

DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

TIMBER SALE PROSPECTUS #6743

SCHEDULED SALE DATE AND TIME: 3:00 p.m. (local time) on September 23, 2020. LOCATION: BALDWIN FIELD OFFICE, 2468 W 24TH STREET, BALDWIN, MI 49304.

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

GNA2 35 Road Red Pine (63-802-20) / T23N, R10W, SEC. 35, NESE.

T23N, R10W, SEC. 36, S1/2NW.

Wexford County, Advertised Price \$36,354.00, 51.8 Acres, 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'.

Please review Spec 5.2.3.14 - Heterobasidion Root Disease (HRD), as it applies to entire sale area.

Access may be through other public land.

GNA2 Iris (63-803-20) / T15N, R12W, SEC. 6, SWSW.

T15N, R12W, SEC. 7, W1/2NW, NWSW.

T15N, R13W, SEC. 1, SE.

T15N, R13W, SEC. 12, NW, NENE, S1/2NE, E1/2SW, SE.

T15N, R13W, SEC. 13, NENW, S1/2NW, NWNE.

Newaygo County, Advertised Price \$88,200.45, 317.7 Acres, Hardwood, White Pine.

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

GNA2 Iris includes both the operating restrictions for Oak Wilt (see spec 5.2.3.4) and Heterobasidion Root Disease (see spec 5.2.3.14) in Pine.

Access may be through other public land.

GNA2 Turkeyville (63-804-20) / T15N, R12W, SEC. 5, SWNW,W1/2SW.

T15N, R12W, SEC. 6, SENE, NWSW, S1/2SW, SE.

T15N, R12W, SEC. 7, NENW.

Newaygo County, Advertised Price \$149,923.80, 161.5 Acres, Red Pine, White Pine.

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

This sale includes both the operating restrictions Heterobasidion Root Disease (see spec 5.2.3.14) and Oak Wilt (see spec 5.2.3.4).

Access may be through other public land.

GNA2 Hayfield (63-805-20) / T15N, R12W, SEC. 5, NWNW,S1/2NW,N1/2SW,SWSW. Newaygo County, Advertised Price \$67,204.85, 77.1 Acres, Red Pine, Hardwood.

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'.

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

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

Bids must be received by the Unit Manager, BALDWIN FIELD OFFICE, 2468 W 24th Street, Baldwin, MI 49304, no later than 3:00 p.m. (local time) on September 23, 2020. For further information concerning this sale, contact Mike Aksamit at 231-429-0185 extension.

2. Bidder's Qualifications (5/16)

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

3. Preparation of Sealed Bids (5/16)

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

4. Submission of Sealed Bids (5/16)

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

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

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

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

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

6. Award of Contract (1/11)

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

7. Down Payment (1/11)

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

8. Performance Security (1/11)

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

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

9. Timber Sale Contract (7/18)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DAN EICHINGER
Director

TIMBER SALE INFORMATION

GNA2 35 Road Red Pine (63-802-20)
T23N, R10W, SEC. 35; T23N, R10W, SEC. 36.
Wexford County (Advertised Price \$36,354.00)

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'.

Please review Spec 5.2.3.14 - Heterobasidion Root Disease (HRD), as it applies to entire sale area.

Access may be through other public land.

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

PRODUCTS & SPECIES	ESTIMATED UNITS*	<u>ADV</u>	ERTISED PRICE
Sawtimber			
Red Pine	311.20 MBF	\$	83.00 / MBF
Pulpwood			
Red Pine	317.00 Cords	\$	33.20 / Cord

^{*} The total volume is statistically estimated within plus (+) or minus (-) 15.83 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of \$1,818.00 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 46.1%

01 46.1% 02 53.9%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 03/31/2022.

Description of Timber by Payment Unit (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Red Pine	Sawtimber	138.9	MBF	26.0	\$16,774.30
	Red Pine	Pulpwood	158.0	Cords		
2	Red Pine	Sawtimber	172.3	MBF	25.8	\$19,579.70
	Red Pine	Pulpwood	159.0	Cords		
		TOTAL:	311.2	MBF		
		TOTAL:	317.0	Cords		

Sale Specific Conditions & Requirements

Sale Name: GNA2 35 Road Red Pine Sale Number: 63-802-20 Seg#: 1

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (9/19)

Sale boundaries are marked and identified by orange paint. Exterior Sale boundary lines against USFS land are marked in 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

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

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

2.2 - Utilization

2.2.3 - Stump heights (4/07)

Stump heights within the sale area shall not exceed either twelve (12) inches for trees greater than 10 inches at DBH or four (4) inches for trees 10 inches and smaller at DBH.

2.2.8 - Utilization and removal (5/14)

Retain on site more than 1/3 of the slash from harvested trees (tree tops and limbs less than four inches in diameter). This is because soil productivity needs to be maintained.

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 oak seedlings and saplings.

Within the sale area, if more then 25% of the oak seedlings or saplings (1/4" to 4/5" DBH) are damaged, liquadation damages will be assessed at \$300 per acres for all acreage within the specified portion of the sale area that was damaged.

4 - Transportation

4.1 - Construction

4.1.3 - Slash and earthen piles (8/04)

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

4.1.6 - Road construction (1/09)

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, not left in windrows and kept a minimum of 10 feet back from the road edge. Stumps shall be set upright, not left on edge, and be moved at least 10 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

4.1.7 - Road closure (10/11)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are

reopened shall be considered new roads. In general, this will require constructing double earthen berms at strategic locations. Temporary berms may be required if no sale activity occurs for 30 or more consecutive days. Contact the sale administrator for details of design and placement.

4.2 - Maintenance

4.2.5 - Two wheel drive condition (2/04)

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

5 - Operations

5.1 - Notification

5.1.1 - Pre-sale conference (10/16)

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operation to determine landing and road locations. The Unit Manager or their representative must be contacted at least 5 days in advance to schedule this 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 twenty four (24) inches in height.

5.2.3 - Operating Restrictions

5.2.3.4 - Oak wilt restriction, no exceptions (1/18)

Within Payment Unit(s) 1 and 2, cutting, skidding, hauling within the sale and brushing of access roads to the sale are not permitted during the period of April 15 to July 15. No exceptions will be granted. This is necessary to reduce the spread of oak wilt.

5.2.3.14 - heterobasidion root disease (HRD) (9/19)

This plantation is at risk of infection by the root rot fungus, Heterobasidion irregulare. To prevent the spread of this disease, cutting operations within Payment Unit(s) 1 and 2 are restricted to the period of January 1st through February 28th. Cutting may only occur outside this period with written permission of the Unit Manager or with the application of a preventative pesticide. Consultation with a forest health specialist will determine if cutting can occur prior to January 1 without pesticide application, dependent upon current and forecasted snow cover. Cellu-Treat and RotStop C are currently the only EPA registered products available in the United States for the control of Heterobasidion. Both products are a water-soluble powder that must be applied to the stump, in accordance with the product label. Dye must be added to these products to provide visible evidence of adequate coverage. Application of these pesticides requires licensing by the Michigan Department of Agriculture and Rural Development. All applicators are required to: provide to the Sale Administrator notification of application per requirements in 40 CFR 170.120; and document and provide to the Sale Administrator annually, by December 31 and prior to closure of sale, the volume of product used and acres treated.

5.2.32 - Decking/landing restoration (9/13)

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

5.4 - Soil Protection

5.4.1 - Rutting restriction, general (7/16)

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

5.6 - Debris and Waste Material

5.6.2 - GNA, equipment cleaning (1/16)

- (a) Areas, known by the DNR prior to timber sale advertisement, that are infested with invasive species of concern are shown on the Timber Sale Map. A current list of invasive species of concern and a map showing the extent of known infestations is available from the DNR. For purposes of this provision, "Off-Road Equipment" includes all logging and construction machinery, except for log trucks, chip vans, service vehicles, water trucks, pickup trucks, cars, and similar vehicles.
- (b) Purchaser shall adhere to the following requirements with regard to cleaning "Off-Road Equipment":
- (i) Prior to moving Off-Road Equipment onto the Sale Area, Purchaser shall identify the location of the equipment's most recent operation. Purchaser shall not move any Off-Road Equipment that last operated in an area infested with one or more invasive species of concern onto Sale Area without having cleaned such equipment of seeds, soil, vegetative matter, and other debris that could contain or hold seeds, and having notified the DNR, as provided in (iii). If the location of prior operation cannot be identified, then Purchaser shall assume that the location is infested with invasive species of concern.
- (ii) Prior to moving Off-Road Equipment from a cutting unit that is shown on the Timber Sale Map to be infested with invasive species of concern to, or through any other area that is shown as being free of invasive species of concern, or infested with a different invasive species, Purchaser shall clean such equipment of seeds, soil, vegetative matter, and other debris that could contain or hold seeds, and shall notify the DNR, as provided in (iii).
- (iii) Prior to moving any Off-Road Equipment subject to the cleaning requirements set forth above, Purchaser shall advise DNR of its cleaning measures and make the equipment available for inspection. DNR shall have 2 days, excluding weekends and State holidays, to inspect equipment after it has been made available. After satisfactory inspection or after such 2 day period, Purchaser may move the equipment as planned. Equipment shall be considered clean when a visual inspection does not disclose seeds, soil, vegetative matter, and other debris that could contain or hold seeds. Purchaser shall not be required to disassemble equipment unless so directed by the DNR after inspection.
- (iv) If Purchaser desires to clean Off-Road Equipment on National Forest land, such as at the end of a project or prior to moving to, or through an area that is free of invasive species of concern, Purchaser shall obtain prior approval from the Unit Manager or his/her representative as to the location for such cleaning and measures, if any, for controlling impacts.
- (v) Unit Manager or his/her representative may order delay, interruption, or modification of this Contract pursuant to Condition & Requirement 7.3 or 7.3.4.
- (c) Nothing contained in this Condition & Requirement shall be interpreted as creating any warranty on the part of the DNR that all locations of invasive species of concern have been described herein, elsewhere in this Contract, or designated on the ground. Following sale advertisement, additional locations may be described or designated, and other species may be added to the list of invasive species of concern. In such event, the Unit Manager or his/her representative may order delay, interruption, or modification of this Contract pursuant to Condition & Requirement 7.3 or 7.3.4.
- (d) The parties shall promptly communicate with one another with respect to description or designation of additional locations; discovery of locations of new species or new infestation; and, addition of species to the list of invasive species of concern.
- 5.8 Protection of Endangered Species
 - 5.8.5 Protection of raptor nests (3/13)

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

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 35 Road and any USFS seasonal roads, 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 shall provide these signs.

7 - Other Conditions

SKIP

7.1.1 - GNA, title (7/16)

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

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

7.3 - Contract Modifications

- 7.3.4 GNA, contract suspension and modification (5/16)
- (a) The Unit Manager may, by written order, delay or interrupt authorized operations under this contract or, notwithstanding Condition & Requirement 7.3, modify this contract, in whole or in part:
- (i) To prevent environmental degradation or resource damage, including, but not limited to, harm to habitat, plants, animals, cultural resources, or cave resources;
- (ii) To ensure consistency with land and resource management plans or other documents prepared pursuant to the National Environmental Policy Act of 1969, 42 USC 4321-4347;
- (iii) To conduct environmental analysis, including, but not limited to, engaging in consultation pursuant to the Endangered Species Act of 1973, 16 USC 1531, et seq.; or
- (iv) Upon agreement of the Forest Service, due to administrative appeal or litigation, regardless of whether the Unit Manager's order is required by a court order or this contract is named in such a proceeding.
- (b) In the event of an order delaying or interrupting Purchaser's Operations under this Condition & Requirement, Purchaser's remedy shall be:
- (i) a no cost contract extension,
- (ii) reimbursement for Out-of-Pocket Expenses,

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

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

7.5 - Loss

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

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

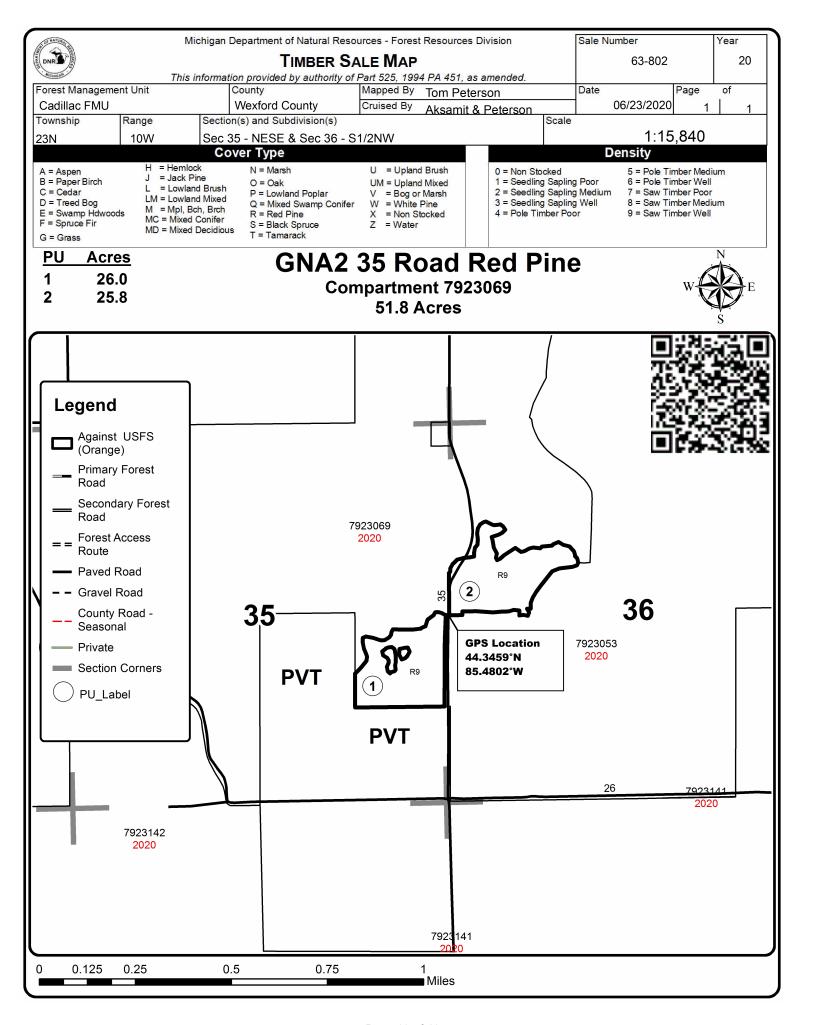
Deterioration or loss of timber value due to delay or interruption under 7.3.4 - GNA, contract suspension and modification, shall be borne by the party holding title. In this event, Included Timber to which USDA Forest Service holds title, Purchaser of the State GNA contract will not be obligated to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

7.10 - Certified Timber

7.10.1 - Non-certified timber (2/16)

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

Section Name: Sale Specific Current as of 8/18/2020 10:47:51AM



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TIMBER SALE INFORMATION

GNA2 Iris (63-803-20)

T15N, R12W, SEC. 6; T15N, R12W, SEC. 7; T15N, R13W, SEC. 1; T15N, R13W, SEC. 12; T15N, R13W, SEC. 13. Newaygo County (Advertised Price \$88,200.45)

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'.

GNA2 Iris includes both the operating restrictions for Oak Wilt (see spec 5.2.3.4) and Heterobasidion Root Disease (see spec 5.2.3.14) in Pine.

Access may be through other public land.

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

PRODUCTS & SPECIES	ESTIMATED UNITS*		<u>ADV</u>	ERTISED PRICE
Sawtimber				
B. T. Aspen	44.10	MBF	\$	77.00 / MBF
Bl/R/Hybrid Oak	532.90	MBF	\$	94.00 / MBF
Red Maple	22.10	MBF	\$	73.00 / MBF
White Oak	42.10	MBF	\$	66.00 / MBF
Pulpwood				
B. T. Aspen	45.00	Cords	\$	11.70 / Cord
Mixed Oak	1,740.00	Cords	\$	13.95 / Cord
Red Maple	156.00	Cords	\$	10.15 / Cord
Red Pine	6.00	Cords	\$	33.20 / Cord
White Pine	351.00	Cords	\$	10.65 / 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 \$8,820.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
 - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
 - (b) The 10% down payment will be credited towards the first unit cut.
 - (c) Payment for each of the following units must be made before cutting begins in that unit:

PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
01	15.1%
02	21.4%
03	16.2%
04	16.9%
05	19.6%
06	10.8%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 09/30/2023.

Description of Timber by Payment Unit (PU)

E F V E E N V V 2 E	B. T. Aspen BI/R/Hybrid Oak Red Maple White Oak B. T. Aspen Mixed Oak Red Maple White Pine B. T. Aspen	Sawtimber Pulpwood	5.6 89.1 0.7 2.1 11.0 273.0	MBF MBF MBF MBF	39.9	\$13,315.25
F V E M F V V 2 E	Red Maple White Oak B. T. Aspen Mixed Oak Red Maple White Pine	Pulpwood	0.7 2.1 11.0	MBF		
V E N F V	White Oak B. T. Aspen Mixed Oak Red Maple White Pine	Pulpwood	2.1 11.0	I		
E N F V 2 E	B. T. Aspen Mixed Oak Red Maple White Pine	Pulpwood	11.0	MBF		
2 E	Mixed Oak Red Maple White Pine	Pulpwood				
2 E	Red Maple White Pine		273 N	Cords		
2 E	White Pine		210.0	Cords		
2 E			3.0	Cords		
	B. T. Aspen		33.0	Cords		
		Sawtimber	13.7	MBF	99.5	\$18,846.80
	BI/R/Hybrid Oak		90.5	MBF		
	Red Maple		9.6	MBF		
	White Oak		8.8	MBF		
	B. T. Aspen	Pulpwood	13.0	Cords		
	Mixed Oak	'	394.0	Cords		
	Red Maple		104.0	Cords		
	White Pine		122.0	Cords		
	B. T. Aspen	Sawtimber	15.8	MBF	46.0	\$14,279.25
	BI/R/Hybrid Oak	Cawtillibel	96.9	MBF	+0.0	Ψ14,213.20
	White Oak		1.3	MBF		
	B. T. Aspen	Pulpwood	12.0			
	•	Pulpwood		Cords		
	Mixed Oak		230.0	Cords		
	Red Maple		5.0	Cords		
	White Pine	<u> </u>	44.0	Cords		4
	BI/R/Hybrid Oak	Sawtimber	102.8	MBF	26.8	\$14,911.55
	White Oak		20.9	MBF		
	B. T. Aspen	Pulpwood	4.0	Cords		
	Mixed Oak		247.0	Cords		
	Red Pine		3.0	Cords		
	White Pine		26.0	Cords		
5 E	B. T. Aspen	Sawtimber	2.7	MBF	64.1	\$17,293.80
E	BI/R/Hybrid Oak		109.3	MBF		
F	Red Maple		4.8	MBF		
V	White Oak		4.2	MBF		
E	B. T. Aspen	Pulpwood	1.0	Cords		
N	Mixed Oak		382.0	Cords		
F	Red Maple		17.0	Cords		
	White Pine		63.0	Cords		
	B. T. Aspen	Sawtimber	6.3	MBF	41.4	\$9,553.80
	BI/R/Hybrid Oak		44.3	MBF		+5,555.60
	Red Maple		7.0	MBF		
	White Oak		4.8	MBF		
	B. T. Aspen	Pulpwood	4.0	Cords		
	Mixed Oak		214.0	Cords		
	Red Maple		27.0	Cords		
	Red Maple Red Pine		3.0	Cords		
	White Pine		63.0	Cords		
Ιv	wille Fille		<u> </u>	<u> </u>	<u> </u>	
		TOTAL:	641.2	MBF		
		TOTAL:	2,298.0	Cords		

Sale Specific Conditions & Requirements

Sale Name: GNA2 Iris Sale Number: 63-803-20 Seq#: 1

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (9/19)

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

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1, 2, 3, 5 and 6, all trees are designated for cutting when marked with blue paint above and below stump height, regardless of merchantability.

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

Within Payment Unit(s) 4, cut all trees which meet minimum piece specifications in 2.2 Utilization, except do not cut any orange marked tree.

2.2 - Utilization

2.2.3 - Stump heights (4/07)

Stump heights within the sale area shall not exceed either twelve (12) inches for trees greater than 8 inches at DBH or six (6) inches for trees 8 inches and less at DBH.

2.2.8 - Utilization and removal (5/14)

Retain on site at least 1/4 of the slash from harvested trees (tree tops and limbs less than four inches in diameter). This is because soil productivity needs to be maintained.

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. 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.

4.1.6 - 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, not left in windrows and kept a minimum of 10 feet back from the road edge. Stumps shall be set upright, not left on edge, and be moved at least 10 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

4.1.7 - Road closure (10/11)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing double earthen berms at strategic locations. Temporary berms may be required if no sale activity occurs for 30 or more consecutive days. Contact the sale administrator for details of design and placement.

4.1.11 - Permits (2/12)

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

4.2 - Maintenance

4.2.5 - Two wheel drive condition (2/04)

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

5 - Operations

5.1 - Notification

5.1.1 - Pre-sale conference (10/16)

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operation to determine landing and road locations. The Unit Manager or their representative must be contacted at least 5 days in advance to schedule this 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 twenty four (24) inches in height.

5.2.2 - Hazard Trees/Snags

5.2.2.3 - Snag tree creation (2) (2/04)

Special consideration is given to snags because they are an important part of the habitat requirement for many species of wildlife. The logger is to leave or create at least nine (9) wildlife snags per acre throughout the sale area. Snags consist of leaving a dead standing tree that is not deemed a safety hazard by the Purchaser, or trees with a minimum diameter of nine (9) inches measured at a point to 4.5 feet above ground level which can be girdled the full circumference of the tree. Snags shall be a minimum of fifteen (15) feet tall.

5.2.3 - Operating Restrictions

5.2.3.4 - Oak wilt restriction, no exceptions (1/18)

Within sale area cutting, skidding, hauling within the sale and brushing of access roads to the sale are not permitted during the period of April 15 to July 15. No exceptions will be granted. This is necessary to reduce the spread of oak wilt.

5.2.3.14 - heterobasidion root disease (HRD) (9/19)

This plantation is at risk of infection by the root rot fungus, Heterobasidion irregulare. To prevent the spread of this disease, cutting operations within Payment Unit(s) 1-6, are restricted to the period of January 1st through February 28th. Cutting may only occur outside this period with written permission of the Unit Manager or with the application of a preventative pesticide. Consultation with a forest health specialist will determine if cutting can occur prior to January 1 without pesticide application, dependent upon current and forecasted snow cover. Cellu-Treat and RotStop C are currently the only EPA registered products available in the United States for the control of Heterobasidion. Both products are a water-soluble powder that must be applied to the stump, in accordance with the product label. Dye must be added to these products to provide visible evidence of adequate coverage. Application of these pesticides requires licensing by the Michigan Department of Agriculture and Rural Development. All applicators are required to: provide to the Sale Administrator notification of application per requirements in 40 CFR 170.120; and document and provide to the Sale Administrator annually, by December 31 and prior to closure of sale, the volume of product used and acres treated.

5.2.32 - Decking/landing restoration (9/13)

All decking and landing areas must have the surface area restored to a condition equal to or better than before. This is to

ensure the proper regeneration of the stand. Wood debris, chips and "cookies" from trimmings must be removed or scattered away from landing and loading areas and may not be windrowed on the edge.

5.4 - Soil Protection

5.4.1 - Rutting restriction, general (7/16)

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

5.6 - Debris and Waste Material

5.6.2 - GNA, equipment cleaning (1/16)

- (a) Areas, known by the DNR prior to timber sale advertisement, that are infested with invasive species of concern are shown on the Timber Sale Map. A current list of invasive species of concern and a map showing the extent of known infestations is available from the DNR. For purposes of this provision, "Off-Road Equipment" includes all logging and construction machinery, except for log trucks, chip vans, service vehicles, water trucks, pickup trucks, cars, and similar vehicles.
- (b) Purchaser shall adhere to the following requirements with regard to cleaning "Off-Road Equipment":
- (i) Prior to moving Off-Road Equipment onto the Sale Area, Purchaser shall identify the location of the equipment's most recent operation. Purchaser shall not move any Off-Road Equipment that last operated in an area infested with one or more invasive species of concern onto Sale Area without having cleaned such equipment of seeds, soil, vegetative matter, and other debris that could contain or hold seeds, and having notified the DNR, as provided in (iii). If the location of prior operation cannot be identified, then Purchaser shall assume that the location is infested with invasive species of concern.
- (ii) Prior to moving Off-Road Equipment from a cutting unit that is shown on the Timber Sale Map to be infested with invasive species of concern to, or through any other area that is shown as being free of invasive species of concern, or infested with a different invasive species, Purchaser shall clean such equipment of seeds, soil, vegetative matter, and other debris that could contain or hold seeds, and shall notify the DNR, as provided in (iii).
- (iii) Prior to moving any Off-Road Equipment subject to the cleaning requirements set forth above, Purchaser shall advise DNR of its cleaning measures and make the equipment available for inspection. DNR shall have 2 days, excluding weekends and State holidays, to inspect equipment after it has been made available. After satisfactory inspection or after such 2 day period, Purchaser may move the equipment as planned. Equipment shall be considered clean when a visual inspection does not disclose seeds, soil, vegetative matter, and other debris that could contain or hold seeds. Purchaser shall not be required to disassemble equipment unless so directed by the DNR after inspection.
- (iv) If Purchaser desires to clean Off-Road Equipment on National Forest land, such as at the end of a project or prior to moving to, or through an area that is free of invasive species of concern, Purchaser shall obtain prior approval from the Unit Manager or his/her representative as to the location for such cleaning and measures, if any, for controlling impacts.
- (v) Unit Manager or his/her representative may order delay, interruption, or modification of this Contract pursuant to Condition & Requirement 7.3 or 7.3.4.
- (c) Nothing contained in this Condition & Requirement shall be interpreted as creating any warranty on the part of the DNR that all locations of invasive species of concern have been described herein, elsewhere in this Contract, or designated on the ground. Following sale advertisement, additional locations may be described or designated, and other species may be added to the list of invasive species of concern. In such event, the Unit Manager or his/her representative may order delay, interruption, or modification of this Contract pursuant to Condition & Requirement 7.3 or 7.3.4.
- (d) The parties shall promptly communicate with one another with respect to description or designation of additional locations; discovery of locations of new species or new infestation; and, addition of species to the list of invasive species of concern.

5.8 - Protection of Endangered Species

5.8.5 - Protection of raptor nests (3/13)

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

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 Woodbridge Ave, Hayes St and Centerline Rd prior to beginning operations. The road must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser shall 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

7.3.3 - Modification for reforestation (8/05)

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

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

- (a) The Unit Manager may, by written order, delay or interrupt authorized operations under this contract or, notwithstanding Condition & Requirement 7.3, modify this contract, in whole or in part:
- (i) To prevent environmental degradation or resource damage, including, but not limited to, harm to habitat, plants, animals, cultural resources, or cave resources;
- (ii) To ensure consistency with land and resource management plans or other documents prepared pursuant to the National Environmental Policy Act of 1969, 42 USC 4321-4347;
- (iii) To conduct environmental analysis, including, but not limited to, engaging in consultation pursuant to the Endangered Species Act of 1973, 16 USC 1531, et seq.; or
- (iv) Upon agreement of the Forest Service, due to administrative appeal or litigation, regardless of whether the Unit Manager's order is required by a court order or this contract is named in such a proceeding.
- (b) In the event of an order delaying or interrupting Purchaser's Operations under this Condition & Requirement, Purchaser's remedy shall be:
- (i) a no cost contract extension,
- (ii) reimbursement for Out-of-Pocket Expenses,

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

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

7.5 - Loss

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

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

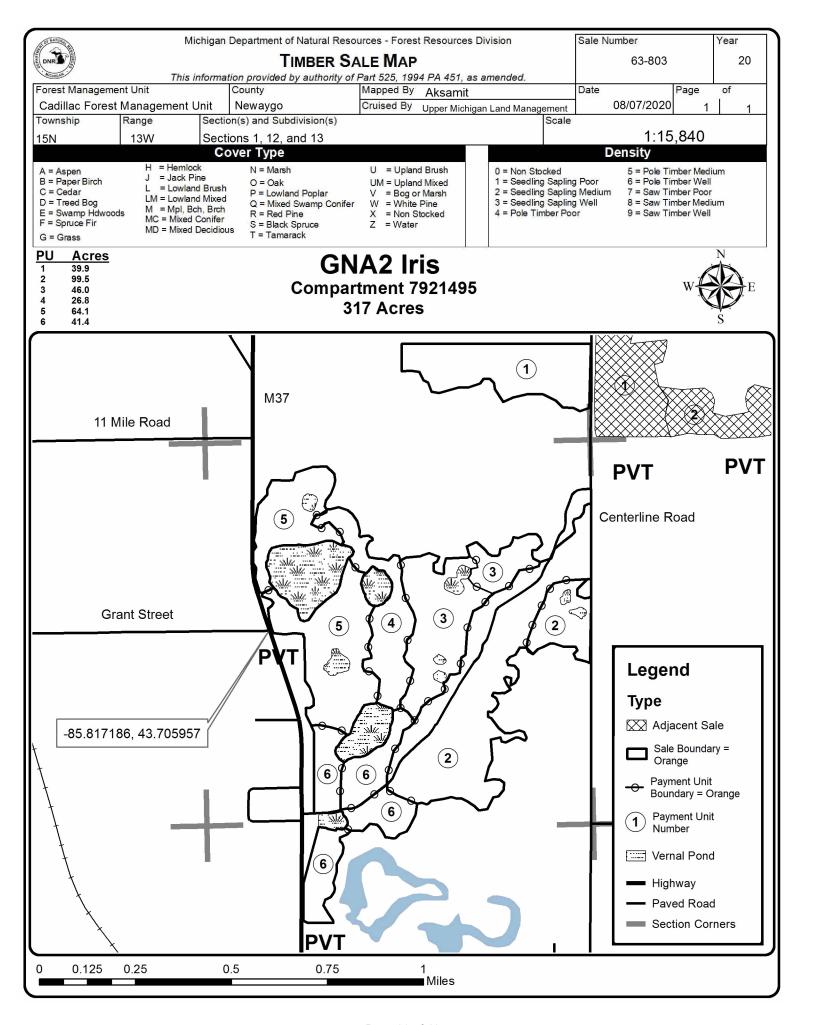
Deterioration or loss of timber value due to delay or interruption under 7.3.4 - GNA, contract suspension and modification, shall be borne by the party holding title. In this event, Included Timber to which USDA Forest Service holds title, Purchaser of the State GNA contract will not be obligated to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

7.10 - Certified Timber

7.10.1 - Non-certified timber (2/16)

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

Section Name: Sale Specific Current as of 8/21/2020 2:15:29PM



TIMBER SALE INFORMATION

GNA2 Turkeyville (63-804-20)

T15N, R12W, SEC. 5; T15N, R12W, SEC. 6; T15N, R12W, SEC. 7. Newaygo County (Advertised Price \$149,923.80)

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'."

This sale includes both the operating restrictions Heterobasidion Root Disease (see spec 5.2.3.14) and Oak Wilt (see spec 5.2.3.4).

Access may be through other public land.

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

PRODUCTS & SPECIES	ESTIMATED UNITS*		<u>ADVE</u>	RTISED PRICE
Sawtimber				
Red Pine	1,094.40	MBF	\$	83.00 / MBF
White Pine	124.50	MBF	\$	69.00 / MBF
Pulpwood				
BI/R/Hybrid Oak	32.00	Cords	\$	13.95 / Cord
Mixed Aspen	33.00	Cords	\$	11.70 / Cord
Mixed Hardwood	84.00	Cords	\$	10.15 / Cord
Red Pine	1,392.00	Cords	\$	33.20 / Cord
White Pine	244.00	Cords	\$	10.65 / Cord

^{*} The total volume is statistically estimated within plus (+) or minus (-) 10.77 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 \$14,992.00 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	13.3%
02	6.6%
03	43.9%
04	36.2%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 09/30/2023.

Description of Timber by Payment Unit (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Red Pine	Sawtimber	161.0	MBF	36.0	\$19,928.60
	White Pine		31.5	MBF		·
	Mixed Hardwood	Pulpwood	2.0	Cords		
	Red Pine		115.0	Cords		
	White Pine		52.0	Cords		
2	Red Pine	Sawtimber	12.3	MBF	19.0	\$9,845.20
	White Pine		93.0	MBF		
	BI/R/Hybrid Oak	Pulpwood	10.0	Cords		
	Red Pine		8.0	Cords		
	White Pine		188.0	Cords		
3	Red Pine	Sawtimber	481.1	MBF	62.6	\$65,881.30
	Mixed Hardwood	Pulpwood	60.0	Cords		
	Red Pine		762.0	Cords		
	White Pine		4.0	Cords		
4	Red Pine	Sawtimber	440.0	MBF	43.9	\$54,268.70
	Bl/R/Hybrid Oak	Pulpwood	22.0	Cords		
	Mixed Aspen		33.0	Cords		
	Mixed Hardwood		22.0	Cords		
	Red Pine		507.0	Cords		
		TOTAL:	1,218.9	MBF		
		TOTAL:	1,785.0	Cords		

Sale Specific Conditions & Requirements

Sale Name: GNA2 Turkeyville Sale Number: 63-804-20 Seq#: 1

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (9/19)

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

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1, 2, 3 and 4, all trees are designated for cutting when marked with blue paint above and below stump height, regardless of merchantability. In addition, cut all red maple trees. Also, within designated die back pockets of Payment Units 3 and 4, cut all red pine and white pine trees which meet minimum piece specifications in 2.2 Utilization (see Timber Sale Map).

2.2 - Utilization

2.2.3 - Stump heights (4/07)

Stump heights within the sale area shall not exceed either twelve (12) inches for trees greater than eight (8) inches at DBH or six (6) inches for trees eight (8) inches or less at DBH.

2.2.8 - Utilization and removal (5/14)

Retain on site at least 1/4 of the slash from harvested trees (tree tops and limbs less than four (4) inches in diameter). This is because soil productivity needs to be maintained.

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. 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.

4.1.6 - 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, not left in windrows and kept a minimum of 10 feet back from the road edge. Stumps shall be set upright, not left on edge, and be moved at least 10 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

4.1.7 - Road closure (10/11)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing double earthen berms at strategic locations. Temporary berms may be required if no sale activity occurs for 30 or more consecutive days. Contact the sale administrator for details of design and placement.

4.1.11 - Permits (2/12)

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

4.2 - Maintenance

4.2.1 - Hauling restriction (12/08)

Hauling is restricted on FR 5041. The restriction is due to direction given by USFS.

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 operation to determine landing and road locations. The Unit Manager or their representative must be contacted at least 5 days in advance to schedule this 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 twenty four (24) inches in height.

5.2.2 - Hazard Trees/Snags

5.2.2.3 - Snag tree creation (2) (2/04)

Special consideration is given to snags because they are an important part of the habitat requirement for many species of wildlife. The logger is to leave or create at least nine wildlife snags per acre throughout the sale area. Snags consist of leaving a dead standing tree that is not deemed a safety hazard by the Purchaser, or trees with a minimum diameter of nine (9) inches measured at a point to 4.5 feet above ground level which can be girdled the full circumference of the tree. Snags shall be a minimum of fifteen (15) feet tall.

5.2.3 - Operating Restrictions

5.2.3.4 - Oak wilt restriction, no exceptions (1/18)

Within Payment Unit(s) 1, 2, 3 and 4, cutting, skidding, hauling within the sale and brushing of access roads to the sale are not permitted during the period of April 15 to July 15. No exceptions will be granted. This is necessary to reduce the spread of oak wilt.

5.2.3.14 - heterobasidion root disease (HRD) (9/19)

This plantation is at risk of infection by the root rot fungus, Heterobasidion irregulare. To prevent the spread of this disease, cutting operations within Payment Unit(s) 1-4, are restricted to the period of January 1st through February 28th. Cutting may only occur outside this period with written permission of the Unit Manager or with the application of a preventative pesticide. Consultation with a forest health specialist will determine if cutting can occur prior to January 1 without pesticide application, dependent upon current and forecasted snow cover. Cellu-Treat and RotStop C are currently the only EPA registered products available in the United States for the control of Heterobasidion. Both products are a water-soluble powder that must be applied to the stump, in accordance with the product label. Dye must be added to these products to provide visible evidence of adequate coverage. Application of these pesticides requires licensing by the Michigan Department of Agriculture and Rural Development. All applicators are required to: provide to the Sale Administrator notification of application per requirements in 40 CFR 170.120; and document and provide to the Sale Administrator annually, by December 31 and prior to closure of sale, the volume of product used and acres treated.

5.2.32 - Decking/landing restoration (9/13)

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

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

5.4 - Soil Protection

5.4.1 - Rutting restriction, general (7/16)

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

5.6 - Debris and Waste Material

5.6.2 - GNA, equipment cleaning (1/16)

- (a) Areas, known by the DNR prior to timber sale advertisement, that are infested with invasive species of concern are shown on the Timber Sale Map. A current list of invasive species of concern and a map showing the extent of known infestations is available from the DNR. For purposes of this provision, "Off-Road Equipment" includes all logging and construction machinery, except for log trucks, chip vans, service vehicles, water trucks, pickup trucks, cars, and similar vehicles.
- (b) Purchaser shall adhere to the following requirements with regard to cleaning "Off-Road Equipment":
- (i) Prior to moving Off-Road Equipment onto the Sale Area, Purchaser shall identify the location of the equipment's most recent operation. Purchaser shall not move any Off-Road Equipment that last operated in an area infested with one or more invasive species of concern onto Sale Area without having cleaned such equipment of seeds, soil, vegetative matter, and other debris that could contain or hold seeds, and having notified the DNR, as provided in (iii). If the location of prior operation cannot be identified, then Purchaser shall assume that the location is infested with invasive species of concern.
- (ii) Prior to moving Off-Road Equipment from a cutting unit that is shown on the Timber Sale Map to be infested with invasive species of concern to, or through any other area that is shown as being free of invasive species of concern, or infested with a different invasive species, Purchaser shall clean such equipment of seeds, soil, vegetative matter, and other debris that could contain or hold seeds, and shall notify the DNR, as provided in (iii).
- (iii) Prior to moving any Off-Road Equipment subject to the cleaning requirements set forth above, Purchaser shall advise DNR of its cleaning measures and make the equipment available for inspection. DNR shall have 2 days, excluding weekends and State holidays, to inspect equipment after it has been made available. After satisfactory inspection or after such 2 day period, Purchaser may move the equipment as planned. Equipment shall be considered clean when a visual inspection does not disclose seeds, soil, vegetative matter, and other debris that could contain or hold seeds. Purchaser shall not be required to disassemble equipment unless so directed by the DNR after inspection.
- (iv) If Purchaser desires to clean Off-Road Equipment on National Forest land, such as at the end of a project or prior to moving to, or through an area that is free of invasive species of concern, Purchaser shall obtain prior approval from the Unit Manager or his/her representative as to the location for such cleaning and measures, if any, for controlling impacts.
- (v) Unit Manager or his/her representative may order delay, interruption, or modification of this Contract pursuant to Condition & Requirement 7.3 or 7.3.4.
- (c) Nothing contained in this Condition & Requirement shall be interpreted as creating any warranty on the part of the DNR that all locations of invasive species of concern have been described herein, elsewhere in this Contract, or designated on the ground. Following sale advertisement, additional locations may be described or designated, and other species may be added to the list of invasive species of concern. In such event, the Unit Manager or his/her representative may order delay, interruption, or modification of this Contract pursuant to Condition & Requirement 7.3 or 7.3.4.
- (d) The parties shall promptly communicate with one another with respect to description or designation of additional locations; discovery of locations of new species or new infestation; and, addition of species to the list of invasive species of concern.

5.8 - Protection of Endangered Species

5.8.5 - Protection of raptor nests (3/13)

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

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 Hayes Street and Centerline 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 shall 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

7.3.3 - Modification for reforestation (8/05)

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

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

- (a) The Unit Manager may, by written order, delay or interrupt authorized operations under this contract or, notwithstanding Condition & Requirement 7.3, modify this contract, in whole or in part:
- (i) To prevent environmental degradation or resource damage, including, but not limited to, harm to habitat, plants, animals, cultural resources, or cave resources;
- (ii) To ensure consistency with land and resource management plans or other documents prepared pursuant to the National Environmental Policy Act of 1969, 42 USC 4321-4347;
- (iii) To conduct environmental analysis, including, but not limited to, engaging in consultation pursuant to the Endangered Species Act of 1973, 16 USC 1531, et seq.; or
- (iv) Upon agreement of the Forest Service, due to administrative appeal or litigation, regardless of whether the Unit Manager's order is required by a court order or this contract is named in such a proceeding.
- (b) In the event of an order delaying or interrupting Purchaser's Operations under this Condition & Requirement, Purchaser's remedy shall be:
- (i) a no cost contract extension,
- (ii) reimbursement for Out-of-Pocket Expenses,

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

(c) Remedies awarded to the Purchaser shall not be duplicative, and the Unit Manager shall have the right to structure

remedies provided herein to avoid duplicative compensation.

(d) Purchaser agrees that this Condition & Requirement, and the remedies provided herein shall apply regardless of any finding by any court that the DNR failed to comply with any statute, regulation and/or policy in connection with awarding, advertising, or authorizing this sale, or a similar sale.

7.5 - Loss

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

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

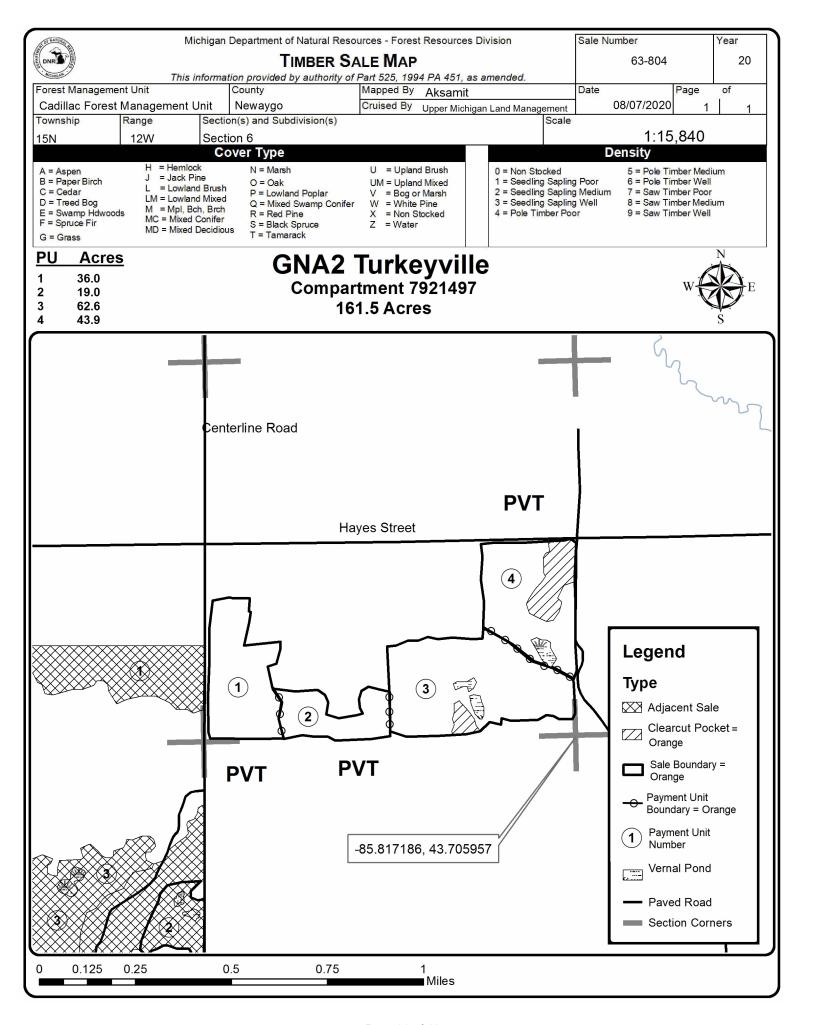
Deterioration or loss of timber value due to delay or interruption under 7.3.4 - GNA, contract suspension and modification, shall be borne by the party holding title. In this event, Included Timber to which USDA Forest Service holds title, Purchaser of the State GNA contract will not be obligated to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

7.10 - Certified Timber

7.10.1 - Non-certified timber (2/16)

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

Section Name: Sale Specific Current as of 8/26/2020 8:27:54AM



TIMBER SALE INFORMATION

GNA2 Hayfield (63-805-20)

T15N, R12W, SEC. 5.

Newaygo County (Advertised Price \$67,204.85)

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

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

PRODUCTS & SPECIES	ESTIMATED UNITS*		ADVE	RTISED PRICE
Sawtimber				
Red Pine	181.00	MBF	\$	98.00 / MBF
Pulpwood				
Black Cherry	3.00	Cords	\$	12.00 / Cord
Jack Pine	1.00	Cords	\$	11.85 / Cord
Mixed Oak	50.00	Cords	\$	16.50 / Cord
Red Pine	1,239.00	Cords	\$	39.20 / Cord
White Pine	2.00	Cords	\$	12.60 / Cord

^{*} The total volume is statistically estimated within plus (+) or minus (-) 12.64 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 \$6,720.00 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	33.2%
02	20.2%
03	46.6%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 03/31/2022.

Description of Timber by Payment Unit (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Red Pine	Sawtimber	60.5	MBF	25.3	\$22,314.60
	Red Pine	Pulpwood	418.0	Cords		
2	Red Pine	Sawtimber	29.7	MBF	24.5	\$13,557.60
	Black Cherry	Pulpwood	3.0	Cords		
	Mixed Oak		50.0	Cords		
	Red Pine		249.0	Cords		
	White Pine		2.0	Cords		
3	Red Pine	Sawtimber	90.8	MBF	27.3	\$31,332.65
	Jack Pine	Pulpwood	1.0	Cords		
	Red Pine		572.0	Cords		
		TOTAL:	181.0	MBF		
		TOTAL:	1,295.0	Cords		

Sale Specific Conditions & Requirements

Sale Name: GNA2 Hayfield Sale Number: 63-805-20 Seq#: 1

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (9/19)

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

2 - Timber Specifications

2.1 - Included Timber

2.1.8 - Designated plantation row unit(s) (12/08)

Within Payment Unit(s) 1, 2 and 3, all red pine trees which meet minimum piece specifications in 2.2 Utilization, within designated plantation rows are designated for cutting. Designated plantation rows are every third row and identified by blue painted confidence trees. Within Payment Unit 2, remove red oak trees within rows to facilitate present and future stand operability. In addition, within Payment Unit 3, cut all pine species within the die back pockets, as shown on the Timber Sale Map.

2.2 - Utilization

2.2.3 - Stump heights (4/07)

Stump heights within the sale area shall not exceed either twelve (12) inches for trees greater than ten (10) inches at DBH or four (4) inches for trees ten (10) inches and less at DBH.

2.2.8 - Utilization and removal (5/14)

Retain on site less than 1/4 of the slash from harvested trees (tree tops and limbs less than four (4) inches in diameter). This is because soil productivity needs to be maintained.

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.

4 - Transportation

4.1 - Construction

4.1.3 - Slash and earthen piles (8/04)

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

4.1.6 - Road construction (1/09)

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, not left in windrows and kept a minimum of 10 feet back from the road edge. Stumps shall be set upright, not left on edge, and be moved at least 10 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

4.1.7 - Road closure (10/11)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing double earthen berms at strategic locations. Temporary berms may be required if no sale activity occurs for 30 or more consecutive days. Contact the sale administrator for further details.

4.1.11 - Permits (2/12)

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

5 - Operations

5.1 - Notification

5.1.1 - Pre-sale conference (10/16)

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operation to determine landing and road locations. The Unit Manager or their representative must be contacted at least 5 days in advance to schedule this 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 twenty four (24) inches in height.

5.2.2 - Hazard Trees/Snags

5.2.2.3 - Snag tree creation (2) (2/04)

Special consideration is given to snags because they are an important part of the habitat requirement for many species of wildlife. The logger is to leave or create at least nine wildlife snags per acre throughout the sale area. Snags consist of leaving a dead standing tree that is not deemed a safety hazard by the Purchaser, or trees with a minimum diameter of nine (9) inches measured at a point to 4.5 feet above ground level which can be girdled the full circumference of the tree. These snags shall be a minimum of fifteen (15) feet tall.

5.2.3 - Operating Restrictions

5.2.3.14 - heterobasidion root disease (HRD) (9/19)

This plantation is at risk of infection by the root rot fungus, Heterobasidion irregulare. To prevent the spread of this disease, cutting operations within Payment Unit(s) 1, 2 and 3 are restricted to the period of January 1st through February 28th. Cutting may only occur outside this period with written permission of the Unit Manager or with the application of a preventative pesticide. Consultation with a forest health specialist will determine if cutting can occur prior to January 1 without pesticide application, dependent upon current and forecasted snow cover. Cellu-Treat and RotStop C are currently the only EPA registered products available in the United States for the control of Heterobasidion. Both products are a water-soluble powder that must be applied to the stump, in accordance with the product label. Dye must be added to these products to provide visible evidence of adequate coverage. Application of these pesticides requires licensing by the Michigan Department of Agriculture and Rural Development. All applicators are required to: provide to the Sale Administrator notification of application per requirements in 40 CFR 170.120; and document and provide to the Sale Administrator annually, by December 31 and prior to closure of sale, the volume of product used and acres treated.

5.2.32 - Decking/landing restoration (9/13)

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

5.4 - Soil Protection

5.4.1 - Rutting restriction, general (7/16)

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

5.6 - Debris and Waste Material

5.6.2 - GNA, equipment cleaning (1/16)

(a) Areas, known by the DNR prior to timber sale advertisement, that are infested with invasive species of concern are shown on the Timber Sale Map. A current list of invasive species of concern and a map showing the extent of known infestations is available from the DNR. For purposes of this provision, "Off-Road Equipment" includes all logging and construction machinery, except for log trucks, chip vans, service vehicles, water trucks, pickup trucks, cars, and similar vehicles.

- (b) Purchaser shall adhere to the following requirements with regard to cleaning "Off-Road Equipment":
- (i) Prior to moving Off-Road Equipment onto the Sale Area, Purchaser shall identify the location of the equipment's most recent operation. Purchaser shall not move any Off-Road Equipment that last operated in an area infested with one or more invasive species of concern onto Sale Area without having cleaned such equipment of seeds, soil, vegetative matter, and other debris that could contain or hold seeds, and having notified the DNR, as provided in (iii). If the location of prior operation cannot be identified, then Purchaser shall assume that the location is infested with invasive species of concern.
- (ii) Prior to moving Off-Road Equipment from a cutting unit that is shown on the Timber Sale Map to be infested with invasive species of concern to, or through any other area that is shown as being free of invasive species of concern, or infested with a different invasive species, Purchaser shall clean such equipment of seeds, soil, vegetative matter, and other debris that could contain or hold seeds, and shall notify the DNR, as provided in (iii).
- (iii) Prior to moving any Off-Road Equipment subject to the cleaning requirements set forth above, Purchaser shall advise DNR of its cleaning measures and make the equipment available for inspection. DNR shall have 2 days, excluding weekends and State holidays, to inspect equipment after it has been made available. After satisfactory inspection or after such 2 day period, Purchaser may move the equipment as planned. Equipment shall be considered clean when a visual inspection does not disclose seeds, soil, vegetative matter, and other debris that could contain or hold seeds. Purchaser shall not be required to disassemble equipment unless so directed by the DNR after inspection.
- (iv) If Purchaser desires to clean Off-Road Equipment on National Forest land, such as at the end of a project or prior to moving to, or through an area that is free of invasive species of concern, Purchaser shall obtain prior approval from the Unit Manager or his/her representative as to the location for such cleaning and measures, if any, for controlling impacts.
- (v) Unit Manager or his/her representative may order delay, interruption, or modification of this Contract pursuant to Condition & Requirement 7.3 or 7.3.4.
- (c) Nothing contained in this Condition & Requirement shall be interpreted as creating any warranty on the part of the DNR that all locations of invasive species of concern have been described herein, elsewhere in this Contract, or designated on the ground. Following sale advertisement, additional locations may be described or designated, and other species may be added to the list of invasive species of concern. In such event, the Unit Manager or his/her representative may order delay, interruption, or modification of this Contract pursuant to Condition & Requirement 7.3 or 7.3.4.
- (d) The parties shall promptly communicate with one another with respect to description or designation of additional locations; discovery of locations of new species or new infestation; and, addition of species to the list of invasive species of concern.
- 5.8 Protection of Endangered Species

5.8.5 - Protection of raptor nests (3/13)

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

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 Hayes Street and Willow Avenue 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 shall 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

7.3.3 - Modification for reforestation (8/05)

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

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

- (a) The Unit Manager may, by written order, delay or interrupt authorized operations under this contract or, notwithstanding Condition & Requirement 7.3, modify this contract, in whole or in part:
- (i) To prevent environmental degradation or resource damage, including, but not limited to, harm to habitat, plants, animals, cultural resources, or cave resources;
- (ii) To ensure consistency with land and resource management plans or other documents prepared pursuant to the National Environmental Policy Act of 1969, 42 USC 4321-4347;
- (iii) To conduct environmental analysis, including, but not limited to, engaging in consultation pursuant to the Endangered Species Act of 1973, 16 USC 1531, et seq.; or
- (iv) Upon agreement of the Forest Service, due to administrative appeal or litigation, regardless of whether the Unit Manager's order is required by a court order or this contract is named in such a proceeding.
- (b) In the event of an order delaying or interrupting Purchaser's Operations under this Condition & Requirement, Purchaser's remedy shall be:
- (i) a no cost contract extension,
- (ii) reimbursement for Out-of-Pocket Expenses,

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

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

7.5 - Loss

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

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

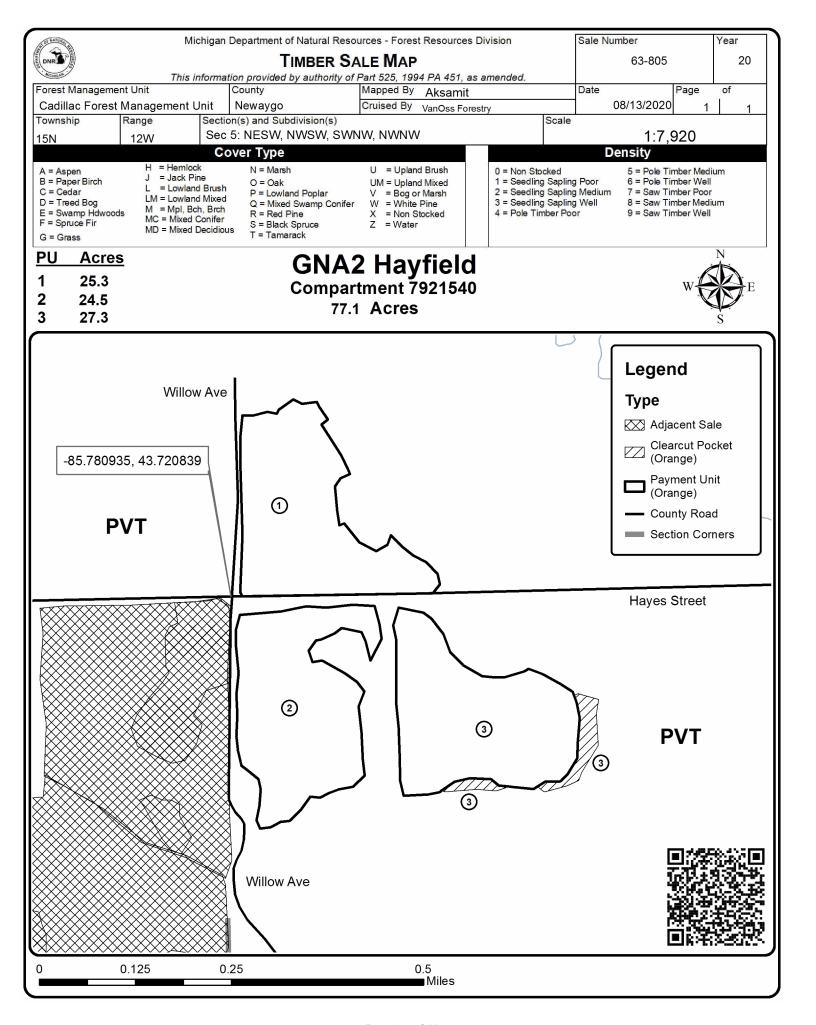
Deterioration or loss of timber value due to delay or interruption under 7.3.4 - GNA, contract suspension and modification, shall be borne by the party holding title. In this event, Included Timber to which USDA Forest Service holds title, Purchaser of the State GNA contract will not be obligated to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

7.10 - Certified Timber

7.10.1 - Non-certified timber (2/16)

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

Section Name: Sale Specific Current as of 8/18/2020 3:33:24PM



Page 38 of 46

BID FORM

CADILLAC MANAGEMENT UNIT BALDWIN FIELD OFFICE

GNA2 Iris (63-803-20)

T15N, R12W, SEC. 6; T15N, R12W, SEC. 7; T15N, R13W, SEC. 1; T15N, R13W,

In response to the notice of sale to be held 3:00 p.m. (local time) on September 23, 2020, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES Sawtimber	<u>ESTIMATED</u>	VOLUME*	<u>ADV</u>	ERTISED PRICE	BID PRICE/UNIT
B. T. Aspen	44.10	MRE	\$	77.00/MBF	\$
•					·
BI/R/Hybrid Oak	532.90	MBF	\$	94.00/MBF	\$
Red Maple	22.10	MBF	\$	73.00/MBF	\$
White Oak	42.10	MBF	\$	66.00/MBF	\$
Pulpwood					
B. T. Aspen	45.00	Cords	\$	11.70/Cord	\$
Mixed Oak	1,740.00	Cords	\$	13.95/Cord	\$
Red Maple	156.00	Cords	\$	10.15/Cord	\$
Red Pine	6.00	Cords	\$	33.20/Cord	\$
White Pine	351.00	Cords	\$	10.65/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 biddi						
	Company representative's n						
	Address:						
	City:	State:	Zip:				
IF AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.							
Individual	l or company representative's	signature:		Date:			
Phone nu	ımber :	E	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



Michigan Department of Natural Resources Forest Resources Division

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

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

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

VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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

•	 In addition, it boxes 2B or 2C are checked, then Notice of E twenty-one (21) days of the contract award and prior to the is 	exclusion or Certificate of Insurance must be submitted within suance of the timber sale contract.						
•	All Information must be typed or printed except for written significant.	All Information must be typed or printed except for written signatures.						
Ple	Please Check Appropriate Categories:							
1.	 My business is organized as (you must check one of the book. Sole Proprietorship (individual) Partnership Corporation 	oxes below):						
2.	 You must check <u>one</u> of the boxes below: A. I certify my business is a sole proprietorship and it has no e 	ampleyees but the cele preprieter. Lem not subject to the						
	Worker's Compensation Laws. B. I certify my business has satisfied its o bligation to the Work	ker's Compensation Act through the use of an approved Notice of the Notice of Exclusion within 21 days of the contract award. (For						
	C. I certify my business has a Worker's Compensation Policy. one (21) days of the contract award.	I will provide an original Certificate of Insurance within twenty-						
3.	 If you have checked item 2(A) or 2(B), you must indicate than yourself, including family members and active partners 	the number of both full-time and part-time employees, other s (if none, you must enter "0").						
	Full-time Employees	Part-time Employees						
Van	Name of Business	Federal ID (or) Social Security No.						
Add	Address	Telephone ()						
City	City State	ZIP						
	hereby certify that the above information is true and correct. In factors affecting my coverage during any of my present and for							
-	Signature of Owner or Authorized Representative							
_=	Title	Date						

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

FEDERAL ID:

BID FORM

CADILLAC MANAGEMENT UNIT BALDWIN FIELD OFFICE

GNA2 Turkeyville (63-804-20)

T15N, R12W, SEC. 5; T15N, R12W, SEC. 6; T15N, R12W, SEC. 7; Newaygo

In response to the notice of sale to be held 3:00 p.m. (local time) on September 23, 2020, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	ESTIMATED	VOLUME*	AD\	/ERTISED PRICE	BID PRICE/UNIT
Sawtimber					
Red Pine	1,094.40	MBF	\$	83.00/MBF	\$
White Pine	124.50	MBF	\$	69.00/MBF	\$
Pulpwood					
BI/R/Hybrid Oak	32.00	Cords	\$	13.95/Cord	\$
Mixed Aspen	33.00	Cords	\$	11.70/Cord	\$
Mixed Hardwood	84.00	Cords	\$	10.15/Cord	\$
Red Pine	1,392.00	Cords	\$	33.20/Cord	\$
White Pine	244.00	Cords	\$	10.65/Cord	\$

*The volumes are statistically estimated within plus (+) or minus (-) 10.77 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

							
	Company or individual bidding:						
Company representative's name:							
	Address:						
	City:	State:	Zip:				
IF AVAILA	ABLE, PLEASE PLACE THE PERSON	NALIZED LABEL FROM	YOUR PROSPECTUS IN T	HE ABOVE BOX.			
Individual	or company representative's signature	e:		Date:			
Phone nu	mber ·	Fmail (c	optional).				

or SOCIAL SECURITY NUMBER:

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



Michigan Department of Natural Resources Forest Resources Division

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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

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

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

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:

	A. ☐ Sole Proprietorship (individual)							
	B. Partnership							
	C. Corporation							
2.	2. You must check <u>one</u> of the boxes below:							
	 A. I certify my business is a sole proprietorship and it has no en Worker's Compensation Laws. 	A. I certify my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.						
	B. I certify my business has satisfied its o bligation to the Worke Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the questions or a copy of the BWC-337, please call the Worker	Notice of Exclusion within 21 days of the contract award. (For						
	C. I certify my business has a Worker's Compensation Policy. I one (21) days of the contract award.	will provide an original Certificate of Insurance within twenty-						
3.	3. If you have checked item 2(A) or 2(B), you must indicate t than yourself, including family members and active partners							
	Full-time Employees	Part-time Employees						
Nan	Name of Business	ederal ID (or) Social Security No.						
		3.00.00.00						
Add	Address T	elephone)						
City	City State Z	IP						
	I hereby certify that the above information is true and correct. I a in factors affecting my coverage during any of my present and fu							
5	Signature of Owner or Authorized Representative							
7	Title	Date						

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

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

TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

BID FORM

CADILLAC MANAGEMENT UNIT BALDWIN FIELD OFFICE

GNA2 35 Road Red Pine (63-802-20)

T23N, R10W, SEC. 35; T23N, R10W, SEC. 36; Wexford COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on September 23, 2020, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	ESTIMATED	VOLUME*	<u>ADV</u>	ERTISED PRICE	BID PRICE/UNIT
Sawtimber					
Red Pine	311.20	MBF	\$	83.00/MBF	\$
Pulpwood					
Red Pine	317.00	Cords	\$	33.20/Cord	\$

*The volumes are statistically estimated within plus (+) or minus (-) 15.83 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 SOCIA	AL 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 nu	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



Michigan Department of Natural Resources Forest Resources Division

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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

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

VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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

•	In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract. All Information must be typed or printed except for written signatures.		
•			
Ple	lease Check Appropriate Categories:		
1.	 My business is organized as (you must check <u>one</u> of the land A. ☐ Sole Proprietorship (individual) B. ☐ Partnership C. ☐ Corporation 	boxes below):	
2.	You must check <u>one</u> 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	
		ker's Compensation Act through the use of an approved Notice of the Notice of Exclusion within 21 days of the contract award. (For ker's Compensation Bureau at 517-322-1195).	
	C. ☐ I certify my business has a Worker's Compensation Policy one (21) days of the contract award.	. I will provide an original Certificate of Insurance within twenty-	
3.	If you have checked item 2(A) or 2(B), you must indicate than yourself, including family members and active partne	e the number of both full-time and part-time employees, other rs (if none, you must enter "0").	
	Full-time Employees	Part-time Employees	
lam	ame of Business	Federal ID (or) Social Security No.	
Addı	dress	Telephone ()	
City	State	ZIP	
	nereby certify that the above information is true and correct. factors affecting my coverage during any of my present and	I agree to notify the Michigan DNR of any changes that occur future operations.	
S	Signature of Owner or Authorized Representative		
T	Title	Date	

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

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

TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

BID FORM

CADILLAC MANAGEMENT UNIT BALDWIN FIELD OFFICE

GNA2 Hayfield (63-805-20) T15N, R12W, SEC. 5; Newaygo COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on September 23, 2020, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	<u>ESTIMATED</u>	VOLUME*	AD\	/ERTISED PRICE	BID PRICE/UNIT
Sawtimber					
Red Pine	181.00	MBF	\$	98.00/MBF	\$
Pulpwood					
Black Cherry	3.00	Cords	\$	12.00/Cord	\$
Jack Pine	1.00	Cords	\$	11.85/Cord	\$
Mixed Oak	50.00	Cords	\$	16.50/Cord	\$
Red Pine	1,239.00	Cords	\$	39.20/Cord	\$
White Pine	2.00	Cords	\$	12.60/Cord	\$

*The volumes are statistically estimated within plus (+) or minus (-) 12.64 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:				l
	Company representative's name:				
	Address:				
	City:	State:	Zip:		
IF AVAILA	ABLE, PLEASE PLACE THE PERSO	NALIZED LABEL FROM	YOUR PROSPECTUS IN TH	HE ABOVE BOX.	
Individua	dividual or company representative's signature: Date:			_	
Phone number: Email (ontional):					

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



Michigan Department of Natural Resources Forest Resources Division

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

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

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

VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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

•	twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract. All Information must be typed or printed except for written signatures.			
•				
Ple	Please Check Appropriate Categories:			
1.	 My business is organized as (you must check one of the base) Sole Proprietorship (individual) Partnership Corporation 	poxes below):		
2.	You must check <u>one</u> of the boxes below: A. I certify my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the			
	Worker's Compensation Laws. B. I certify my business has satisfied its o bligation to the Wor	ker's Compensation Act through the use of an approved Notice of he Notice of Exclusion within 21 days of the contract award. (For		
	C. I certify my business has a Worker's Compensation Policy. one (21) days of the contract award.	. I will provide an original Certificate of Insurance within twenty-		
3.	 If you have checked item 2(A) or 2(B), you must indicate than yourself, including family members and active partner 	e the number of both full-time and part-time employees, other rs (if none, you must enter "0").		
	Full-time Employees	Part-time Employees		
Van	Name of Business	Federal ID (or) Social Security No.		
Add	Address	Telephone ()		
City	City State	ZIP		
	hereby certify that the above information is true and correct. In factors affecting my coverage during any of my present and t			
	Signature of Owner or Authorized Representative			
_=	Title	Date		

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

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