The temporary bridge will need to be delivered to the Baraga DNR office.

Access may be through private land.

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

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>
<b>Sawtimber</b>		
Basswood	1.40 MBF	\$ 18.00 / MBF
Red Maple	0.70 MBF	\$ 45.00 / MBF
Sugar Maple	14.70 MBF	\$ 72.00 / MBF
<b>Pulpwood</b>		
Balsam Fir	122.00 Cords	\$ 3.20 / Cord
Mixed Hardwood	294.00 Cords	\$ 2.95 / Cord
Mixed Spruce	317.00 Cords	\$ 6.45 / Cord
Quaking Aspen	116.00 Cords	\$ 4.75 / Cord
Tamarack	240.00 Cords	\$ 1.45 / Cord

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

**BOND AND PAYMENT SCHEDULE:**

1. A bond in the amount of \$2,000.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
3. Total payment must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
  - (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	25.2%
02	74.8%
4. If no cutting takes place, the 10% down payment will not be refunded.
5. Operations on the contract issued will terminate on 06/30/2023.

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Basswood	Sawtimber	1.4	MBF	16.6	\$1,339.00
	Red Maple		0.7	MBF		
	Sugar Maple		13.0	MBF		
	Balsam Fir	Pulpwood	12.0	Cords		
	Mixed Hardwood		100.0	Cords		
	Mixed Spruce		2.0	Cords		
2	Sugar Maple	Sawtimber	1.7	MBF	43.3	\$3,977.45
	Balsam Fir	Pulpwood	110.0	Cords		
	Mixed Hardwood		194.0	Cords		
	Mixed Spruce		315.0	Cords		
	Quaking Aspen		116.0	Cords		
	Tamarack		240.0	Cords		
TOTAL:			16.8	MBF		
TOTAL:			1,089.0	Cords		

## Sale Specific Conditions & Requirements

**Sale Name: Hidden Gem SBW**

**Sale Number: 11-007-19 Seq#: 3**

### 1 - Sale Area

#### 1.2 - Boundaries

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

The sale boundary and Payment Unit boundaries are marked and identified by blue and red paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. The painted boundary line trees are not Included Timber and are to be protected, unless otherwise directed by the sale administrator.

### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 2, cut all trees that are two (2) inches or more at DBH, except hemlock, white pine, cedar, red pine, and red oak, if present.

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

Within Payment Unit(s) 1, all trees are designated for cutting when marked with orange 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 8 inches.

##### 2.2.7 - Uncut designated trees (2/04)

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

##### 2.2.8 - Utilization and removal (5/14)

All products meeting standards set forth in General Condition and Requirement 2.2 - Utilization must be removed from the sale area. Chips are considered a product and cannot be stockpiled on site. This is because chip piles inhibit regeneration.

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

If chipping occurs on this sale, then no woody debris present on the ground at the start of the sale may be chipped. In addition, brush or chips may not be stored or stockpiled on-site for more than 30 days.

### 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

##### 4.1.1 - Stream crossings, general (3/11)

All stream crossing structures will be temporary and therefore, shall be provided by the Purchaser, and must be removed upon completion of the sale. All permits for stream crossings will be provided by the DNR for crossings on State Forest Land. Please notify the DNR 90 days prior to working on any crossings that will require a DEQ permit.



#### 4.1.2 - Stream crossings, specific (3/11)

The unnamed tributary crossing in Section 4 (see Timber Sale Map) will require the use of a portable bridge if the sale is harvested in the winter months. Currently, there is a bridge in place that is the responsibility of MD Contracting (906-353-7228) to remove at the completion of a sale that they have under contract with the MDNR. The responsibility of removal can be transferred to the Purchaser of this sale, if desired, to save Purchaser installation costs. If logged during the summer months, the river may be crossed using an existing ford crossing. The Purchaser is required to maintain graveled approaches to the tributary. The ford crossing may require some minor improving before trucking commences, if needed, washed 3" or larger stone shall be used. No DEQ permit is needed for a ford crossing. If the bridge is used before 3/31/2022, then it will be covered under the existing DEQ permit. If the bridge is used after 3/31/2022, then a new permit will need to be obtained by the DNR.

#### 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, for crossings on state land, 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)

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, and may be chipped, utilized or otherwise removed from the sale. Stumps shall be set upright, not left on edge, and be moved at least 10 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

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

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth. Contact the sale administrator for specific details of design and placement.

### 4.2 - Maintenance

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

To maintain roads, fill material may be needed in areas where "holes" exist or may be expected to develop. This fill material should be placed before trucking begins. The sale administrator reserves the right to halt harvest activities if haul roads are not properly filled and shaped to his/her specifications.

#### 4.2.4 - Grading (10/16)

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

### 4.4 - Access

#### 4.4.1 - Private property access (3/11)

Permission for access across private land is the responsibility of the Purchaser. Should the Purchaser desire to cross private land, a copy of the written permission from the private land-owner may be required by the DNR.

## 5 - Operations

### 5.2 - Conduct of Operations

## 5.2.1 - Slash

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

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

## 5.2.2 - Hazard Trees/Snags

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

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

## 5.2.3 - Operating Restrictions

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

Within Payment Unit(s) 1 and 2, unless changed by written agreement, all clean up activities are to be completed by June 30. This restriction is to let the area revegetate before the dry season.

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

Within Payment Unit(s) 1, 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.

## 5.2.22 - Operating Caution

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

It is recommended, but not required, that within Payment Unit(s) 2, cutting, skidding, and hauling occur during frozen winter conditions. The reason for the recommendation is because of wet soil types.

## 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 the instructions of the sale administrator by June 30 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 wind rowed on the edge.

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

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

## 5.4 - Soil Protection

### 5.4.1 - Rutting restriction, general (7/16)

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

## 5.8 - Protection of Endangered Species

### 5.8.5 - Protection of raptor nests (3/13)

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



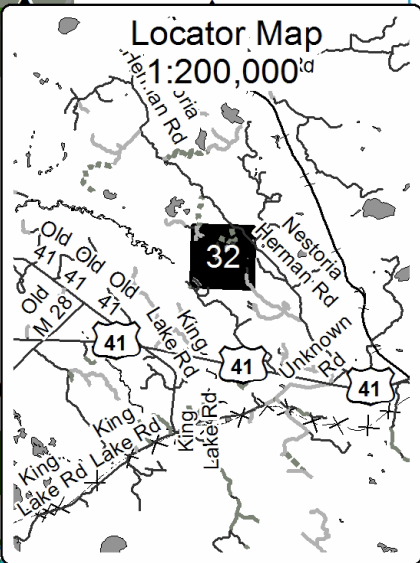
# TIMBER SALE MAP

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

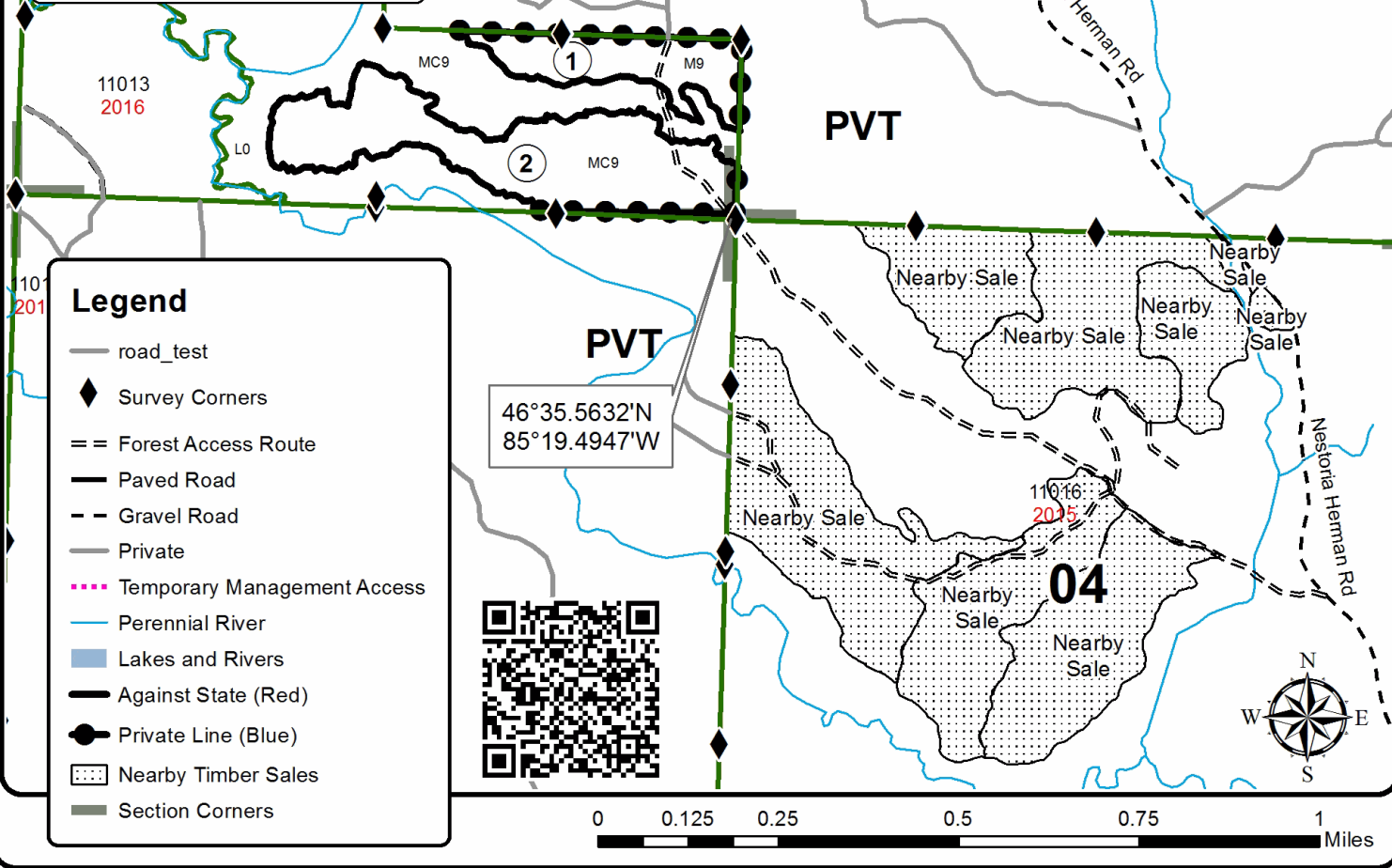
Sale Number	Year
11 - 007	19

Forest Management Unit Baraga	County Baraga	Mapped By Ryan Mattila	Date 11/20/2018	Page 1	of 1
Township 49N	Range 32W	Section(s) and Subdivision(s) Sec 32; S1/2SE, SESW.	Scale 1:15,840		
Cruised By Mattila, Collins					

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					

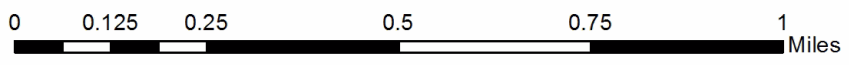


<b>Hidden Gem SBW</b>			
59.9 Acres			
Baraga County, Compartment 14			
UNIT	1	2	TOTALS
ACRES	16.6	43.3	59.9
<b>Sawlogs MBF</b>			
Basswood	1.4	0.0	1.4
Red Maple	0.7	0.0	0.7
Sugar Maple	13.0	1.7	14.7
<b>TOTAL</b>	<b>15.1</b>	<b>1.7</b>	<b>16.8</b>
<b>Pulpwood Cords</b>			
Balsam Fir	12	110	122
Mixed Hardwood	100	194	294
Mixed Spruce	2	315	317
Quaking Aspen	0	116	116
Tamarack	0	240	240
<b>TOTAL</b>	<b>114</b>	<b>975</b>	<b>1089</b>



	road_test
	Survey Corners
	Forest Access Route
	Paved Road
	Gravel Road
	Private
	Temporary Management Access
	Perennial River
	Lakes and Rivers
	Against State (Red)
	Private Line (Blue)
	Nearby Timber Sales
	Section Corners

46°35.5632'N  
85°19.4947'W





**TIMBER SALE INFORMATION**

GNA Spotlight Shiners (11-801-19)

T47N, R39W, SEC. 22; T47N, R39W, SEC. 23; T47N, R39W, SEC. 24; T47N, R39W, SEC. 25; T47N, R39W, SEC. 26; T47N, R39W, SEC. 27.

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 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 &amp; SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>
<b>Sawtimber</b>		
Basswood	83.20 MBF	\$ 91.00 / MBF
Red Maple	307.80 MBF	\$ 224.00 / MBF
Sugar Maple	685.40 MBF	\$ 360.00 / MBF
White Ash	10.00 MBF	\$ 85.00 / MBF
Yellow Birch	71.20 MBF	\$ 153.00 / MBF
<b>Pulpwood</b>		
Balsam Fir	3.00 Cords	\$ 16.00 / Cord
Basswood	103.00 Cords	\$ 6.90 / Cord
Mixed Hardwood	3,723.00 Cords	\$ 14.75 / Cord
Quaking Aspen	193.00 Cords	\$ 23.80 / Cord

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

**BOND AND PAYMENT SCHEDULE:**

1. A bond in the amount of \$19,764.00 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	0.4%
02	8.3%
03	6.4%
04	7.4%
05	8.0%
06	8.7%
07	10.8%
08	11.1%
09	6.8%
10	4.6%
11	11.5%
12	3.4%
13	1.5%
14	11.1%

4. If no cutting takes place, the 10% down payment will not be refunded.
5. Operations on the contract issued will terminate on 06/30/2022.

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Red Maple	Sawtimber	2.3	MBF	2.6	\$1,649.30
	Balsam Fir	Pulpwood	3.0	Cords		
	Mixed Hardwood		22.0	Cords		
	Quaking Aspen		32.0	Cords		
2	Red Maple	Sawtimber	55.1	MBF	41.8	\$32,729.50
	Sugar Maple		41.3	MBF		
	Yellow Birch		5.1	MBF		
	Basswood	Pulpwood	2.0	Cords		
	Mixed Hardwood		280.0	Cords		
	Quaking Aspen		25.0	Cords		
3	Red Maple	Sawtimber	42.7	MBF	32.4	\$25,423.35
	Sugar Maple		32.1	MBF		
	Yellow Birch		4.0	MBF		
	Basswood	Pulpwood	2.0	Cords		
	Mixed Hardwood		217.0	Cords		
	Quaking Aspen		20.0	Cords		
	4	Basswood	Sawtimber	10.5		
Red Maple			3.2	MBF		
Sugar Maple			67.6	MBF		
Basswood		Pulpwood	29.0	Cords		
Mixed Hardwood			191.0	Cords		
Quaking Aspen			9.0	Cords		
5	Red Maple	Sawtimber	21.8	MBF	36.9	\$31,784.85
	Sugar Maple		50.9	MBF		
	Yellow Birch		8.5	MBF		
	Basswood	Pulpwood	4.0	Cords		
	Mixed Hardwood		385.0	Cords		
	Quaking Aspen		66.0	Cords		
6	Red Maple	Sawtimber	32.6	MBF	41.6	\$34,441.85
	Sugar Maple		57.6	MBF		
	Yellow Birch		8.4	MBF		
	Mixed Hardwood	Pulpwood	347.0	Cords		
7	Red Maple	Sawtimber	43.4	MBF	45.3	\$42,822.35
	Sugar Maple		67.2	MBF		
	Yellow Birch		11.6	MBF		
	Mixed Hardwood	Pulpwood	453.0	Cords		
	Quaking Aspen		19.0	Cords		
8	Red Maple	Sawtimber	33.2	MBF	43.7	\$43,679.60
	Sugar Maple		80.0	MBF		
	Yellow Birch		1.6	MBF		
	Mixed Hardwood	Pulpwood	488.0	Cords		
9	Red Maple	Sawtimber	25.4	MBF	32.4	\$26,831.15
	Sugar Maple		44.9	MBF		
	Yellow Birch		6.6	MBF		
	Mixed Hardwood	Pulpwood	269.0	Cords		
10	Red Maple	Sawtimber	10.1	MBF	22.0	\$18,167.60
	Sugar Maple		34.6	MBF		
	Yellow Birch		5.8	MBF		
	Mixed Hardwood	Pulpwood	164.0	Cords		
	Quaking Aspen		6.0	Cords		
11	Red Maple	Sawtimber	25.0	MBF	54.3	\$44,907.70
	Sugar Maple		85.5	MBF		
	Yellow Birch		14.3	MBF		
	Mixed Hardwood	Pulpwood	404.0	Cords		
	Quaking Aspen		16.0	Cords		

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
12	Red Maple	Sawtimber	2.2	MBF	17.0	\$13,534.05
	Sugar Maple		28.4	MBF		
	Mixed Hardwood	Pulpwood	191.0	Cords		
13	Red Maple	Sawtimber	4.9	MBF	3.2	\$6,122.60
	Sugar Maple		11.5	MBF		
	Mixed Hardwood	Pulpwood	60.0	Cords		
14	Basswood	Sawtimber	72.7	MBF	38.8	\$43,938.60
	Red Maple		5.9	MBF		
	Sugar Maple		83.8	MBF		
	White Ash		10.0	MBF		
	Yellow Birch		5.3	MBF		
	Basswood	Pulpwood	66.0	Cords		
	Mixed Hardwood		252.0	Cords		
TOTAL:			1,157.6	MBF		
TOTAL:			4,022.0	Cords		

# Sale Specific Conditions & Requirements

**Sale Name: GNA Spotlight Shiners**

**Sale Number: 11-801-19 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 and red paint. Exterior sale boundary lines against private property are blazed with red paint and marked with a triple orange paint slash. Exterior sale boundary lines against USFS are marked with a triple orange paint slash. Interior Payment Unit boundaries are marked with a double orange paint slash. The painted boundary line trees are not Included Timber and are to be protected unless marked with blue paint.

## 2 - Timber Specifications

### 2.1 - Included Timber

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

Within Payment Unit(s) 1, cut all trees that are two (2) inches or more at DBH, except do not cut hemlock, cedar, oak, and elm.

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

Within Payment Unit(s) 2-14, 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 8 inches.

#### 2.2.7 - Uncut designated trees (2/04)

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

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

Within Payment Unit(s) 1-14, 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

### 3.4 - Damaged Timber

#### 3.4.1 - Damaged timber (7/16)

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 undesignated live merchantable trees. Within the sale area, if more than 10% of trees (> 4.5" DBH) within a specified area of the sale are damaged, liquidated damages will be assessed for all trees damaged. Rates will be in accordance with General Condition and Requirement 3.4 Damaged Timber.

## 4 - Transportation

### 4.1 - Construction

#### 4.1.1 - Stream crossings, general (3/11)

All stream crossing structures will be temporary and therefore, shall be provided by the Purchaser, and must be removed upon completion of the sale. All permits for stream crossings will be provided by the DNR.



#### 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 stream crossings the 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 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. 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.

#### 4.1.8 - 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 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 to 10 yards of gravel per transition and must be done to the satisfaction of the sale administrator.

#### 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. Contact the sale administrator regarding the availability of onsite sand or gravel from adjacent Federal lands.

#### 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 14 and Swanson Rd.

## 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 10 days in advance to schedule the conference.

### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

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

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

#### 5.2.2 - 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, and 14, unless changed by written agreement, cutting, skidding, and hauling are only permitted during frozen conditions. This restriction is because of wet soil conditions.

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

Within Payment Unit(s) 2, 3, and 5-13, unless changed by written agreement, cutting, skidding, and hauling are not permitted when counties put seasonal load limits into effect (spring break up). This restriction is because of sensitive soils.

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

Within Payment Unit(s) 2, 3, and 5-13, 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.

#### 5.2.17 - Timber Mats and Interlocking Composite Mats (3/18)

Some roads or skid trails may require extra protection such as that afforded by timber mats, interlocking composite mats, or another approved system. If available, mats may be borrowed from the DNR. A Timber Sale Contract Supplement will be used to document the Purchaser's use of the DNR's mats. Contact the sale administrator regarding availability and pick-up. Timber mats are available from various field offices. Composite mats are only available from the Grayling field office. The Purchaser is responsible for picking up and hauling the mats to and from the site. The composite mats will require DNR staff onsite for installation and removal. Contact the sale administrator to schedule at least 30 days before desired install/removal date. All mats must be cleaned prior to drop off. This may include, but is not limited to, power washing and brushing to remove mud and debris. A charge of \$400.00 per timber mat and \$2,000.00 per composite mat will be assessed for all damaged or non-returned mats. Damage for the crane/timber mats is defined as three or more broken cants. Damage for the composite mats is defined as cracked or broken mats.

#### 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 Forest Road 5320 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. Maintain a 20 foot wide slash, debris, and rut free zone daily using the ORV trail or route as the centerline. Skidding across the trail or route may only occur in locations approved by the sale administrator.

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

Forest Road 5320 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. 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. The snowmobile trail may only be crossed at right angles. No decking of forest products will be permitted along the snowmobile trail. All stumps within 5 feet of the snowmobile trail must be cut at ground level.

### 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.

#### 5.4.3 - Erosion control (12/08)

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

#### 5.4.6 - 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 Swanson Road and Forest Road 5320 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.



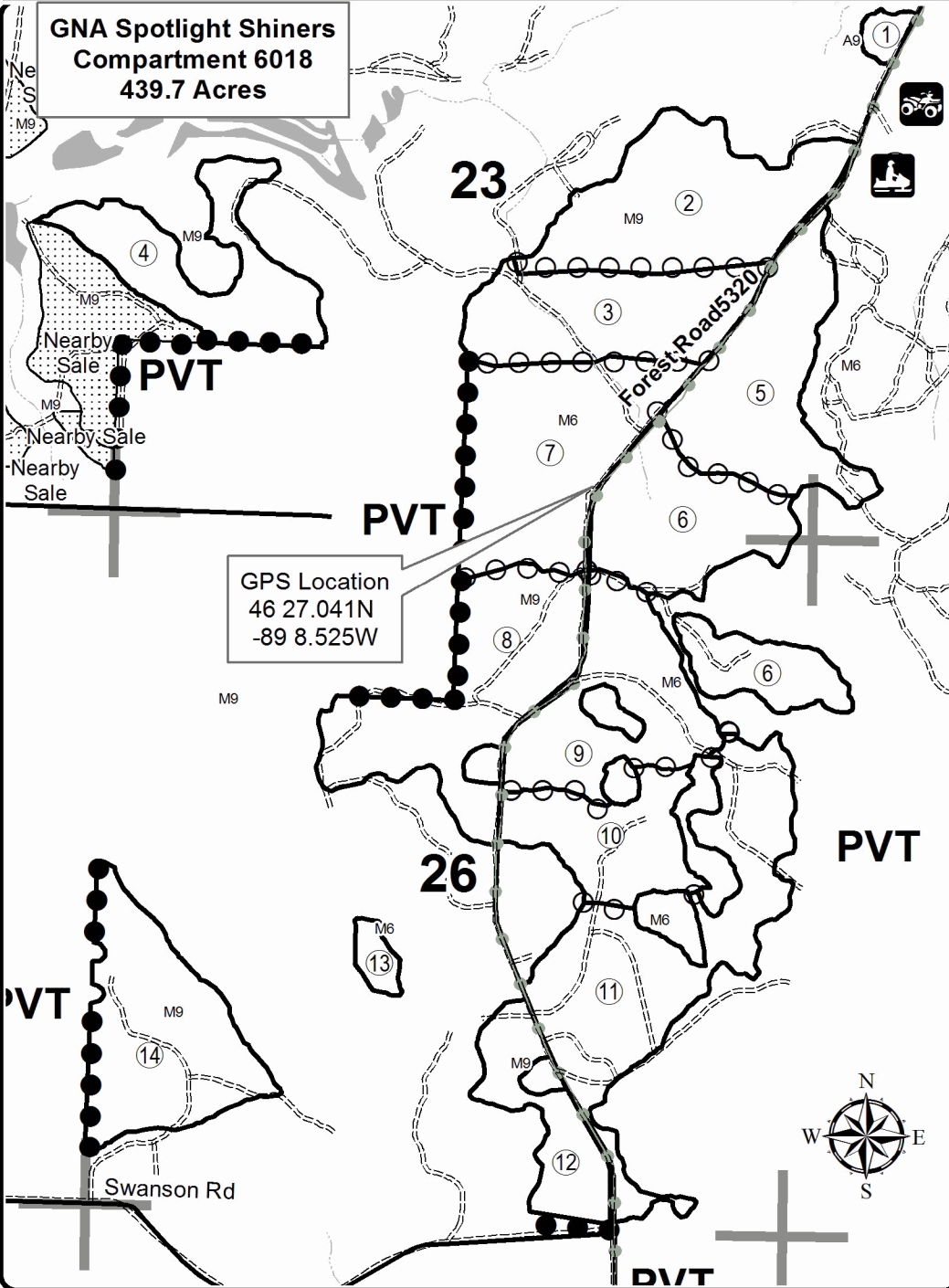
# TIMBER SALE MAP

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

Sale Number	Year
11-801	19

Forest Management Unit Baraga	County Ontonagon	Mapped By Ritchie	Date 08/07/2019	Page 1	of 1
Township 47N	Range 39W	Section(s) and Subdivision(s) NE, SE 1/4 Sec 22, SW NW, S1/2NE, SW, SE Sec 23, W1/2NW, W1/2SW Sec 24, NW NW 1/4 Sec 25, E1/2NW, NE, SW, SE Sec 26 and E1/2SE Sec 27	Scale 1:15,840		

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



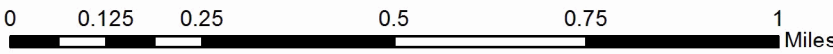
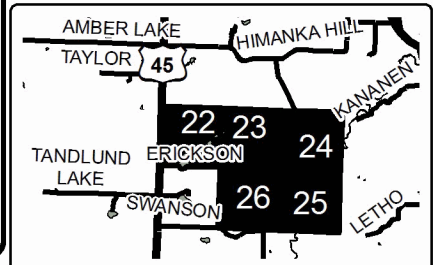
### Legend

- Timber Sale Boundary (Triple Orange)
- Payment Unit (Double Orange)
- Private Line (Triple Orange)
- Gravel Road
- National Forest Roads
- Intermittent Stream
- Lakes and Rivers
- PU Label
- ORV Trails
- Snowmobile Trails

PU	Acres
1	2.6
2	41.8
3	32.4
4	27.7
5	36.9
6	41.6
7	45.3
8	43.7
9	32.4
10	22
11	54.3
12	17
13	3.2
14	38.8



Locator Map  
1:200,000



## TIMBER SALE INFORMATION

GNA Kingfisher (11-805-19)

T48N, R38W, SEC. 11; T48N, R38W, SEC. 12.  
Ontonagon County (Advertised Price \$83,718.60)

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 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 &amp; SPECIES</u>	<u>ESTIMATED UNITS*</u>		<u>ADVERTISED PRICE</u>
<b>Sawtimber</b>			
Jack Pine	7.60	MBF	\$ 83.00 / MBF
Paper Birch	8.20	MBF	\$ 52.00 / MBF
Red Maple	1.50	MBF	\$ 224.00 / MBF
Red Pine	198.90	MBF	\$ 131.00 / MBF
White Pine	30.20	MBF	\$ 78.00 / MBF
White Spruce	0.60	MBF	\$ 65.00 / MBF
<b>Pulpwood</b>			
Balsam Fir	19.00	Cords	\$ 16.00 / Cord
Jack Pine	144.00	Cords	\$ 41.75 / Cord
Mixed Aspen	402.00	Cords	\$ 23.80 / Cord
Mixed Hardwood	203.00	Cords	\$ 14.75 / Cord
Mixed Spruce	12.00	Cords	\$ 32.20 / Cord
Paper Birch	44.00	Cords	\$ 23.00 / Cord
Red Pine	519.00	Cords	\$ 55.85 / Cord
White Pine	123.00	Cords	\$ 37.50 / Cord

\* The total volume is statistically estimated within plus (+) or minus (-) 17.84 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 \$4,186.00 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	10.6%
02	14.6%
03	9.3%
04	18.3%
05	19.3%
06	27.9%

4. If no cutting takes place, the 10% down payment will not be refunded.
5. Operations on the contract issued will terminate on 06/30/2022.

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Red Pine	Sawtimber	17.6	MBF	14.4	\$8,872.40
	Jack Pine	Pulpwood	30.0	Cords		
	Mixed Spruce		2.0	Cords		
	Red Pine		94.0	Cords		
2	Red Pine	Sawtimber	47.4	MBF	25.8	\$12,215.30
	Jack Pine	Pulpwood	27.0	Cords		
	Mixed Aspen		43.0	Cords		
	Red Pine		65.0	Cords		
	White Pine		6.0	Cords		
3	Red Pine	Sawtimber	26.7	MBF	14.4	\$7,767.20
	Mixed Aspen	Pulpwood	11.0	Cords		
	Mixed Spruce		3.0	Cords		
	Red Pine		66.0	Cords		
	White Pine		6.0	Cords		
4	Jack Pine	Sawtimber	5.0	MBF	27.1	\$15,298.25
	Red Pine		39.6	MBF		
	Jack Pine	Pulpwood	37.0	Cords		
	Mixed Aspen		6.0	Cords		
	Red Pine		136.0	Cords		
	White Pine		11.0	Cords		
5	Jack Pine	Sawtimber	2.6	MBF	22.5	\$16,174.20
	Red Pine		46.6	MBF		
	White Pine		0.7	MBF		
	White Spruce		0.6	MBF		
	Jack Pine	Pulpwood	27.0	Cords		
	Mixed Aspen		15.0	Cords		
	Mixed Spruce		2.0	Cords		
	Red Pine		143.0	Cords		
	White Pine		6.0	Cords		
6	Paper Birch	Sawtimber	8.2	MBF	32.2	\$23,391.25
	Red Maple		1.5	MBF		
	Red Pine		21.0	MBF		
	White Pine		29.5	MBF		
	Balsam Fir	Pulpwood	19.0	Cords		
	Jack Pine		23.0	Cords		
	Mixed Aspen		327.0	Cords		
	Mixed Hardwood		203.0	Cords		
	Mixed Spruce		5.0	Cords		
	Paper Birch		44.0	Cords		
	Red Pine		15.0	Cords		
	White Pine		94.0	Cords		
	TOTAL:			247.0		
TOTAL:			1,466.0	Cords		



## Sale Specific Conditions & Requirements

**Sale Name: GNA Kingfisher**

**Sale Number: 11-805-19 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. Exterior sale boundary lines against USFS are marked with triple slash orange paint. Interior Payment Unit boundaries are marked with double slash orange paint. The painted boundary line trees are not Included Timber and are to be protected, unless marked with blue paint.

### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 6, cut all trees that are two (2) inches or more at DBH, except do not cut hemlock, cedar, oak, elm, and trees marked with red paint bands.

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

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

#### 2.2 - Utilization

##### 2.2.1 - Utilization (2/04)

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

##### 2.2.12 - 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 (7/16)

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 undesignated live 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.

#### 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.

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

The following road work is required: The Purchaser will gravel all transitions onto non-USFS and USFS maintained OML 3 or better roads 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 to 10 yards of crushed gravel per transition and must be done to the satisfaction of the sale administrator.

#### 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. Contact the sale administrator regarding the availability of onsite sand or gravel from adjacent USFS-owned lands.

#### 4.2.4 - Grading (10/16)

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

#### 4.2.5 - 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 6 and Gardner Road.

## 5 - Operations

### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

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

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

## 5.2.2 - 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) 6, unless changed by written agreement, cutting, skidding, and hauling are only permitted during frozen conditions or in the case of dry summer drought 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) 1-5, 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.

### 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) 6, leave one, 12" diameter or larger log-length (8 foot minimum) piece on the ground for every 2 acres. These trees will be evenly scattered throughout the unit, preferably at least two chains from any roads, two-tracks, or trails open to vehicles. This can be an unmerchantable piece or a full tree. Each log must be clearly identified by a piece of blue flagging.

## 5.2.20 - Equipment width (2/04)

Within Payment Unit 1, only equipment with a maximum width outside tires of 104 inches is to be used. Equipment used to remove designated rows must be capable of moving through cut rows without damaging residual trees.

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

Top soil on landings must be removed, stockpiled and saved. Upon completion of the timber sale, soil must be evenly distributed back over the area for revegetation.

## 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.

### 5.4.2 - Skid trails (2/04)

Skid trails up and down slopes should be avoided. If however this is unavoidable, these trails will be left in a non-erodible condition using water bars, logs, and slash. Placing of slash on these skid trails while logging is ongoing may alleviate need for any further action. At the direction of the sale administrator, seed, fertilizer, and mulch may also be required.

#### 5.4.5 - Soil caution (11/04)

Care must be taken to minimize soil damage due to the sandy soils.

#### 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 Gardener Road prior to beginning operations. The road must be posted 200 feet 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.



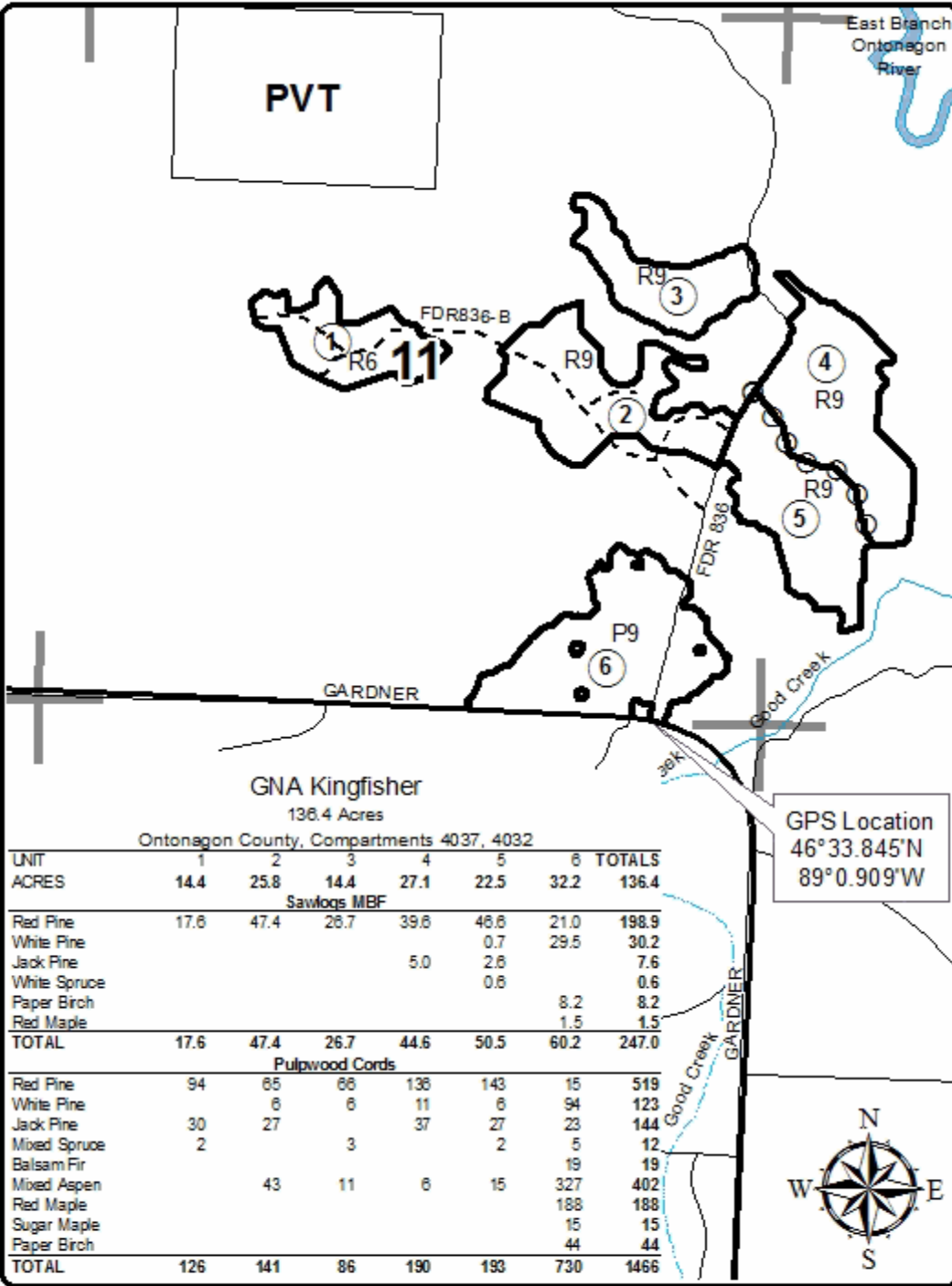
# TIMBER SALE MAP

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

Sale Number	Year
11 - 805	19

Forest Management Unit Baraga	County Ontonagon	Mapped By Brodeur	Date 8/13/2019	Page 1	of 1
Township 48N	Range 38W	Section(s) and Subdivision(s) Sec 11, NESW, SENW, S1/2NE, SE; Sec 12, SWNW, W1/2SW	Scale 1:15,840		

Cover Type				Density			
A = Aspen	H = Hemlock	N = Marsh	U = Upland Brush	0 = Non Stocked	5 = Pole Timber Medium		
D = 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 = Tread Bog	LM = Lowland Mixed	Q = Mixed Swam Conifer	W = White Pine	3 = Seedling Sapling Well	8 = Saw Timber Medium		
E = Swamp Hdwoods	M = Mpl. Dch, Drch	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					

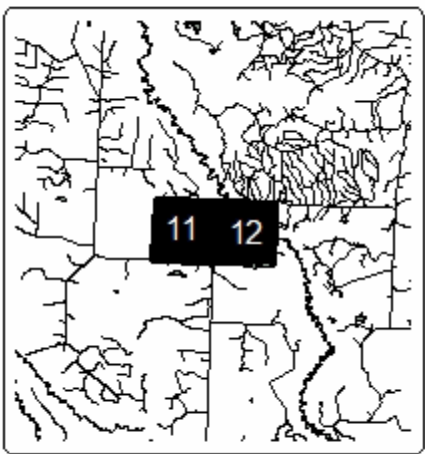


### Legend

- Ottawa NF Roads
- PVT
- Paved Road
- - Forest Access
- Intermittent Stream
- Perennial River
- Lakes and Rivers
- Against USFS (Orange)
- ○ Payment Unit (Orange)
- Section Corners



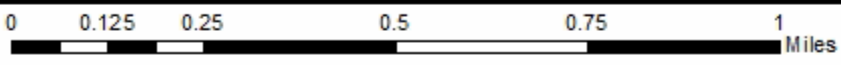
Locator Map  
1:200,000



**GNA Kingfisher**  
136.4 Acres  
Ontonagon County, Compartments 4037, 4032

UNIT	1	2	3	4	5	6	TOTALS
ACRES	14.4	25.8	14.4	27.1	22.5	32.2	136.4
Sawlogs MBF							
Red Pine	17.6	47.4	26.7	39.6	46.6	21.0	198.9
White Pine					0.7	29.5	30.2
Jack Pine				5.0	2.8		7.6
White Spruce					0.6		0.6
Paper Birch						8.2	8.2
Red Maple						1.5	1.5
<b>TOTAL</b>	<b>17.6</b>	<b>47.4</b>	<b>26.7</b>	<b>44.6</b>	<b>50.5</b>	<b>60.2</b>	<b>247.0</b>
Pulpwood Cords							
Red Pine	94	65	66	136	143	15	519
White Pine		6	6	11	6	94	123
Jack Pine	30	27		37	27	23	144
Mixed Spruce	2		3		2	5	12
Balsam Fir						19	19
Mixed Aspen		43	11	6	15	327	402
Red Maple						188	188
Sugar Maple						15	15
Paper Birch						44	44
<b>TOTAL</b>	<b>126</b>	<b>141</b>	<b>86</b>	<b>190</b>	<b>193</b>	<b>730</b>	<b>1466</b>

GPS Location  
46° 33.845'N  
89° 0.909'W







**TIMBER SALE INFORMATION**

GNA Moonman (11-806-19)

T48N, R38W, SEC. 2; T48N, R38W, SEC. 3; T48N, R38W, SEC. 4; T49N, R38W, SEC. 33; T49N, R38W, SEC. 34.  
Ontonagon County (Advertised Price \$90,580.00)

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'.

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<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>
<b>Sawtimber</b>		
Basswood	4.70 MBF	\$ 91.00 / MBF
Black Ash	2.10 MBF	\$ 57.00 / MBF
Paper Birch	3.40 MBF	\$ 52.00 / MBF
Red Maple	19.50 MBF	\$ 224.00 / MBF
Red Pine	224.90 MBF	\$ 131.00 / MBF
Sugar Maple	11.30 MBF	\$ 360.00 / MBF
White Ash	2.70 MBF	\$ 85.00 / MBF
White Pine	12.60 MBF	\$ 75.00 / MBF
Yellow Birch	3.50 MBF	\$ 153.00 / MBF
<b>Pulpwood</b>		
Balsam Fir	29.00 Cords	\$ 16.00 / Cord
Basswood	20.00 Cords	\$ 6.90 / Cord
Jack Pine	11.00 Cords	\$ 41.75 / Cord
Mixed Aspen	662.00 Cords	\$ 23.80 / Cord
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Red Pine	352.00 Cords	\$ 55.85 / Cord
White Pine	31.00 Cords	\$ 37.50 / Cord

\* The total volume is statistically estimated within plus (+) or minus (-) 15.19 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 \$4,529.00 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	28.7%
02	12.9%
03	17.0%
04	15.9%
05	25.5%
4. If no cutting takes place, the 10% down payment will not be refunded.
5. Operations on the contract issued will terminate on 06/30/2022.

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Basswood Black Ash Paper Birch Red Maple Sugar Maple White Ash Yellow Birch Balsam Fir Basswood Mixed Aspen Mixed Hardwood Mixed Spruce	Sawtimber	4.7	MBF	36.8	\$25,981.40
			1.2	MBF		
			3.4	MBF		
			12.6	MBF		
			7.0	MBF		
			1.8	MBF		
			2.5	MBF		
		Pulpwood	14.0	Cords		
			16.0	Cords		
			451.0	Cords		
			508.0	Cords		
				Cords		
			27.0	Cords		
2	Black Ash Red Maple Sugar Maple White Ash Yellow Birch Basswood Mixed Aspen Mixed Hardwood Mixed Spruce	Sawtimber	0.9	MBF	11.7	\$11,680.90
			6.9	MBF		
			4.3	MBF		
			0.9	MBF		
			1.0	MBF		
		Pulpwood	4.0	Cords		
			199.0	Cords		
			238.0	Cords		
				Cords		
			1.0	Cords		
3	Red Pine Balsam Fir Mixed Aspen Mixed Hardwood Mixed Spruce Red Pine White Pine	Sawtimber	78.4	MBF	30.7	\$15,396.20
		Pulpwood	3.0	Cords		
			7.0	Cords		
			7.0	Cords		
			3.0	Cords		
			81.0	Cords		
			5.0	Cords		
				Cords		
4	Red Pine White Pine Balsam Fir Mixed Hardwood Mixed Spruce Red Pine White Pine	Sawtimber	60.9	MBF	29.1	\$14,416.70
			12.6	MBF		
		Pulpwood	3.0	Cords		
			5.0	Cords		
			3.0	Cords		
			77.0	Cords		
			26.0	Cords		
				Cords		
5	Red Pine Balsam Fir Jack Pine Mixed Aspen Mixed Hardwood Mixed Spruce Red Pine	Sawtimber	85.6	MBF	56.3	\$23,104.80
		Pulpwood	9.0	Cords		
			11.0	Cords		
			5.0	Cords		
			3.0	Cords		
			9.0	Cords		
				Cords		
			194.0	Cords		
TOTAL:			284.7	MBF		
TOTAL:			1,909.0	Cords		

## Sale Specific Conditions & Requirements

**Sale Name: GNA Moonman**

**Sale Number: 11-806-19 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. Exterior sale boundary lines against private property are marked with triple slash orange paint. Exterior sale boundary lines against USFS are marked with triple slash orange paint. The painted boundary line trees are not Included Timber and are to be protected unless marked with blue paint.

### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1 & 2, cut all trees that are two (2) inches or more at DBH, except do not cut red pine, white pine, hemlock, cedar, oak, elm or black cherry.

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

Within Payment Unit(s) 3, 4, & 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 8 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 (7/16)

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 undesignated live 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.

#### 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.

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

The following road work is required: The Purchaser will gravel all transitions onto non-USFS and USFS maintained OML 3 or better roads 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 to 10 yards of crushed gravel per transition and must be done to the satisfaction of the sale administrator.

#### 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. Contact the sale administrator regarding the availability of onsite sand or gravel from adjacent USFS-owned lands.

#### 4.2.4 - Grading (10/16)

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

#### 4.2.5 - 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 Units 3 & 4 and Gardner Road.

### 4.4 - Access

#### 4.4.1 - Private property access (3/11)

Permission for access across private land is the responsibility of the Purchaser. Should the Purchaser desire to cross private land, a copy of the written permission from the private land-owner may be required by the DNR.

## 5 - Operations

## 5.1 - Notification

### 5.1.6 - Utility R.O.W. (4/19)

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

## 5.2 - Conduct of Operations

### 5.2.1 - Slash

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

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

### 5.2.2 - Hazard Trees/Snags

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

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

### 5.2.3 - Operating Restrictions

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

Within Payment Unit(s) 1, 2, 3 & 4, unless changed by written agreement, cutting, skidding, and hauling are only permitted during frozen conditions, or in the case of dry summer drought 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) 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.

#### 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 & 2, leave one, 12" diameter or larger log-length (8 foot minimum) piece on the ground for every 2 acres. These trees will be evenly scattered throughout the unit, preferably at least two chains from any roads, two-tracks, or trails open to vehicles. This can be an unmerchantable piece or a full tree.

### 5.2.17 - Timber Mats and Interlocking Composite Mats (3/18)

Forest access skid trails will require extra protection such as that afforded by timber mats, or another approved system. If available, mats may be borrowed from the DNR. A Timber Sale Contract Supplement will be used to document the Purchaser's use of the DNR's mats. Contact the sale administrator regarding availability and pick-up. Timber mats are available from various field offices. All mats must be cleaned prior to drop off. This may include, but is not limited to, power washing and brushing to remove mud and debris. A charge of \$400.00 per timber mat will be assessed for all damaged or non-returned mats. Damage for the timber mats is defined as three or more broken cants.

### 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.

### 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.

#### 5.4.2 - Skid trails (2/04)

Skid trails up and down slopes should be avoided. If however this is unavoidable, these trails will be left in a non-erodible condition using water bars, logs, and slash. Placing of slash on these skid trails while logging is ongoing may alleviate need for any further action. At the direction of the sale administrator, seed, fertilizer, and mulch may also be required.

#### 5.4.5 - Soil caution (11/04)

Care must be taken to minimize soil damage due to the sandy soils.

#### 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 Gardner Road 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.





# TIMBER SALE MAP

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

Sale Number	Year
11 - 806	19

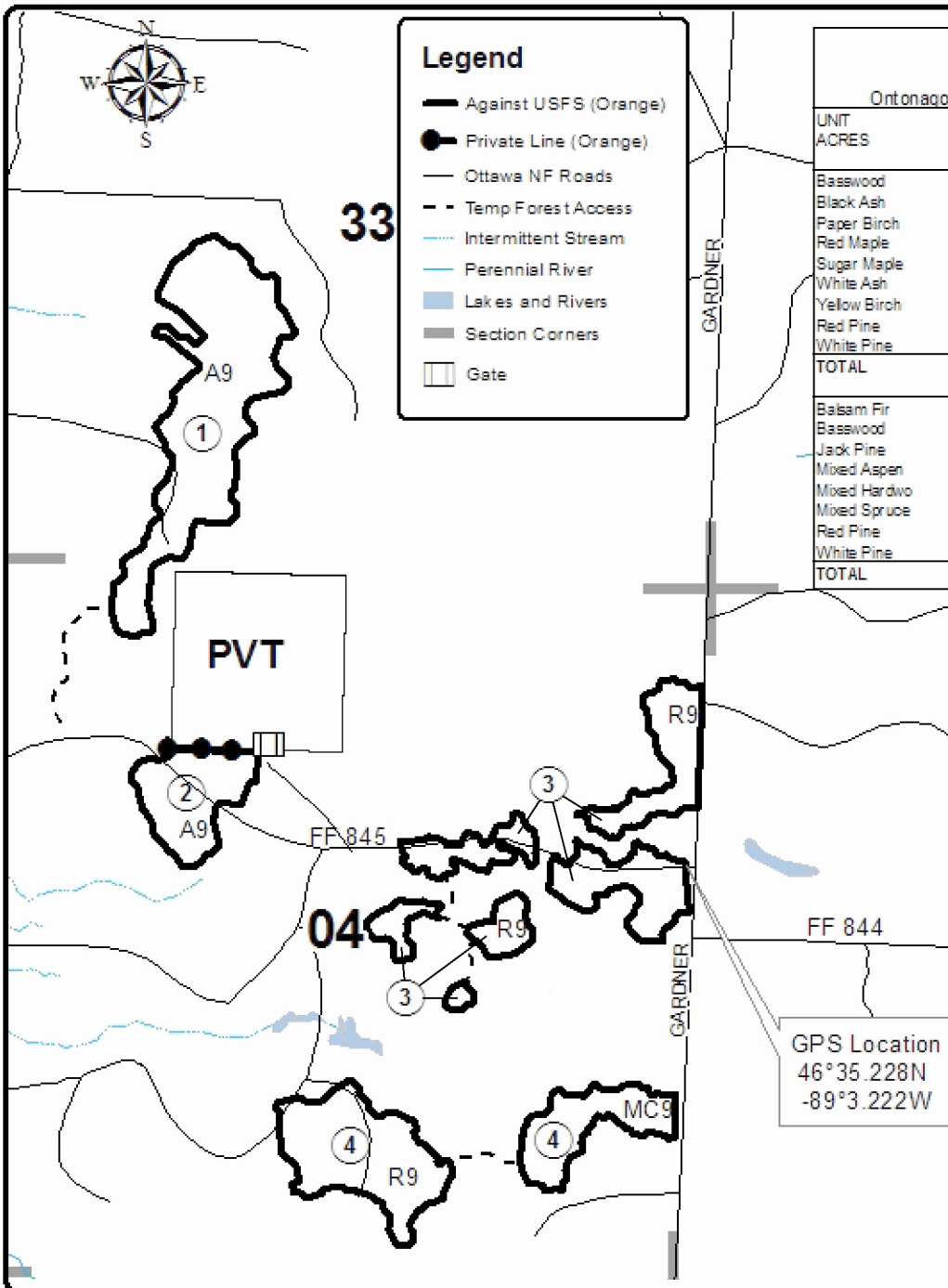
Forest Management Unit Baraga	County Ontonagon	Mapped By Collins	Date 9/4/2019	Page 1	of 2
Township 48N and 49N	Range 38W	Section(s) and Subdivision(s) T48N R38W Sec.3 and 4, T49N R33W Sec 33 Subdivisions see below	Scale 1:15,840		
Cruised By GNA Staff					

### Cover Type

A = Aspen	H = Hemlock	N = Marsh	U = Upland Brush
B = Paper Birch	J = Jack Pine	O = Oak	UM = Upland Mixed
C = Cedar	L = Lowland Brush	P = Lowland Poplar	V = Bog or Marsh
D = Treed Bog	LM = Lowland Mixed	Q = Mixed Swamp Conifer	W = White Pine
E = Swamp Hdwoods	M = Mpl, Bch, Brch	R = Red Pine	X = Non Stocked
F = Spruce Fir	MC = Mixed Conifer	S = Black Spruce	Z = Water
G = Grass	MD = Mixed Deciduous	T = Tamarack	

### Density

0 = Non Stocked	5 = Pole Timber Medium
1 = Seedling Sapling Poor	6 = Pole Timber Well
2 = Seedling Sapling Medium	7 = Saw Timber Poor
3 = Seedling Sapling Well	8 = Saw Timber Medium
4 = Pole Timber Poor	9 = Saw Timber Well



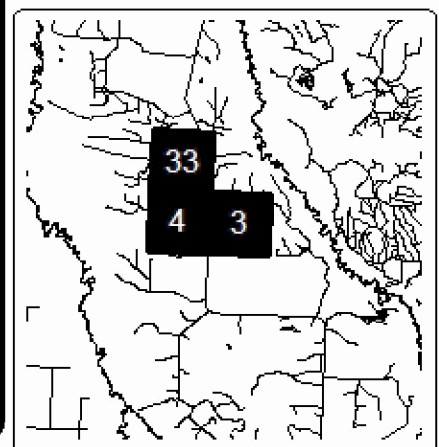
### GNA Moonman

164.6 Acres  
Ontonagon County, Compartments 4033, 4034, 5146

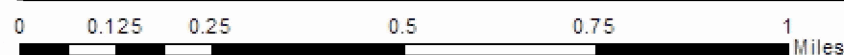
UNIT	1	2	3	4	5	TOTALS
ACRES	36.8	11.7	30.7	29.1	56.3	164.6
Sawlogs MBF						
Basswood	4.7	0.0	0.0	0.0	0.0	4.7
Black Ash	1.2	0.9	0.0	0.0	0.0	2.1
Paper Birch	3.4	0.0	0.0	0.0	0.0	3.4
Red Maple	12.6	6.9	0.0	0.0	0.0	19.5
Sugar Maple	7.0	4.3	0.0	0.0	0.0	11.3
White Ash	1.8	0.9	0.0	0.0	0.0	2.7
Yellow Birch	2.5	1.0	0.0	0.0	0.0	3.5
Red Pine	0.0	0.0	78.4	60.9	85.6	224.9
White Pine	0.0	0.0	0.0	12.6	0.0	12.6
<b>TOTAL</b>	<b>33.2</b>	<b>14.0</b>	<b>78.4</b>	<b>73.5</b>	<b>85.6</b>	<b>284.7</b>
Pulpwood Cords						
Balsam Fir	14	0	3	3	9	29
Basswood	16	4	0	0	0	20
Jack Pine	0	0	0	0	11	11
Mixed Aspen	451	199	7	0	5	662
Mixed Hardwo	508	238	7	5	3	761
Mixed Spruce	27	1	3	3	9	43
Red Pine	0	0	81	77	194	352
White Pine	0	0	5	26	0	31
<b>TOTAL</b>	<b>1016</b>	<b>442</b>	<b>106</b>	<b>114</b>	<b>231</b>	<b>1909</b>



Locator Map  
1:200,000



GPS Location  
46°35.228N  
-89°3.222W





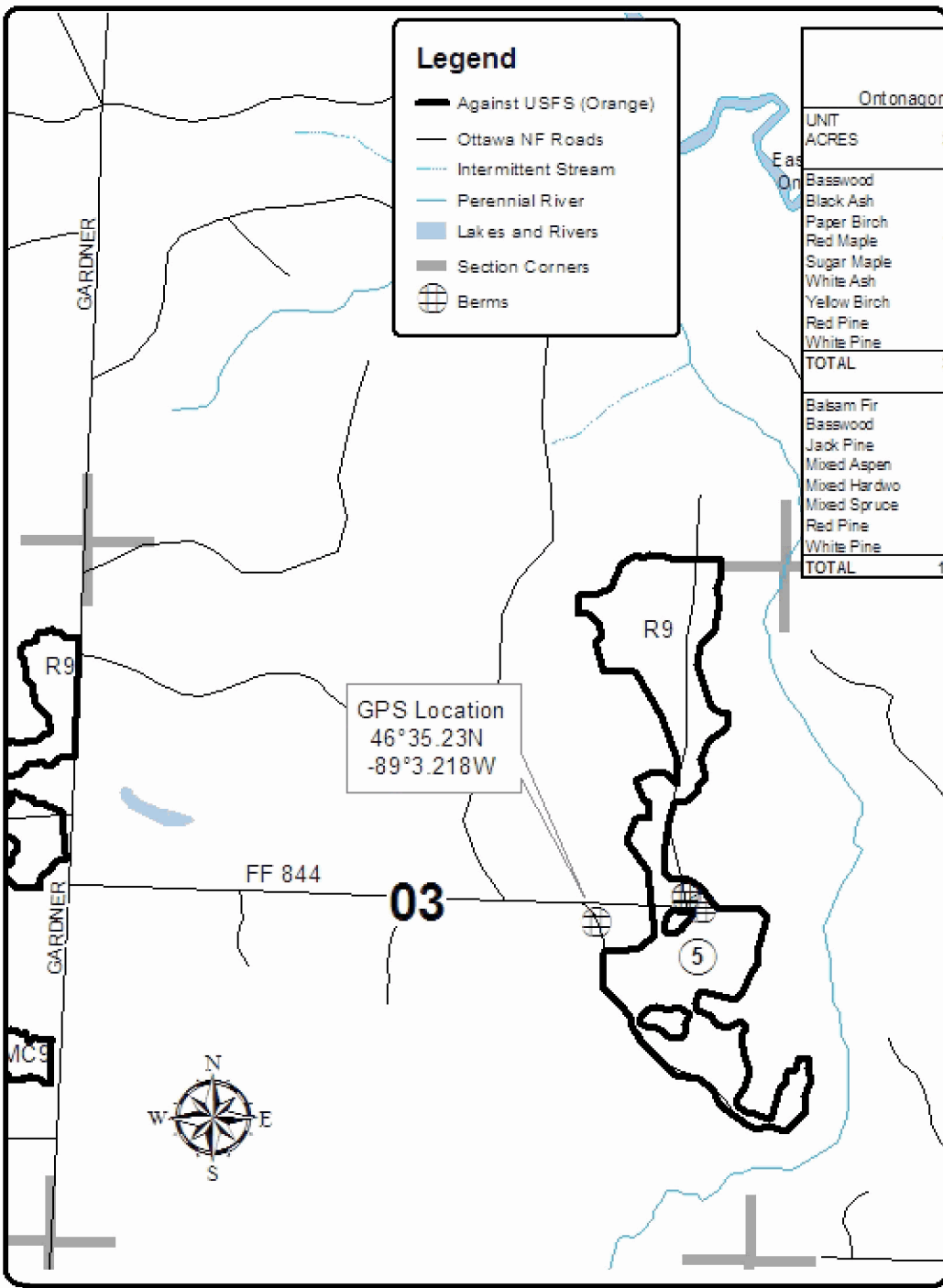
# TIMBER SALE MAP

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

Sale Number	Year
11 - 806	19

Forest Management Unit Baraga	County Ontonagon	Mapped By Collins	Date 9/4/2019	Page 2	of 2
Township 48N and 49N	Range 38W	Section(s) and Subdivision(s) T48N R38W Sec.3 and 4, T49N R33W Sec33 Subdivisions see below	Scale 1:15,840		

Cover Type				Density			
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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					

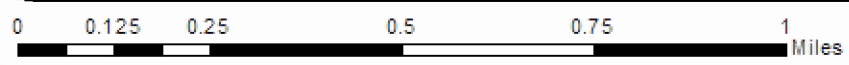
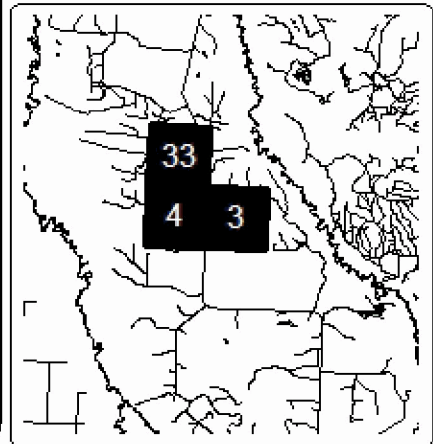


**GNA Moonman**  
164.6 Acres  
Ontonagon County, Compartments 4033, 4034, 5146

UNIT	1	2	3	4	5	TOTALS
ACRES	36.8	11.7	30.7	29.1	56.3	164.6
Sawlogs MBF						
Basswood	4.7	0.0	0.0	0.0	0.0	4.7
Black Ash	1.2	0.9	0.0	0.0	0.0	2.1
Paper Birch	3.4	0.0	0.0	0.0	0.0	3.4
Red Maple	12.6	8.9	0.0	0.0	0.0	19.5
Sugar Maple	7.0	4.3	0.0	0.0	0.0	11.3
White Ash	1.8	0.9	0.0	0.0	0.0	2.7
Yellow Birch	2.5	1.0	0.0	0.0	0.0	3.5
Red Pine	0.0	0.0	78.4	60.9	85.6	224.9
White Pine	0.0	0.0	0.0	12.6	0.0	12.6
<b>TOTAL</b>	<b>33.2</b>	<b>14.0</b>	<b>78.4</b>	<b>73.5</b>	<b>85.6</b>	<b>284.7</b>
Pulpwood Cords						
Balsam Fir	14	0	3	3	9	29
Basswood	16	4	0	0	0	20
Jack Pine	0	0	0	0	11	11
Mixed Aspen	451	199	7	0	5	662
Mixed Hardwo	508	238	7	5	3	761
Mixed Spruce	27	1	3	3	9	43
Red Pine	0	0	81	77	194	352
White Pine	0	0	5	26	0	31
<b>TOTAL</b>	<b>1016</b>	<b>442</b>	<b>106</b>	<b>114</b>	<b>231</b>	<b>1908</b>



Locator Map  
1:200,000



Hidden Gem SBW (11-007-19)  
T48N, R32W, SEC. 4; T49N, R32W, SEC. 32; Baraga COUNTY

In response to the notice of sale to be held 9:00 a.m. (local time) on September 26, 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 &amp; SPECIES</u>	<u>ESTIMATED VOLUME*</u>	<u>ADVERTISED PRICE</u>	<u>BID PRICE/UNIT</u>
<b>Sawtimber</b>			
Basswood	1.40 MBF	\$ 18.00/MBF	\$ _____
Red Maple	0.70 MBF	\$ 45.00/MBF	\$ _____
Sugar Maple	14.70 MBF	\$ 72.00/MBF	\$ _____
<b>Pulpwood</b>			
Balsam Fir	122.00 Cords	\$ 3.20/Cord	\$ _____
Mixed Hardwood	294.00 Cords	\$ 2.95/Cord	\$ _____
Mixed Spruce	317.00 Cords	\$ 6.45/Cord	\$ _____
Quaking Aspen	116.00 Cords	\$ 4.75/Cord	\$ _____
Tamarack	240.00 Cords	\$ 1.45/Cord	\$ _____

\*These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

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 Kingfisher (11-805-19)  
T48N, R38W, SEC. 11; T48N, R38W, SEC. 12; Ontonagon COUNTY

In response to the notice of sale to be held 9:00 a.m. (local time) on September 26, 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 &amp; SPECIES</u>	<u>ESTIMATED VOLUME*</u>	<u>ADVERTISED PRICE</u>	<u>BID PRICE/UNIT</u>
<b>Sawtimber</b>			
Jack Pine	7.60 MBF	\$ 83.00/MBF	\$ _____
Paper Birch	8.20 MBF	\$ 52.00/MBF	\$ _____
Red Maple	1.50 MBF	\$ 224.00/MBF	\$ _____
Red Pine	198.90 MBF	\$ 131.00/MBF	\$ _____
White Pine	30.20 MBF	\$ 78.00/MBF	\$ _____
White Spruce	0.60 MBF	\$ 65.00/MBF	\$ _____
<b>Pulpwood</b>			
Balsam Fir	19.00 Cords	\$ 16.00/Cord	\$ _____
Jack Pine	144.00 Cords	\$ 41.75/Cord	\$ _____
Mixed Aspen	402.00 Cords	\$ 23.80/Cord	\$ _____
Mixed Hardwood	203.00 Cords	\$ 14.75/Cord	\$ _____
Mixed Spruce	12.00 Cords	\$ 32.20/Cord	\$ _____
Paper Birch	44.00 Cords	\$ 23.00/Cord	\$ _____
Red Pine	519.00 Cords	\$ 55.85/Cord	\$ _____
White Pine	123.00 Cords	\$ 37.50/Cord	\$ _____

\*The volumes are statistically estimated within plus (+) or minus (-) 17.84 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

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

Company or individual bidding: \_\_\_\_\_

Company representative's name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

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

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

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



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

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

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

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

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

Please Check Appropriate Categories:

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

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

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

GNA Spotlight Shiners (11-801-19)  
T47N, R39W, SEC. 22; T47N, R39W, SEC. 23; T47N, R39W, SEC. 24; T47N,

In response to the notice of sale to be held 9:00 a.m. (local time) on September 26, 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 &amp; SPECIES</u>	<u>ESTIMATED VOLUME*</u>	<u>ADVERTISED PRICE</u>	<u>BID PRICE/UNIT</u>
<b>Sawtimber</b>			
Basswood	83.20 MBF	\$ 91.00/MBF	\$ _____
Red Maple	307.80 MBF	\$ 224.00/MBF	\$ _____
Sugar Maple	685.40 MBF	\$ 360.00/MBF	\$ _____
White Ash	10.00 MBF	\$ 85.00/MBF	\$ _____
Yellow Birch	71.20 MBF	\$ 153.00/MBF	\$ _____
<b>Pulpwood</b>			
Balsam Fir	3.00 Cords	\$ 16.00/Cord	\$ _____
Basswood	103.00 Cords	\$ 6.90/Cord	\$ _____
Mixed Hardwood	3,723.00 Cords	\$ 14.75/Cord	\$ _____
Quaking Aspen	193.00 Cords	\$ 23.80/Cord	\$ _____

\*These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

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

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  - C.  Corporation
2. You **must** check one of the boxes below:
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  - 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 Moonman (11-806-19)

T48N, R38W, SEC. 2; T48N, R38W, SEC. 3; T48N, R38W, SEC. 4; T49N, R38W,

In response to the notice of sale to be held 9:00 a.m. (local time) on September 26, 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 &amp; SPECIES</u>	<u>ESTIMATED VOLUME*</u>	<u>ADVERTISED PRICE</u>	<u>BID PRICE/UNIT</u>
<b>Sawtimber</b>			
Basswood	4.70 MBF	\$ 91.00/MBF	\$ _____
Black Ash	2.10 MBF	\$ 57.00/MBF	\$ _____
Paper Birch	3.40 MBF	\$ 52.00/MBF	\$ _____
Red Maple	19.50 MBF	\$ 224.00/MBF	\$ _____
Red Pine	224.90 MBF	\$ 131.00/MBF	\$ _____
Sugar Maple	11.30 MBF	\$ 360.00/MBF	\$ _____
White Ash	2.70 MBF	\$ 85.00/MBF	\$ _____
White Pine	12.60 MBF	\$ 75.00/MBF	\$ _____
Yellow Birch	3.50 MBF	\$ 153.00/MBF	\$ _____
<b>Pulpwood</b>			
Balsam Fir	29.00 Cords	\$ 16.00/Cord	\$ _____
Basswood	20.00 Cords	\$ 6.90/Cord	\$ _____
Jack Pine	11.00 Cords	\$ 41.75/Cord	\$ _____
Mixed Aspen	662.00 Cords	\$ 23.80/Cord	\$ _____
Mixed Hardwood	761.00 Cords	\$ 14.75/Cord	\$ _____
Mixed Spruce	43.00 Cords	\$ 32.20/Cord	\$ _____
Red Pine	352.00 Cords	\$ 55.85/Cord	\$ _____
White Pine	31.00 Cords	\$ 37.50/Cord	\$ _____

\*The volumes are statistically estimated within plus (+) or minus (-) 15.19 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

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

Company or individual bidding: \_\_\_\_\_

Company representative's name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

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

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

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



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

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

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

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

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  - 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**