

# DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

## **TIMBER SALE PROSPECTUS #6936**

SCHEDULED SALE DATE AND TIME: 8:30 a.m. (local time) on September 24, 2021. LOCATION: GRAYLING MGMT UNIT, 1955 HARTWICK PINES ROAD, GRAYLING, MI 49738.

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

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

GNA2 River Rd RP (72-802-21) / T24N, R07E, SEC. 25, W1/2SW.

T24N, R07E, SEC. 26, SW,SE.

T24N, R07E, SEC. 27, SESE.

T24N, R07E, SEC. 35, NW,N1/2NE,SWNE,NWSW.

losco County, Advertised Price \$144,359.85, 360.2 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 and Requirements containing the acronym 'GNA'. Sale was prepared through a timber marking contract. Marked and cruised by Upper Michigan Land Management and Wildlife Services Inc. - Timber sale follows USFS paint color scheme.

- Shortwood operation required in Payment Units 1-7
- Oak Wilt restrictions apply

All units of volume listed for this sale were estimated using the Inventory Manager computer program and the new Michigan taper model.

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

GNA2 Kokosing RP (72-803-21) / T23N, R07E, SEC. 2, NWNW.

T24N, R07E, SEC. 35, NWNW, S1/2NW, SENE, SW, SE.

T24N, R07E, SEC. 36, W1/2SW.

losco County, Advertised Price \$132,885.50, 303.9 Acres, Red Pine, Jack 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 and Requirements containing the acronym 'GNA'. Sale was prepared through a timber marking contract. Marked and cruised by Northeast Michigan Forestry LLC.

- Timber sale follows USFS paint color scheme.
- Shortwood operation required in Payment Units 1-6
- Oak Wilt restrictions apply

All units of volume listed for this sale were estimated using the Inventory Manager computer program and the new Michigan taper model.

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

GNA2 Deckerville North (72-804-21) / T25N, R03E, SEC. 25, W1/2NW.

T25N, R03E, SEC. 26, NW, NE, NESW, S1/2SW, N1/2SE, SWSE.

T25N, R03E, SEC. 27, NENE, SESW, SWSE.

T25N, R03E, SEC. 34, NENW, NE.

T25N, R03E, SEC. 35, NW,W1/2NE,S1/2SW.

Oscoda County, Advertised Price \$249,632.40, 441.8 Acres, Red Pine, Hardwood.

SALE NOTE: Large sale size. Recreation trails within the vicinity of the sale. 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 and Requirements containing the acronym 'GNA'. Payment Units 3, 4, 9, 10, 13 & 14 were prepared through a timber marking contract. Marked and cruised by Upper Michigan Land Management and Wildlife Services Inc.

- Timber sale follows USFS paint color scheme.
- Shortwood operation required in cut tree marked thinning units
- Oak Wilt restrictions apply

All units of volume listed for this sale were estimated using the Inventory Manager computer program and the new Michigan taper model.

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

GNA2 Bass Lake Aspen (72-805-21) / T24N, R03E, SEC. 18, NWNE.

T24N, R03E, SEC. 6, SENW, S1/2NE, SW, SE.

T24N, R03E, SEC. 7, NENW, S1/2NW, SW, NWSE, S1/2SE.

Ogemaw County, Advertised Price \$147,134.70, 227.4 Acres, Aspen, 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 and Requirements containing the acronym 'GNA.'

- -Timber sale follows USFS paint color scheme.
- -Oak wilt restrictions apply.

All units of volume listed for this sale were estimated using the Inventory Manager computer program and the new Michigan taper model.

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

GNA2 Deckerville South (72-817-21) / T24N, R03E, SEC. 10, NWNW.

T24N, R03E, SEC. 3 , SW,SE.

T24N, R03E, SEC. 4, SESE.

Ogemaw County, Advertised Price \$75,645.45, 140.4 Acres, Red Pine, Jack Pine.

SALE NOTE: Large sale size with oak wilt and goshawk timing restrictions. This is a Good Neighbor Authority (GNA) timber sale on national forest service 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 timber sale was prepared through a timber marking contract. Marked and cruised by Upper Michigan Land Management and Wildlife Services Inc.

- -Timber sale follows USFS paint color scheme.
- -Shortwood Operation requirement in payment units 1-5
- -Oak wilt restrictions apply

All units of volume listed for this sale were estimated using the Inventory Manager computer program and the new Michigan taper model.

Access may be through other public land.

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

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

Bids must be received by the Unit Manager, GRAYLING OFFICE, 1955 HARTWICK PINES ROAD, GRAYLING, MI 49738, no later than 8:30 a.m. (local time) on September 24, 2021. For further information concerning this sale, contact Thomas Barnes at 989-348-6371 extension 7440.

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

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

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

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

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

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

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

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

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

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

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

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

## 7. Down Payment (1/11)

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

## 8. Performance Security (1/11)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DAN EICHINGER
Director

## TIMBER SALE INFORMATION

#### GNA2 River Rd RP (72-802-21)

T24N, R07E, SEC. 25; T24N, R07E, SEC. 26; T24N, R07E, SEC. 27; T24N, R07E, SEC. 35. losco County (Advertised Price \$144,359.85)

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 and Requirements containing the acronym 'GNA'. Sale was prepared through a timber marking contract. Marked and cruised by Upper Michigan Land Management and Wildlife Services Inc. - Timber sale follows USFS paint color scheme.

- Shortwood operation required in Payment Units 1-7
- Oak Wilt restrictions apply

All units of volume listed for this sale were estimated using the Inventory Manager computer program and the new Michigan taper model.

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

A timber sale contract for this lump sum, sealed bid timber sale will be awarded to the responsible bidder offering the highest sealed bid price. All units of volume listed below were estimated using the Inventory Manager computer program and the new Michigan taper model. Bids must be at or above the following advertised price for each product and species:

PRODUCTS & SPECIES	<b>ESTIMATE</b>	ED UNITS*	AD\	/ERTISED PRICE
Sawtimber				
Red Pine	401.7	MBF	\$	102.00 / MBF
Pulpwood				
BI/R/Hybrid Oak	114	Cords	\$	27.00 / Cord
Jack Pine	108	Cords	\$	18.15 / Cord
Red Pine	2,751	Cords	\$	35.75 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 6.51 percent. There are an estimated 4,007 cords on this timber sale, plus or minus 261 cords at the 95% confidence level. 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 \$7,218.00 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:

PERCENT OF TOTAL SALE VALUE
18.2%
14.5%
11.1%
17.8%
22.8%
5.4%
10.2%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 12/31/2023.

## **SALE STATISTICS**

Volumes were calculated in cubic feet using the Michigan taper model. Cubic foot volume includes all wood inside bark for the product indicated. For display purposes, cubic feet were converted to cords and MBF using a simple conversion factor, e.g. 79 cubic feet per cord and 185 cubic feet per MBF. The cubic foot volumes are precise; the cords and MBF volumes are not. Cubic foot volume cannot be directly converted to cords or boards with precision.

## **SALE VOLUMES**

The total estimated sale volume may not equal the sum of the species/products due to the nature of statistical calculations associated with double sampling methodology.

VOL	UME		STATISTICAL RANGE IN CORDS	
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
316,556	4,007	6.51%	3,746	4,268

## **VDU VOLUMES**

A VDU is a Volume Determination Unit. Volumes and their associated statistics are calculated at the VDU level and summarized to the sale level. There is often a one to one relationship between a VDU and a Payment Unit, but not always, depending on the cruise design. Refer to the VDU TO PAYMENT UNIT table.

	VOLUME			RANGE II	N CORDS
VDU	TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
1	50,765	643	22.10%	501	785
3	79,279	1,004	9.74%	906	1,101
4	29,755	377	17.53%	311	443
5	123,241	1,560	10.20%	1,401	1,719
6	15,368	195	20.41%	155	234
TOTAL:	298,408	3,777		3,273	4,282

## **VDU TO PAYMENT UNIT**

When a VDU is associated with more than one Payment Unit (PU), the VDU volumes are assigned to the PU based on acres of the VDU within the PU.

TOTAL:	360.2		360.2
6	23.4	6	23.4
		5	68.7
5	122.4	4	53.7
4	65.4	7	65.4
		3	47.5
3	109.1	2	61.6
1	39.9	1	39.9
VDU	VDU ACRES	PU	PU ACRES

## **DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)**

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Red Pine	Sawtimber	109.2	MBF	39.9	\$26,296.40
	Red Pine	Pulpwood	424	Cords		
2	Red Pine	Sawtimber	50.9	MBF	61.6	\$20,865.85
	BI/R/Hybrid Oak	Pulpwood	14	Cords		
	Jack Pine		47	Cords		
	Jack Pine		47	Cords		
	Red Pine		404	Cords		
3	Red Pine	Sawtimber	39.3	MBF	47.5	\$16,086.00
	BI/R/Hybrid Oak	Pulpwood	10	Cords		
	Jack Pine		36	Cords		
	Jack Pine		36	Cords		
	Red Pine		312	Cords		
4	Red Pine	Sawtimber	56.7	MBF	53.7	\$25,626.05
	BI/R/Hybrid Oak	Pulpwood	39	Cords		
	Jack Pine		11	Cords		
	Jack Pine	Sawtimber	0.9	MBF		
	Jack Pine	Pulpwood	9	Cords		
	Red Pine		520	Cords		
5	Red Pine	Sawtimber	72.6	MBF	68.7	\$32,845.80
	BI/R/Hybrid Oak	Pulpwood	51	Cords		
	Jack Pine		14	Cords		
	Jack Pine	Sawtimber	1.1	MBF		
	Jack Pine	Pulpwood	12	Cords		
	Red Pine		666	Cords		
6	Red Pine	Sawtimber	30.1	MBF	23.4	\$7,860.70
	Red Pine	Pulpwood	134	Cords		
7	Red Pine	Sawtimber	42.9	MBF	65.4	\$14,779.05
	Red Pine	Pulpwood	291	Cords		
		TOTAL:	401.7	MBF		
			2,973			

## **Sale Specific Conditions & Requirements**

Sale Name: GNA2 River Rd RP Sale Number: 72-802-21 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. Some boundaries are unpainted and identified by existing forest roads. See sale map for details. The painted sale boundaries are identified as three (3) vertical lines. The Payment Unit boundaries are identified as chevrons. 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) 1-7, 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 6 inches for all trees. A written waiver of this requirement may be obtained if wet summer weather makes winter logging necessary.

## 2.2.6 - Roundwood operation required (3/21)

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

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

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

## 3 - Payments

### 3.3 - Pre-measured Sales

### 3.3.4 - Dividing payment units (7/14)

Payment Unit(s) may be divided at the request of the Purchaser and upon approval of the Unit Manager. Dividing Payment Units is a contract modification which requires a Timber Sale Contract Amendment. There will be only one division per Payment Unit.

#### 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.

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, chipped, utilized, or otherwise removed from 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, and not left in windrows and kept a minimum of 10 feet back from the road edge. This slash can be used to close any new roads built into the Sale Area. Stumps shall be set upright, not left on edge, and be moved at least 10 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

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

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth. These roads must be rendered impassable to cars and trucks. All stumps from road building and landing construction must be reserved to block any newly constructed roads upon completion of the sale. These stumps must be scattered along the road system to prohibit vehicular movement. Contact the sale administrator for specific details of design and placement.

#### 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 operations to review sale specifications and to determine landing and road locations. The Unit Manager or his/her representative must be contacted at least 5 days in advance to schedule the conference.

## 5.1.4 - Post-sale conference (10/16)

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

#### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

## 5.2.1.13 - Dispose of slash as directed (12/05)

Slash is to be disposed of as directed by the Sale Administrator.

## 5.2.3 - Operating Restrictions

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

Within the 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.

## 5.2.3.6 - Bark beetle restriction (12/08)

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

#### 5.2.32 - 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. Re-vegetating landing areas may be necessary

after all wood is removed from the landing. Work with sale administrator for further information.

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

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

## 5.2.40 - Pathway protection (10/10)

The Shore to Shore hiking and horse trail is present within the Sale Area and is shown on the Timber Sale Map. Do not cut trees or damage posts with blue pathway markers. Maintain a 20-foot-wide slash, debris, and rut free zone daily, using the pathway as the centerline. Do not run equipment down the pathway. Skidding across the trail may only occur in locations approved by the sale administrator.

## 5.4 - Soil Protection

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

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

## 5.6 - Debris and Waste Material

## 5.6.2 - GNA, equipment cleaning (1/16)

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

the list of invasive species of concern. In such event, the Unit Manager or his/her representative may order delay, interruption, or modification of this Contract pursuant to Condition & Requirement 7.3 or 7.3.4.

(d) The parties shall promptly communicate with one another with respect to description or designation of additional locations; discovery of locations of new species or new infestation; and, addition of species to the list of invasive species of concern.

## 5.8 - Protection of Endangered Species

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

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

## 6 - Safety and Fire Prevention

#### 6.2 - Signing

## 6.2.1 - Road posting (10/20)

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

### 6.2.3 - Recreational trail posting (10/20)

The Purchaser is responsible for posting and maintaining caution signs on the Shore to Shore trail prior to beginning operations. The trail must be posted at appropriate distances from the Sale Area to warn of logging activity and truck traffic at both ends of the trail. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

#### 7 - Other Conditions

**SKIP** 

#### 7.1.1 - GNA, title (7/16)

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

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

#### 7.3 - Contract Modifications

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

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

- (b) In the event of an order delaying or interrupting Purchaser's Operations under this Condition & Requirement, Purchaser's remedy shall be:
- (i) a no cost contract extension,
- (ii) reimbursement for Out-of-Pocket Expenses,

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

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

#### 7.5 - Loss

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

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

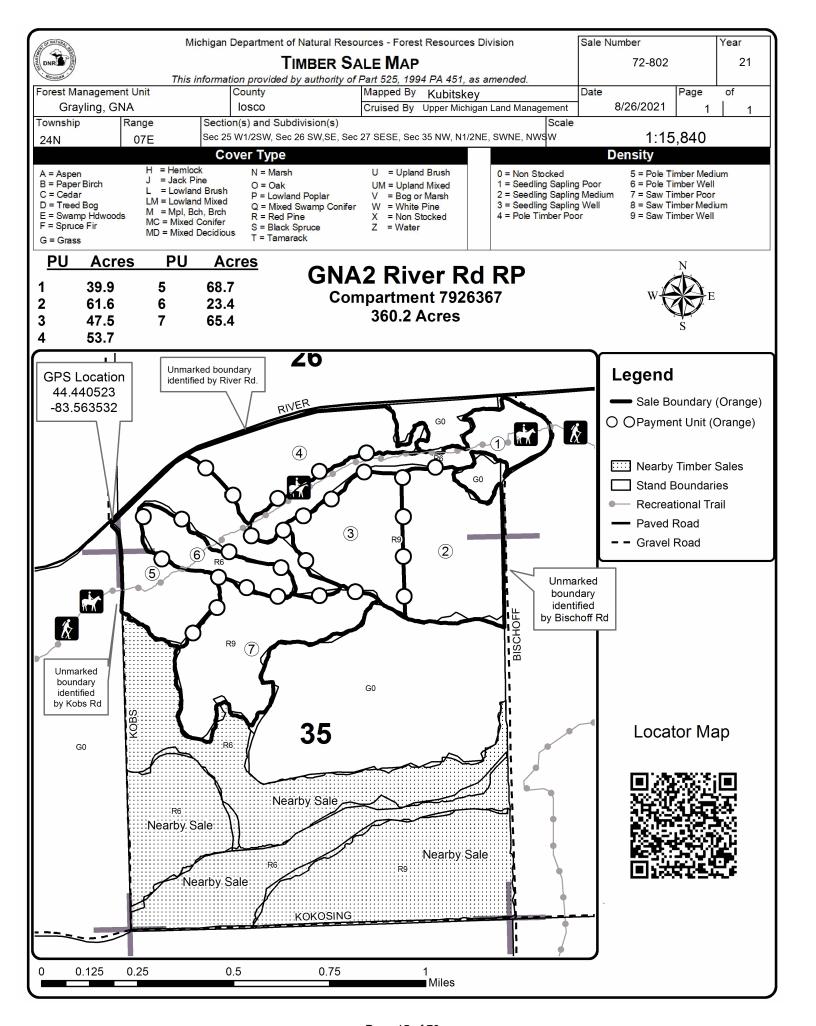
Deterioration or loss of timber value due to delay or interruption under 7.3.4 - GNA, contract suspension and modification, shall be borne by the party holding title. In this event, Included Timber to which USDA Forest Service holds title, Purchaser of the State GNA contract will not be obligated to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

#### 7.10 - Certified Timber

## 7.10.1 - Non-certified timber (2/16)

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

Section Name: Sale Specific Current as of 9/3/2021 8:38:33AM



Page 1	6 of	70
--------	------	----

## TIMBER SALE INFORMATION

## GNA2 Kokosing RP (72-803-21)

T23N, R07E, SEC. 2; T24N, R07E, SEC. 35; T24N, R07E, SEC. 36. losco County (Advertised Price \$132,885.50)

SALE NOTE: This is a Good Neighbor Authority (GNA) timber sale on National Forest land. This timber sale was set-up and is being advertised by the Michigan DNR for the US Forest Service. The contract will be awarded and administered by the Michigan DNR. Note the additional Sale Specific Conditions and Requirements containing the acronym 'GNA'. Sale was prepared through a timber marking contract. Marked and cruised by Northeast Michigan Forestry LLC.

- Timber sale follows USFS paint color scheme.
- Shortwood operation required in Payment Units 1-6
- Oak Wilt restrictions apply

All units of volume listed for this sale were estimated using the Inventory Manager computer program and the new Michigan taper model.

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

A timber sale contract for this lump sum, sealed bid timber sale will be awarded to the responsible bidder offering the highest sealed bid price. All units of volume listed below were estimated using the Inventory Manager computer program and the new Michigan taper model. Bids must be at or above the following advertised price for each product and species:

PRODUCTS & SPECIES	<b>ESTIMATE</b>	D UNITS*	<u>ADV</u>	ERTISED PRICE
Sawtimber Red Pine	534.7	MBF	\$	85.00 / MBF
Pulpwood			Ψ	
Jack Pine	8	Cords	\$	15.10 / Cord
Northern Pin Oak	8	Cords	\$	22.50 / Cord
Red Pine	2,924	Cords	\$	29.80 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 7.55 percent. There are an estimated 4,318 cords on this timber sale, plus or minus 326 cords at the 95% confidence level. 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 \$6,644.00 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	16.5%
02	12.7%
03	16.0%
04	18.8%
05	18.8%
06	17.2%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 12/31/2024.

#### **SALE STATISTICS**

Volumes were calculated in cubic feet using the Michigan taper model. Cubic foot volume includes all wood inside bark for the product indicated. For display purposes, cubic feet were converted to cords and MBF using a simple conversion factor, e.g. 79 cubic feet per cord and 185 cubic feet per MBF. The cubic foot volumes are precise; the cords and MBF volumes are not. Cubic foot volume cannot be directly converted to cords or boards with precision.

## **SALE VOLUMES**

The total estimated sale volume may not equal the sum of the species/products due to the nature of statistical calculations associated with double sampling methodology.

VOL	UME		STATISTICAL RANGE IN CORDS	
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
341,151	4,318	7.55%	3,992	4,644

## **VDU VOLUMES**

A VDU is a Volume Determination Unit. Volumes and their associated statistics are calculated at the VDU level and summarized to the sale level. There is often a one to one relationship between a VDU and a Payment Unit, but not always, depending on the cruise design. Refer to the VDU TO PAYMENT UNIT table.

	VOLUME			RANGE II	N CORDS
VDU	TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
9	107,107	1,356	10.57%	1,212	1,499
10	49,318	624	20.20%	498	750
11	120,561	1,526	14.14%	1,310	1,742
12	39,842	504	18.93%	409	600
TOTAL:	316,829	4,010		3,430	4,591

## **VDU TO PAYMENT UNIT**

When a VDU is associated with more than one Payment Unit (PU), the VDU volumes are assigned to the PU based on acres of the VDU within the PU.

TOTAL:	303.9		303.9
12	49.3	2	49.3
		5	46.6
11	93.1	4	46.5
10	64.9	3	64.9
		6	49.3
9	96.6	1	47.3
VDU	VDU ACRES	PU	PU ACRES

## **DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)**

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Red Pine	Sawtimber	85.4	MBF	47.3	\$21,869.70
	Jack Pine	Pulpwood	4	Cords		, , , , , , , , ,
	Northern Pin Oak		3	Cords		
	Red Pine		486	Cords		
2	Red Pine	Sawtimber	74.4	MBF	49.3	\$16,888.40
	Northern Pin Oak	Pulpwood	2	Cords		
	Red Pine		353	Cords		
3	Red Pine	Sawtimber	105.4	MBF	64.9	\$21,266.40
	Red Pine	Pulpwood	413	Cords		
4	Red Pine	Sawtimber	90.1	MBF	46.5	\$25,002.10
	Red Pine	Pulpwood	582	Cords		
5	Red Pine	Sawtimber	90.3	MBF	46.6	\$25,048.90
	Red Pine	Pulpwood	583	Cords		
6	Red Pine	Sawtimber	89.1	MBF	49.3	\$22,810.00
	Jack Pine	Pulpwood	4	Cords		
	Northern Pin Oak		3	Cords		
	Red Pine		507	Cords		
		TOTAL:	534.7	MBF		
		TOTAL:	2,940	Cords		

## Sale Specific Conditions & Requirements

Sale Name: GNA2 Kokosing RP Sale Number: 72-803-21 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 west sale boundary is unpainted and identified by Kokosing Road, and the east boundary is unpainted and identified by Bischoff Road. Exterior sale boundary lines are marked with three (3) vertical lines. Interior Payment Unit boundaries are marked with chevrons. 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) 1-6, 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 6 inches for all trees. A written waiver of this requirement may be obtained if wet summer weather makes winter logging necessary.

## 2.2.6 - Roundwood operation required (3/21)

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

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

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

## 3 - Payments

#### 3.3 - Pre-measured Sales

## 3.3.4 - Dividing payment units (7/14)

Payment Unit(s) may be divided at the request of the Purchaser and upon approval of the Unit Manager. Dividing Payment Units is a contract modification which requires a Timber Sale Contract Amendment. There will be only one division per Payment Unit.

## 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.

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, chipped, utilized or otherwise removed

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

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

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing double earthen berms at strategic locations. Stumps and brush must be placed along the remainder of the trail. These roads must be rendered impassable to cars and trucks. All stumps from road building and landing construction must be reserved to block any newly constructed roads or landings upon completion of the sale. These stumps must be scattered to prohibit vehicular movement. Temporary berms may be required if no sale activity occurs for 30 or more consecutive days. Contact the sale administrator for specific details of design and placement.

## 4.1.11 - Permits (2/12)

The Purchaser will secure any necessary 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 operations to determine landing and road locations. The Unit Manager or his/her representative must be contacted at least 5 days in advance to schedule the conference.

#### 5.1.4 - Post-sale conference (10/16)

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

## 5.2 - Conduct of Operations

#### 5.2.1 - Slash

## 5.2.1.13 - Dispose of slash as directed (12/05)

Slash is to be disposed of as directed by the Sale Administrator.

## 5.2.2 - Hazard Trees/Snags

## 5.2.2.1 - Den trees (10/16)

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

## 5.2.3 - Operating Restrictions

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

Within Payment Unit(s) 1 and 3-6, harvesting operations are limited between November 1 and April 30. This restriction is because of Eastern Massasauga Rattlesnake habitat conservation. Payment Unit 2 does not have this restriction.

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

Within the 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.

#### 5.2.3.6 - Bark beetle restriction (12/08)

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

## 5.2.32 - Decking/landing restoration (9/13)

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

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

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

#### 5.4 - Soil Protection

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

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

#### 5.6 - Debris and Waste Material

## 5.6.2 - GNA, equipment cleaning (1/16)

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

Manager or his/her representative as to the location for such cleaning and measures, if any, for controlling impacts.

- (v) Unit Manager or his/her representative may order delay, interruption, or modification of this Contract pursuant to Condition & Requirement 7.3 or 7.3.4.
- (c) Nothing contained in this Condition & Requirement shall be interpreted as creating any warranty on the part of the DNR that all locations of invasive species of concern have been described herein, elsewhere in this Contract, or designated on the ground. Following sale advertisement, additional locations may be described or designated, and other species may be added to the list of invasive species of concern. In such event, the Unit Manager or his/her representative may order delay, interruption, or modification of this Contract pursuant to Condition & Requirement 7.3 or 7.3.4.
- (d) The parties shall promptly communicate with one another with respect to description or designation of additional locations; discovery of locations of new species or new infestation; and, addition of species to the list of invasive species of concern.

## 5.8 - Protection of Endangered Species

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

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

## 7 - Other Conditions

**SKIP** 

## 7.1.1 - GNA, title (7/16)

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

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

#### 7.3 - Contract Modifications

- 7.3.4 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.

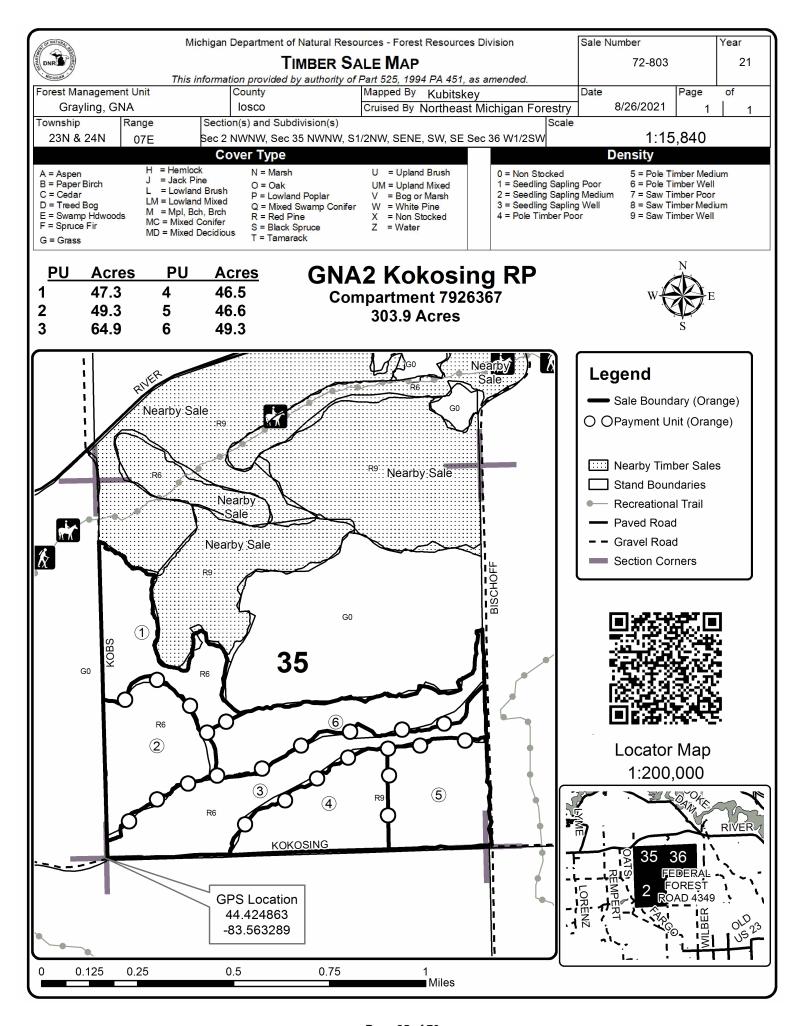
Deterioration or loss of timber value due to delay or interruption under 7.3.4 - GNA, contract suspension and modification, shall be borne by the party holding title. In this event, Included Timber to which USDA Forest Service holds title, Purchaser of the State GNA contract will not be obligated to 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 9/2/2021 1:00:11PM



## TIMBER SALE INFORMATION

#### GNA2 Deckerville North (72-804-21)

T25N, R03E, SEC. 25; T25N, R03E, SEC. 26; T25N, R03E, SEC. 27; T25N, R03E, SEC. 34; T25N, R03E, SEC. 35.

Oscoda County (Advertised Price \$249,632.40)

SALE NOTE: Large sale size. Recreation trails within the vicinity of the sale. 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 and Requirements containing the acronym 'GNA'. Payment Units 3, 4, 9, 10, 13 & 14 were prepared through a timber marking contract. Marked and cruised by Upper Michigan Land Management and Wildlife Services Inc.

- Timber sale follows USFS paint color scheme.
- Shortwood operation required in cut tree marked thinning units
- Oak Wilt restrictions apply

All units of volume listed for this sale were estimated using the Inventory Manager computer program and the new Michigan taper model.

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

A timber sale contract for this lump sum, sealed bid timber sale will be awarded to the responsible bidder offering the highest sealed bid price. All units of volume listed below were estimated using the Inventory Manager computer program and the new Michigan taper model. Bids must be at or above the following advertised price for each product and species:

PRODUCTS & SPECIES	ESTIMATE	D UNITS*	ADVE	RTISED PRICE
Sawtimber				
Mixed Oak	267.0	MBF	\$	126.00 / MBF
Red Maple	42.6	MBF	\$	39.00 / MBF
Red Pine	813.1	MBF	\$	94.00 / MBF
White Oak	5.1	MBF	\$	82.00 / MBF
White Pine	1.9	MBF	\$	42.00 / MBF
Pulpwood				
Jack Pine	1,856	Cords	\$	16.65 / Cord
Mixed Aspen	656	Cords	\$	14.90 / Cord
Mixed Hardwood	590	Cords	\$	26.85 / Cord
Mixed Oak	662	Cords	\$	24.75 / Cord
Red Pine	1,962	Cords	\$	32.75 / Cord
White Oak	9	Cords	\$	24.75 / Cord
White Pine	1	Cords	\$	18.55 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 3.02 percent. There are an estimated 8,614 cords on this timber sale, plus or minus 261 cords at the 95% confidence level. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

## **BOND AND PAYMENT SCHEDULE:**

- 1. A bond in the amount of \$12,482.00 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	3.1%
02	2.2%
03	6.4%
04	8.6%
05	1.7%
06	2.1%
07	2.5%
08	23.7%
09	5.4%
10	2.3%
11	7.1%
12	15.8%
13	4.5%
14	14.6%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 12/31/2023.

## **SALE STATISTICS**

Volumes were calculated in cubic feet using the Michigan taper model. Cubic foot volume includes all wood inside bark for the product indicated. For display purposes, cubic feet were converted to cords and MBF using a simple conversion factor, e.g. 79 cubic feet per cord and 185 cubic feet per MBF. The cubic foot volumes are precise; the cords and MBF volumes are not. Cubic foot volume cannot be directly converted to cords or boards with precision.

## **SALE VOLUMES**

The total estimated sale volume may not equal the sum of the species/products due to the nature of statistical calculations associated with double sampling methodology.

VOLUME		VOLUME		
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
680,511	8,614	3.02%	8,353	8,875

## **VDU VOLUMES**

A VDU is a Volume Determination Unit. Volumes and their associated statistics are calculated at the VDU level and summarized to the sale level. There is often a one to one relationship between a VDU and a Payment Unit, but not always, depending on the cruise design. Refer to the VDU TO PAYMENT UNIT table.

	VOLI	VOLUME RANGE I		N CORDS	
VDU	TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
1	13,494	171	20.73%	135	206
3	46,765	592	9.52%	536	648
7	103,255	1,307	6.75%	1,219	1,395
12	19,220	243	15.06%	207	280
17	52,697	667	9.75%	602	732
21	132,316	1,675	7.98%	1,541	1,808
22	30,494	386	13.42%	334	438
26	29,837	378	19.03%	306	450
33	83,125	1,052	8.45%	963	1,141
39	120,163	1,521	5.72%	1,434	1,608
TOTAL:	631,366	7,992		7,277	8,707

## **VDU TO PAYMENT UNIT**

When a VDU is associated with more than one Payment Unit (PU), the VDU volumes are assigned to the PU based on acres of the VDU within the PU.

VDU	VDU ACRES	PU	PU ACRES
1	9.8	7	9.8
3	35.1	3	35.1
7	152.3	1	51.3
		2	36.9
		5	28.9
		6	35.2
12	26.2	10	26.2
17	28.5	4	28.5
21	56.3	11	17.4
		12	38.9
22	28.5	9	28.5
26	19.7	13	19.7
33	30.6	14	30.6
39	54.8	8	54.8
TOTAL:	441.8		441.8

## **DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)**

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Red Pine	Sawtimber	1.2	MBF	51.3	\$7,633.75
	Jack Pine	Pulpwood	384	Cords		
	Jack Pine		384	Cords		
	Mixed Aspen		20	Cords		
	B. T. Aspen		20	Cords		
	Mixed Hardwood		6	Cords		
	Black Cherry		4	Cords		
	Red Maple		2	Cords		
	Mixed Oak		27	Cords		
	Northern Pin Oak		27	Cords		
2	Red Pine	Sawtimber	0.8	MBF	36.9	\$5,471.75
	Jack Pine	Pulpwood	276	Cords		
	Jack Pine		276	Cords		
	Mixed Aspen		15	Cords		
	B. T. Aspen		15	Cords		
	Mixed Hardwood		4	Cords		
	Black Cherry		3	Cords		
	Red Maple		1	Cords		
	Mixed Oak		19	Cords		
	Northern Pin Oak		19	Cords		
3	Red Pine	Sawtimber	48.4	MBF	35.1	\$15,955.05
	Jack Pine	Pulpwood	197	Cords		
	Jack Pine	Sawtimber	21.0	MBF		
	Jack Pine	Pulpwood	155	Cords		
	Mixed Aspen	,	85	Cords		
	Quaking Aspen		85	Cords		
	Mixed Hardwood		24	Cords		
	Red Maple		24	Cords		
	Mixed Oak		1	Cords		
	BI/R/Hybrid Oak		1	Cords		
	Red Pine		189	Cords		
4	Mixed Oak	Sawtimber	38.5	MBF	28.5	\$21,552.30
	BI/R/Hybrid Oak		38.5	MBF		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
	Red Maple		5.7	MBF		
	Red Pine		51.8	MBF		
	White Oak		0.7	MBF		
	Jack Pine	Pulpwood	25	Cords		
	Jack Pine	'	25	Cords		
	Mixed Aspen		119	Cords		
	Quaking Aspen	Sawtimber	7.4	MBF		
	Quaking Aspen	Pulpwood	104	Cords		
	Mixed Hardwood	,	108	Cords		
	Paper Birch		10	Cords		
	Red Maple		98	Cords		
	Mixed Oak		101	Cords		
	BI/R/Hybrid Oak		101	Cords		
	Red Pine		118	Cords		
	White Oak		4	Cords		
5	Red Pine	Sawtimber	0.7	MBF	28.9	\$4,309.45
-	Jack Pine	Pulpwood	217	Cords	20.0	ψτ,000.40
	Jack Pine		217	Cords		
	Mixed Aspen		12	Cords		
	B. T. Aspen		12	Cords		
	Mixed Hardwood		3	Cords		
	Black Cherry		2	Cords		
	Red Maple		1	Cords		
	REU MISNIE					

## DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU), CON'T

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
con't	Mixed Oak	Pulpwood	15	Cords		
	Northern Pin Oak		15	Cords		
6	Red Pine	Sawtimber	0.8	MBF	35.2	\$5,232.30
	Jack Pine	Pulpwood	264	Cords		
	Jack Pine		264	Cords		
	Mixed Aspen		14	Cords		
	B. T. Aspen		14	Cords		
	Mixed Hardwood		4	Cords		
	Black Cherry		3	Cords		
	Red Maple		1	Cords		
	Mixed Oak		18	Cords		
	Northern Pin Oak		18	Cords		
7	Red Pine	Sawtimber	27.1	MBF	9.8	\$6,153.7
•	Jack Pine	Pulpwood	14	Cords	0.0	ψο, ισσιι
	Jack Pine	Sawtimber	3.3	MBF		
	Jack Pine	Pulpwood	7	Cords		
	Red Pine	r aipwood	103	Cords		
8	Mixed Oak	Sawtimber	100.1	MBF	54.8	\$59,529.2
0		Sawtillibei	15.1	MBF	34.0	φυθ,υ <b>2</b> 9.23
	BI/R/Hybrid Oak		66.3			
	Northern Pin Oak			MBF		
	Red Oak		18.7	MBF		
	Red Maple		6.3	MBF		
	Red Pine		225.6	MBF		
	White Oak	D	4.4	MBF		
	Jack Pine	Pulpwood	5	Cords		
	Jack Pine		5	Cords		
	Mixed Aspen		34	Cords		
	B. T. Aspen	Sawtimber	4.7	MBF		
	Quaking Aspen		1.4	MBF		
	B. T. Aspen	Pulpwood	12	Cords		
	Quaking Aspen		10	Cords		
	Mixed Hardwood		114	Cords		
	Red Maple		114	Cords		
	Mixed Oak		179	Cords		
	BI/R/Hybrid Oak		18	Cords		
	Northern Pin Oak		152	Cords		
	Red Oak		9	Cords		
	Red Pine		516	Cords		
	White Oak		5	Cords		
9	Red Pine	Sawtimber	60.6	MBF	28.5	\$13,457.2
	Jack Pine	Pulpwood	52	Cords		
	Jack Pine	Sawtimber	4.1	MBF		
	Jack Pine	Pulpwood	44	Cords		
	Mixed Oak		6	Cords		
	BI/R/Hybrid Oak		6	Cords		
	Red Pine		206	Cords		
10	Red Pine	Sawtimber	8.5	MBF	26.2	\$5,688.9
	Jack Pine	Pulpwood	156	Cords		
	Jack Pine	Sawtimber	19.0	MBF		
	Jack Pine	Pulpwood	118	Cords		
	Red Pine	, 3,,,,,,,	70	Cords		
11	Mixed Oak	Sawtimber	5.6	MBF	17.4	\$17,625.5
11	WILLOW Oak	Cawuiiibci			17.4	ψ17,023.3
• •	Northern Din Oak		5.6	1///		
	<i>Northern Pin Oak</i> Red Maple		5.6 2.1	<i>MBF</i> MBF		

## DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU), CON'T

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1 con't	Jack Pine	Pulpwood	82	Cords		
	Jack Pine	Sawtimber	10.6	MBF		
	Jack Pine	Pulpwood	61	Cords		
	Mixed Aspen		24	Cords		
	Quaking Aspen	Sawtimber	1.6	MBF		
	Quaking Aspen	Pulpwood	21	Cords		
	Mixed Hardwood		24	Cords		
	Black Cherry		1	Cords		
	Red Maple		23	Cords		
	Mixed Oak		40	Cords		
	Northern Pin Oak		40	Cords		
	Red Pine		149	Cords		
12	Mixed Oak	Sawtimber	12.6	MBF	38.9	\$39,416.35
	Northern Pin Oak		12.6	MBF		,
	Red Maple		4.8	MBF		
	Red Pine		204.7	MBF		
	Jack Pine	Pulpwood	184	Cords		
	Jack Pine	Sawtimber	23.6	MBF		
	Jack Pine	Pulpwood	137	Cords		
	Mixed Aspen		54	Cords		
	Quaking Aspen	Sawtimber	3.6	MBF		
	Quaking Aspen	Pulpwood	47	Cords		
	Mixed Hardwood		53	Cords		
	Black Cherry		2	Cords		
	Red Maple		_ 51	Cords		
	Mixed Oak		89	Cords		
	Northern Pin Oak		89	Cords		
	Red Pine		333	Cords		
13	Red Pine	Sawtimber	52.0	MBF	19.7	\$11,169.10
10	Mixed Aspen	Pulpwood	149	Cords	10.7	Ψ11,100.10
	Quaking Aspen	i dipwood	149	Cords		
	Red Pine		124	Cords		
14	Mixed Oak	Sawtimber	110.2	MBF	30.6	\$36,437.70
'*	BI/R/Hybrid Oak	Sawtillibel	110.2	MBF	30.0	ψ30,437.70
	Red Maple		23.7	MBF		
	Red Pine		39.4	MBF		
	White Pine		1.9	MBF		
	Mixed Aspen	Pulpwood	130	Cords		
	Quaking Aspen	Sawtimber	40.5	MBF		
	Quaking Aspen Quaking Aspen	Pulpwood	40.5	Cords		
	Mixed Hardwood	Pulpwood				
			250 250	Cords Cords		
	Red Maple					
	Mixed Oak		167 167	Cords		
	BI/R/Hybrid Oak		167 154	Cords		
			154	Cords		
	Red Pine		4	Cordo		
	Red Pine White Pine	TOTAL:	1,129.7	Cords MBF		

## Sale Specific Conditions & Requirements

Sale Name: GNA2 Deckerville North Sale Number: 72-804-21 Seg#: 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. Some sale boundaries are unpainted and designated by forest roads. See Timber Sale Map for more details. Exterior sale boundary lines are marked with three (3) vertical orange lines. Interior Payment Unit boundaries are marked with orange chevrons. The painted boundary line trees are not Included Timber and are to be protected.

## 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1, 2, 5, 6, 8, 11, & 12, cut all trees that are two (2) inches or more at DBH. Do not cut white pine or any dead oak unless required for operability.

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

Within Payment Unit(s) 3, 7, 9, 10, & 13, all trees are designated for cutting when marked with blue paint above and below stump height, regardless of merchantability. Within these Payment Units, remove all jack pine.

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

Within Payment Unit(s) 4 & 14, cut all trees that are two (2) inches or more at DBH, except trees marked with orange paint above and below stump height. Within these Payment Units, focus slash retention around cut stumps.

## 2.2 - Utilization

## 2.2.2 - Chipping required (2/18)

Payment Units 1, 2, 5, & 6 must be chip harvested to facilitate subsequent planting operations. The Purchaser has the option to produce sawlogs or pulpwood bolts, but the remaining portion of the trees must be chipped and hauled. Products may be produced as roundwood and forwarded to decking areas in final product length, but the tops must be left intact and skidded to the landing for chipping to minimize the amount of residual slash. If market conditions limit the practicality of chipping, tops and slash must be arranged in a way that will not inhibit future planting operations, as directed by the sale administrator. A chipping exemption can be obtained if proposed operations are determined to be suitable for planting by reforestation staff. This exemption must be granted in writing.

## 2.2.3 - Stump heights (4/07)

Stump heights within Payment Units 1, 2, 5, 6, 8, 11, & 12 shall not exceed 6 inches for all trees. This is to facilitate planting operations. If cut with snow on conditions, the Purchaser may be required to return during snow-off conditions to cut stumps to specified height.

## 2.2.6 - Roundwood operation required (3/21)

The skidding of whole trees or tree segments with limbs attached is prohibited within Payment Units 3, 7, 9, 10, & 13. All products must be produced as roundwood and forwarded to existing roads or landing areas in final product length.

## 2.2.9 - No chipping permitted (12/08)

Within Payment Unit(s) 4 & 14, no chipping is permitted.

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

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

#### 3 - Payments

## 3.3 - Pre-measured Sales

#### 3.3.4 - Dividing payment units (7/14)

Payment Unit(s) may be divided at the request of the Purchaser and upon approval of the Unit Manager. Dividing Payment Units is a contract modification which requires a Timber Sale Contract Amendment. There will be only one division per Payment Unit.

## 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.

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

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

## 4.1.7 - Road closure (10/11)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing double earthen berms at strategic locations. These roads must be rendered impassable to cars and trucks. All stumps from road building and landing construction must be reserved to block any newly constructed roads upon completion of the sale. These stumps must be scattered along the road system to prohibit vehicular movement. Temporary berms may be required if no sale activity occurs for 30 or more consecutive days. Contact the sale administrator for specific details of design and placement.

## 4.1.11 - Permits (2/12)

The Purchaser will secure any necessary 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 operations to review sale specs and to determine landing and road locations. The Unit Manager or his/her representative must be contacted at least 5 days in advance to schedule the conference.

#### 5.1.4 - Post-sale conference (10/16)

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

## 5.2 - Conduct of Operations

## 5.2.1 - Slash

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

No slash or tree tops may exceed 24 inches in height.

## 5.2.1.13 - Dispose of slash as directed (12/05)

Slash is to be disposed of as directed by the sale administrator.

### 5.2.2 - Hazard Trees/Snags

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

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

## 5.2.3 - Operating Restrictions

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

Within the 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.

## 5.2.3.6 - Bark beetle restriction (12/08)

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

## 5.2.32 - Decking/landing restoration (9/13)

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

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

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

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

An ORV trail or route is present within the Sale Area and is shown on the Timber Sale Map. Do not cut trees or damage posts with yellow ORV markers. All stumps within 5 feet of the trail must be cut flush with the ground. Maintain a 15-foot-wide slash, debris, and rut free zone daily using the ORV trail or route as the centerline.

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

The trails H57 and H159 are snowmobile trails and are shown on the Timber Sale Map. Do not cut or damage posts with orange trail markers or traffic control signs. If the trail is used, it must be maintained and restored to a condition equal to or better than before the sale. The road maintenance/restoration must be done prior to December 1. If the trail is used for hauling, it must be graded to the satisfaction of the Unit Manager or his/her representative prior to December 1. The snowmobile trails may not be used for any timber sale operations from December 1 to March 31 without written approval of the Unit Manager. If the trail is used for hauling during the snowmobile season, then a snow-covered base must be left on the trail. The snowmobile trail may only be crossed at right angles. Maintain a 15-foot-wide slash, debris, and rut free zone daily using the snowmobile trail as the centerline. No decking of forest products will be permitted along the snowmobile trail. Any trees cut within 5 feet of the trail must be cut flush at ground level.

## 5.4 - Soil Protection

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

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

## 5.4.2 - Skid trails (2/04)

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

## 5.6.2 - 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

6.2.3 - Recreational trail posting (10/20)

The Purchaser is responsible for posting and maintaining caution signs on the ORV and Snowmobile trail prior to beginning operations. The trail must be posted at appropriate distances from the Sale Area to warn of logging activity and truck traffic at both ends of the trail. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

#### 7 - Other Conditions

**SKIP** 

# 7.1.1 - GNA, title (7/16)

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

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

# 7.3 - Contract Modifications

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

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

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

# 7.5 - Loss

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

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

#### damage.

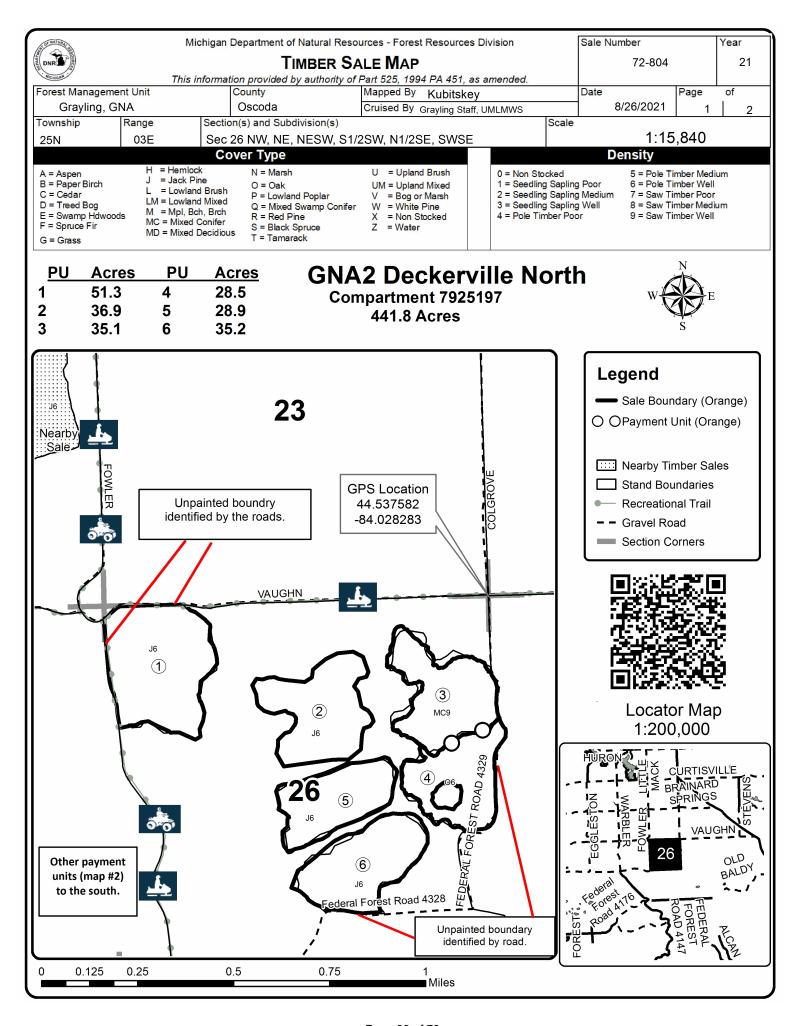
Deterioration or loss of timber value due to delay or interruption under 7.3.4 - GNA, contract suspension and modification, shall be borne by the party holding title. In this event, Included Timber to which USDA Forest Service holds title, Purchaser of the State GNA contract will not be obligated to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

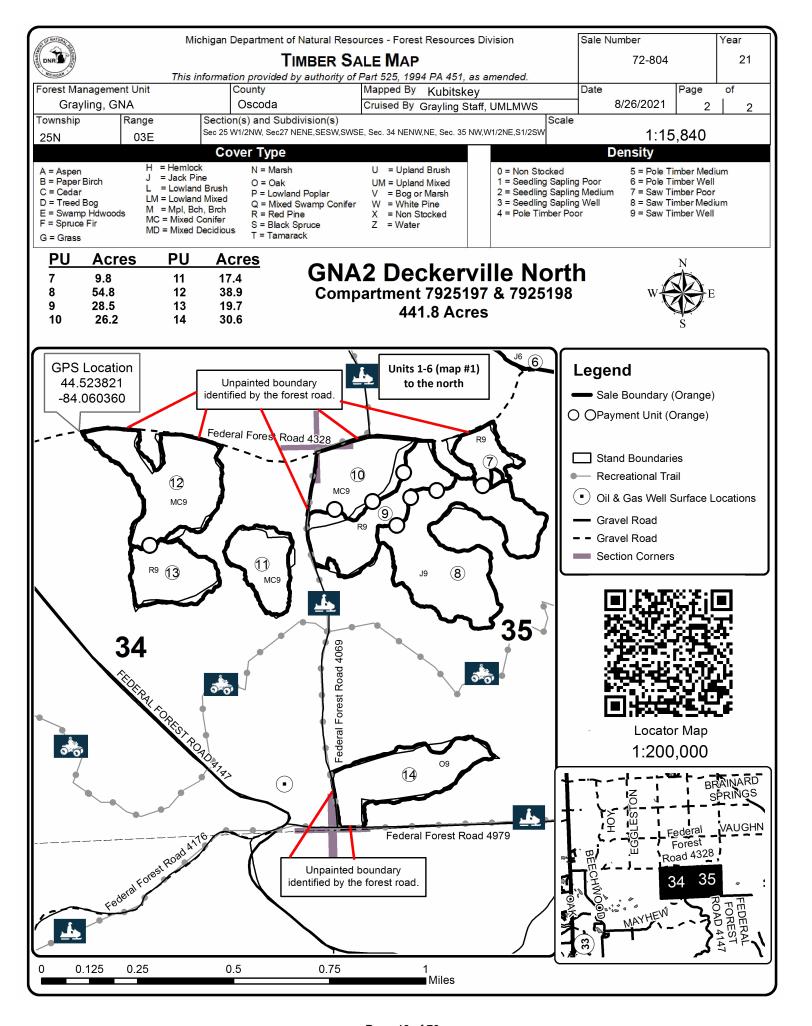
#### 7.10 - Certified Timber

# 7.10.1 - Non-certified timber (2/16)

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

Section Name: Sale Specific Current as of 9/3/2021 9:49:11AM





### TIMBER SALE INFORMATION

#### GNA2 Bass Lake Aspen (72-805-21)

T24N, R03E, SEC. 18; T24N, R03E, SEC. 6; T24N, R03E, SEC. 7.
Ogemaw County (Advertised Price \$147,134.70)

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 and Requirements containing the acronym 'GNA.'

- -Timber sale follows USFS paint color scheme.
- -Oak wilt restrictions apply.

All units of volume listed for this sale were estimated using the Inventory Manager computer program and the new Michigan taper model.

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

A timber sale contract for this lump sum, sealed bid timber sale will be awarded to the responsible bidder offering the highest sealed bid price. All units of volume listed below were estimated using the Inventory Manager computer program and the new Michigan taper model. Bids must be at or above the following advertised price for each product and species:

PRODUCTS & SPECIES	ESTIMATED UNITS*		ADVERTISED PRICE	
Sawtimber				
Mixed Aspen	588.0	MBF	\$	30.00 / MBF
Red Maple	18.8	MBF	\$	54.00 / MBF
Pulpwood				
Mixed Aspen	6,846	Cords	\$	14.90 / Cord
Mixed Hardwood	986	Cords	\$	26.85 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 4.12 percent. There are an estimated 9,120 cords on this timber sale, plus or minus 376 cords at the 95% confidence level. 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 \$7,357.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
  - (c) Payment for each of the following units must be made before cutting begins in that unit:

PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
01	10.5%
02	9.9%
03	12.6%
04	15.4%
05	19.6%
06	14.8%
07	17.2%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 12/31/2023.

# **SALE STATISTICS**

Volumes were calculated in cubic feet using the Michigan taper model. Cubic foot volume includes all wood inside bark for the product indicated. For display purposes, cubic feet were converted to cords and MBF using a simple conversion factor, e.g. 79 cubic feet per cord and 185 cubic feet per MBF. The cubic foot volumes are precise; the cords and MBF volumes are not. Cubic foot volume cannot be directly converted to cords or boards with precision.

### **SALE VOLUMES**

The total estimated sale volume may not equal the sum of the species/products due to the nature of statistical calculations associated with double sampling methodology.

VOLUME			STATISTICAL RA	ANGE IN CORDS
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
720,445	9,120	4.12%	8,744	9,495

# **VDU VOLUMES**

A VDU is a Volume Determination Unit. Volumes and their associated statistics are calculated at the VDU level and summarized to the sale level. There is often a one to one relationship between a VDU and a Payment Unit, but not always, depending on the cruise design. Refer to the VDU TO PAYMENT UNIT table.

	VOLUME			RANGE II	N CORDS
VDU	TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
2	141,149	1,787	6.64%	1,668	1,905
6	130,603	1,653	10.03%	1,487	1,819
9	331,614	4,198	7.05%	3,902	4,494
17	111,294	1,409	7.66%	1,301	1,517
TOTAL:	714,661	9,046		8,358	9,735

# **VDU TO PAYMENT UNIT**

When a VDU is associated with more than one Payment Unit (PU), the VDU volumes are assigned to the PU based on acres of the VDU within the PU.

TOTAL:	227.4		227.4
17	31.6	6	31.6
		4	37.0
		3	30.1
		2	23.7
9	116.0	1	25.2
6	43.4	7	43.4
2	36.4	5	36.4
VDU	VDU ACRES	PU	PU ACRES

# **DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)**

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Mixed Aspen	Sawtimber	65.4	MBF	25.2	\$15,464.00
	B. T. Aspen		60.3	MBF		
	Quaking Aspen		5.1	MBF		
	Red Maple		3.0	MBF		
	Mixed Aspen	Pulpwood	625	Cords		
	B. T. Aspen		576	Cords		
	Quaking Aspen		49	Cords		
	Mixed Hardwood		150	Cords		
	Beech		2	Cords		
	Paper Birch		44	Cords		
	Red Maple		104	Cords		
2	Mixed Aspen	Sawtimber	61.5	MBF	23.7	\$14,528.35
	B. T. Aspen		56.7	MBF		, ,, , , , , , , , , , , , , , , , , , ,
	Quaking Aspen		4.8	MBF		
	Red Maple		2.8	MBF		
	Mixed Aspen	Pulpwood	587	Cords		
	B. T. Aspen	i dipwood	541	Cords		
	Quaking Aspen		46	Cords		
	Mixed Hardwood		141	Cords		
	Beech		2	Cords		
			_			
	Paper Birch		41	Cords		
	Red Maple	0	98	Cords	20.4	<b>#40.500.70</b>
3	Mixed Aspen	Sawtimber	78.1	MBF	30.1	\$18,500.70
	B. T. Aspen		72.0	MBF		
	Quaking Aspen		6.1	MBF		
	Red Maple		3.6	MBF		
	Mixed Aspen	Pulpwood	747	Cords		
	B. T. Aspen		688	Cords		
	Quaking Aspen		59	Cords		
	Mixed Hardwood		180	Cords		
	Beech		3	Cords		
	Paper Birch		52	Cords		
	Red Maple		125	Cords		
4	Mixed Aspen	Sawtimber	96.0	MBF	37.0	\$22,693.30
	B. T. Aspen		88.5	MBF		
	Quaking Aspen		7.5	MBF		
	Red Maple		4.5	MBF		
	Mixed Aspen	Pulpwood	917	Cords		
	B. T. Aspen		845	Cords		
	Quaking Aspen		72	Cords		
	Mixed Hardwood		220	Cords		
	Beech		3	Cords		
	Paper Birch		64	Cords		
	Red Maple		153	Cords		
5	Mixed Aspen	Sawtimber	135.8	MBF	36.4	\$28,788.60
3	B. T. Aspen	24.14.11.1001	128.1	MBF	00.7	Ψ20,700.00
	Quaking Aspen		7.7	MBF		
	Red Maple		2.8	MBF		
	I	Dulpwood				
	Mixed Aspen	Pulpwood	1,335	Cords		
	B. T. Aspen		1,232	Cords		
	Quaking Aspen		103	Cords		
	Mixed Hardwood		174	Cords		
	Red Maple		174	Cords		
6	Mixed Aspen	Sawtimber	86.1	MBF	31.6	\$21,838.85
	B. T. Aspen		58.4	MBF		
	Quaking Aspen		27.7	MBF	I	

# DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU), CON'T

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
6 con't	Mixed Aspen	Pulpwood	1,168	Cords		
	B. T. Aspen		1,012	Cords		
	Quaking Aspen		156	Cords		
	Mixed Hardwood		69	Cords		
	Red Maple		69	Cords		
7	Mixed Aspen	Sawtimber	65.1	MBF	43.4	\$25,320.90
	B. T. Aspen		65.1	MBF		
	Red Maple		2.1	MBF		
	Mixed Aspen	Pulpwood	1,467	Cords		
	B. T. Aspen		1,327	Cords		
	Quaking Aspen		140	Cords		
	Mixed Hardwood		52	Cords		
	Red Maple		52	Cords		
		TOTAL:	606.8	MBF		
		TOTAL:	7,832	Cords		

### Sale Specific Conditions & Requirements

Sale Name: GNA2 Bass Lake Aspen Sale Number: 72-805-21 Seq#: 1

#### 1 - Sale Area

#### 1.2 - Boundaries

# 1.2.1 - Painted boundaries (9/19)

Exterior sale boundary lines against private property and against other Forest Service property are both marked and identified with orange paint. The painted boundary line trees are not Included Timber and are to be protected.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1-7, cut all trees that are two (2) inches or more at DBH, except within Payment Units 1-4 leave all oak, sugar maple, and all conifers and within Payment Units 5-7, cut only aspen and red maple; leave all oak, other hardwoods, and all conifers.

#### 2.2 - Utilization

# 2.2.9 - No chipping permitted (12/08)

Within Payment Unit(s) 1-7, all wood must be removed by roundwood. No chipping is permitted. Tops and slash must be evenly distributed throughout the Sale Area.

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

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

### 3 - Payments

#### 3.3 - Pre-measured Sales

# 3.3.4 - Dividing payment units (7/14)

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

## 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 newly sprouted seedlings. Within all Payment Units, wood must be skidded before sprouting of new regeneration. If more than 33% of the newly sprouted tree seedlings within a specified portion of the Sale Area are damaged, liquidated damages will be assessed at \$300 per acre for all acreage within that specified portion of the Sale Area that was damaged.

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

# 4.1.6 - Road construction (1/09)

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

# 4.1.7 - Road closure (10/11)

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

#### 4.2 - Maintenance

# 4.2.3 - Road maintenance (8/13)

The following road maintenance is required: Within 60 days of completion of hauling, or if no hauling occurs for 60 days, the road must be maintained and graded. This includes cleaning of drainage areas, grading, crowning, and filling with gravel, if necessary. Damages will be assessed if grading/repair does not occur.

#### 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 operations to determine landing and road locations. The Unit Manager or his/her representative must be contacted in advance to schedule the conference.

### 5.1.4 - Post-sale conference (10/16)

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

# 5.2 - Conduct of Operations

# 5.2.1 - Slash

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

No slash or tree tops may exceed 24 inches in height. All slash and tops must be evenly distributed throughout the sale.

#### 5.2.2 - Hazard Trees/Snags

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

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

# 5.2.3 - Operating Restrictions

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

Within Payment Units 1-7, 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.

# 5.2.3.11 - Coppice regeneration protection (4/10)

Timber harvesting in any Payment Unit must be completed before significant sprouting occurs in that Payment Unit to minimize damage to the new regeneration. Any post harvest operations must be completed before sprouting of regeneration occurs. Should damages occur to the new regeneration, the damages will be assessed per Specification 3.4.

# 1 - Damaged Timber.

#### 5.2.32 - Decking/landing restoration (9/13)

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

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

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

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

The snowmobile trails are are shown on the Timber Sale Map. Do not cut or damage posts with orange trail markers or traffic control signs. If the trails are used, they must be maintained and restored to a condition equal to or better than before the sale. The trail maintenance/restoration must be done prior to December 1. If the trails are to be used for hauling, they must be graded to the satisfaction of the Unit Manager or his/her representative prior to December 1. The snowmobile trails may not be used for any timber sale operations during the period of December 1 to March 31 without written approval of the Unit Manager. If permission is granted to use the trails during the snowmobile season, no hauling will be permitted during the period of December 26 through January 1, or on any Fridays, Saturdays, or Sundays. In addition, if the trails are used for hauling during the snowmobile season, then a snow-covered base must be left on the trails. The snowmobile trails may only be crossed at right angles. Maintain a 15-foot-wide slash, debris, and rut free zone daily using the snowmobile trail as the centerline. No decking of forest products will be permitted along the snowmobile trails. Any trees cut within 5 feet of the trails must be cut flush at ground level.

#### 5.4 - Soil Protection

### 5.4.4 - Slope protection (9/19)

Skid trails and roads on slopes shall be water barred with slash and stumps as soon as use is complete to prevent erosion.

# 5.6 - Debris and Waste Material

# 5.6.2 - GNA, equipment cleaning (1/16)

- (a) Areas, known by the DNR prior to timber sale advertisement, that are infested with invasive species of concern are shown on the Timber Sale Map. A current list of invasive species of concern and a map showing the extent of known infestations is available from the DNR. For purposes of this provision, "Off-Road Equipment" includes all logging and construction machinery, except for log trucks, chip vans, service vehicles, water trucks, pickup trucks, cars, and similar vehicles.
- (b) Purchaser shall adhere to the following requirements with regard to cleaning "Off-Road Equipment":
- (i) Prior to moving Off-Road Equipment onto the Sale Area, Purchaser shall identify the location of the equipment's most recent operation. Purchaser shall not move any Off-Road Equipment that last operated in an area infested with one or more invasive species of concern onto Sale Area without having cleaned such equipment of seeds, soil, vegetative matter, and other debris that could contain or hold seeds, and having notified the DNR, as provided in (iii). If the location of prior operation cannot be identified, then Purchaser shall assume that the location is infested with invasive species of concern.
- (ii) Prior to moving Off-Road Equipment from a cutting unit that is shown on the Timber Sale Map to be infested with invasive species of concern to, or through any other area that is shown as being free of invasive species of concern, or infested with a different invasive species, Purchaser shall clean such equipment of seeds, soil, vegetative matter, and other debris that could contain or hold seeds, and shall notify the DNR, as provided in (iii).
- (iii) Prior to moving any Off-Road Equipment subject to the cleaning requirements set forth above, Purchaser shall advise DNR of its cleaning measures and make the equipment available for inspection. DNR shall have 2 days, excluding weekends and State holidays, to inspect equipment after it has been made available. After satisfactory inspection or after such 2 day period, Purchaser may move the equipment as planned. Equipment shall be considered clean when a visual inspection does not disclose seeds, soil, vegetative matter, and other debris that could contain or hold seeds. Purchaser shall not be required to disassemble equipment unless so directed by the DNR after inspection.
- (iv) If Purchaser desires to clean Off-Road Equipment on National Forest land, such as at the end of a project or prior to moving to, or through an area that is free of invasive species of concern, Purchaser shall obtain prior approval from the Unit Manager or his/her representative as to the location for such cleaning and measures, if any, for controlling impacts.
- (v) Unit Manager or his/her representative may order delay, interruption, or modification of this Contract pursuant to Condition & Requirement 7.3 or 7.3.4.

- (c) Nothing contained in this Condition & Requirement shall be interpreted as creating any warranty on the part of the DNR that all locations of invasive species of concern have been described herein, elsewhere in this Contract, or designated on the ground. Following sale advertisement, additional locations may be described or designated, and other species may be added to the list of invasive species of concern. In such event, the Unit Manager or his/her representative may order delay, interruption, or modification of this Contract pursuant to Condition & Requirement 7.3 or 7.3.4.
- (d) The parties shall promptly communicate with one another with respect to description or designation of additional locations; discovery of locations of new species or new infestation; and, addition of species to the list of invasive species of concern.

# 6 - Safety and Fire Prevention

#### 6.2 - Signing

# 6.2.1 - Road posting (10/20)

The Purchaser is responsible for posting and maintaining caution signs on M-33 prior to beginning operations. The road must be posted at appropriate distances from the Sale Area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

# 6.2.3 - Recreational trail posting (10/20)

The Purchaser is responsible for posting and maintaining caution signs on the snowmobile trail prior to beginning operations. The trail must be posted at appropriate distances from the Sale Area to warn of logging activity and truck traffic at both ends of the trail. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

#### 7 - Other Conditions

**SKIP** 

# 7.1.1 - GNA, title (7/16)

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

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

#### 7.3 - Contract Modifications

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

(ii) reimbursement for Out-of-Pocket Expenses,

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

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

#### 7.5 - Loss

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

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

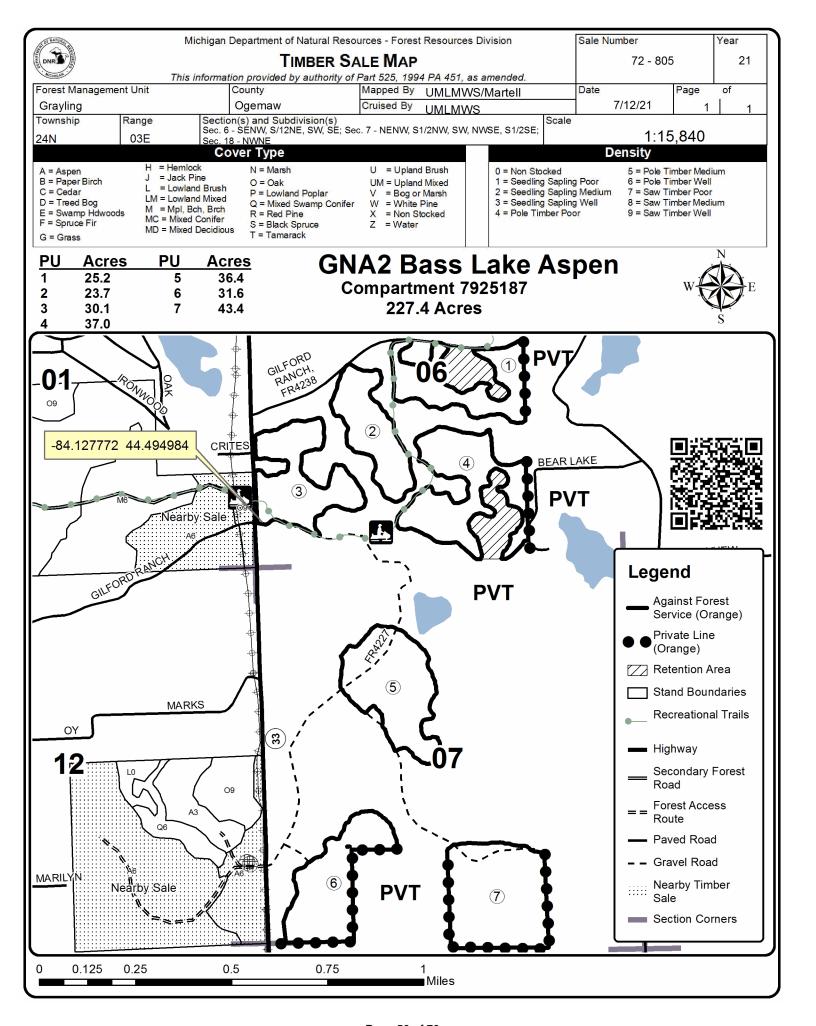
Deterioration or loss of timber value due to delay or interruption under 7.3.4 - GNA, contract suspension and modification, shall be borne by the party holding title. In this event, Included Timber to which USDA Forest Service holds title, Purchaser of the State GNA contract will not be obligated to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

#### 7.10 - Certified Timber

### 7.10.1 - Non-certified timber (2/16)

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

Section Name: Sale Specific Current as of 9/2/2021 11:35:27AM



### TIMBER SALE INFORMATION

### GNA2 Deckerville South (72-817-21)

T24N, R03E, SEC. 10; T24N, R03E, SEC. 3; T24N, R03E, SEC. 4. Ogemaw County (Advertised Price \$75,645.45)

SALE NOTE: Large sale size with oak wilt and goshawk timing restrictions. This is a Good Neighbor Authority (GNA) timber sale on national forest service 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 timber sale was prepared through a timber marking contract. Marked and cruised by Upper Michigan Land Management and Wildlife Services Inc.

- -Timber sale follows USFS paint color scheme.
- -Shortwood Operation requirement in payment units 1-5
- -Oak wilt restrictions apply

All units of volume listed for this sale were estimated using the Inventory Manager computer program and the new Michigan taper model.

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. All units of volume listed below were estimated using the Inventory Manager computer program and the new Michigan taper model. Bids must be at or above the following advertised price for each product and species:

PRODUCTS & SPECIES	<b>ESTIMATE</b>	D UNITS*	ADV	ERTISED PRICE
Sawtimber				
Red Pine	159.7	MBF	\$	94.00 / MBF
Pulpwood				
Jack Pine	77	Cords	\$	16.65 / Cord
Quaking Aspen	7	Cords	\$	14.90 / Cord
Red Maple	9	Cords	\$	26.85 / Cord
Red Pine	1,800	Cords	\$	32.75 / Cord
White Pine	3	Cords	\$	18.55 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 7.69 percent. There are an estimated 2,268 cords on this timber sale, plus or minus 175 cords at the 95% confidence level. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

# **BOND AND PAYMENT SCHEDULE:**

- 1. A bond in the amount of \$3,782.00 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:

, ,	9	5 5
PAYMENT UNIT NUMBER		PERCENT OF TOTAL SALE VALUE
01		18.5%
02		14.9%
03		21.2%
04		44.5%
05		0.9%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 12/31/2023.

#### **SALE STATISTICS**

Volumes were calculated in cubic feet using the Michigan taper model. Cubic foot volume includes all wood inside bark for the product indicated. For display purposes, cubic feet were converted to cords and MBF using a simple conversion factor, e.g. 79 cubic feet per cord and 185 cubic feet per MBF. The cubic foot volumes are precise; the cords and MBF volumes are not. Cubic foot volume cannot be directly converted to cords or boards with precision.

### **SALE VOLUMES**

The total estimated sale volume may not equal the sum of the species/products due to the nature of statistical calculations associated with double sampling methodology.

VOLUME			STATISTICAL RA	ANGE IN CORDS
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
179,197	2,268	7.69%	2,094	2,443

# **VDU VOLUMES**

A VDU is a Volume Determination Unit. Volumes and their associated statistics are calculated at the VDU level and summarized to the sale level. There is often a one to one relationship between a VDU and a Payment Unit, but not always, depending on the cruise design. Refer to the VDU TO PAYMENT UNIT table.

	VOLUME			RANGE II	N CORDS
VDU	TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
14	36,433	461	17.19%	382	540
16	79,091	1,001	10.73%	894	1,109
27	27,403	347	21.06%	274	420
36	32,004	405	19.01%	328	482
TOTAL:	174,931	2,214		1,878	2,551

# **VDU TO PAYMENT UNIT**

When a VDU is associated with more than one Payment Unit (PU), the VDU volumes are assigned to the PU based on acres of the VDU within the PU.

VDU	VDU ACRES	PU	PU ACRES
14	11.7	3	11.7
16	54.5	4	53.4
		5	1.1
27	51.1	2	51.1
36	23.1	1	23.1
TOTAL:	140.4		140.4

# **DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)**

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Red Pine	Sawtimber	33.1	MBF	23.1	\$13,988.25
	Jack Pine	Pulpwood	14	Cords		
	Jack Pine	Sawtimber	2.3	MBF		
	Jack Pine	Pulpwood	9	Cords		
	Red Pine		325	Cords		
2	Red Pine	Sawtimber	35.8	MBF	51.1	\$11,294.20
	Jack Pine	Pulpwood	63	Cords		
	Jack Pine	Sawtimber	5.4	MBF		
	Jack Pine	Pulpwood	52	Cords		
	Red Maple		9	Cords		
	Red Maple	Sawtimber	0.8	MBF		
	Red Maple	Pulpwood	7	Cords		
	Red Pine		201	Cords		
	White Pine		3	Cords		
3	Red Pine	Sawtimber	32.3	MBF	11.7	\$16,037.95
	Red Pine	Pulpwood	397	Cords		
4	Red Pine	Sawtimber	57.3	MBF	53.4	\$33,622.75
	Quaking Aspen	Pulpwood	7	Cords		
	Red Pine		859	Cords		
5	Red Pine	Sawtimber	1.2	MBF	1.1	\$702.30
	Red Pine	Pulpwood	18	Cords		
		TOTAL:	159.7	MBF		
		TOTAL:	1,896	Cords		

### Sale Specific Conditions & Requirements

Sale Name: GNA2 Deckerville South Sale Number: 72-817-21 Seg#: 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. Exterior sale boundary lines are marked with three (3) vertical orange lines. Interior Payment Unit boundaries are marked with orange chevrons. The painted boundary line trees are not Included Timber and are to be protected.

# 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 5, cut all trees that are two (2) inches or more at DBH.

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

Within Payment Unit(s) 1-4, all trees are designated for cutting when marked with blue paint above and below stump height, regardless of merchantability. In addition, remove all jack pine.

### 2.2 - Utilization

# 2.2.6 - Roundwood operation required (3/21)

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

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

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

#### 3 - Payments

#### 3.3 - Pre-measured Sales

# 3.3.4 - Dividing payment units (7/14)

Payment Unit(s) may be divided at the request of the Purchaser and upon approval of the Unit Manager. Dividing Payment Units is a contract modification which requires a Timber Sale Contract Amendment. There will be only one division per Payment Unit.

# 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.

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

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

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing double earthen berms at strategic locations. These roads must be rendered impassable to cars and trucks. All stumps from road building and landing construction must be reserved to block any newly constructed roads upon completion of the sale. Temporary berms may be required if no sale activity occurs for 30 or more consecutive days. Contact the sale administrator for specific details of design and placement.

#### 4.2 - Maintenance

### 4.2.5 - 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 operations to review sale specs and determine landing and road locations. The Unit Manager or his/her representative must be contacted at least 5 days in advance to schedule the conference.

#### 5.1.4 - Post-sale conference (10/16)

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

### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

# 5.2.1.8 - Slash height (12/08)

No slash or tree tops may exceed 24 inches in height. No slash is permitted within 15 feet of any forest service road.

# 5.2.2 - Hazard Trees/Snags

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

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

#### 5.2.3 - Operating Restrictions

# 5.2.3.1 - Operating restrictions (9/11)

Within Payment Unit(s) 1, 2, and 4, no harvesting operations are permitted between March 15 and July 15 within the labeled 5 chain (330 feet) buffer on the Timber Sale Map. This restriction is because of the presence of an active Goshawk nest.

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

Within the 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.

#### 5.2.3.6 - Bark beetle restriction (12/08)

In the event drought creates a high risk of pine bark beetle infestation, pine is not to be cut during the period March 1 through July 1, unless all portions of trees greater than two inches in diameter are removed from the sale area, reduced to chips, or treated to the satisfaction of the Unit Manager or his/her representative, within fifteen days of being severed from the stump. Pine log decks, pulpwood piles and treetops that are piled for chipping in the fall or winter within a 1/4

mile of susceptible sites must be removed before March 15. Residual slash must not be placed in piles or rows and must be spread over the site for quick drying. The Department of Natural Resources will exercise this specification if the risk of damage warrants.

# 5.2.32 - Decking/landing restoration (9/13)

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

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

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

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

The snowmobile trails are shown on the Timber Sale Map. Do not cut or damage posts with orange trail markers or traffic control signs. If the trail is used, it must be maintained and restored to a condition equal to or better than before the sale. The trail maintenance/restoration must be done prior to December 1. If the trails are to be used for hauling, they must be graded to the satisfaction of the Unit Manager or his/her representative prior to December 1. The snowmobile trails may not be used for any timber sale operations during the period of December 1 to March 31 without written approval of the Unit Manager. If permission is granted to use the trails during the snowmobile season, no hauling will be permitted during the period of December 26 through January 1, or on any Fridays, Saturdays, or Sundays. In addition, if the trails are used for hauling during the snowmobile season, then a snow-covered base must be left on the trails. The snowmobile trails may only be crossed at right angles. Maintain a 15-foot-wide slash, debris, and rut free zone daily using the snowmobile trail as the centerline. No decking of forest products will be permitted along the snowmobile trails. Any trees cut within 5 feet of the trails must be cut flush at ground level.

#### 5.4 - Soil Protection

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

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

## 5.4.2 - Skid trails (2/04)

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

# 5.6 - 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 (10/20)

The Purchaser is responsible for posting and maintaining caution signs on Forest Service Road 4174 prior to beginning operations. The road must be posted at appropriate distances from the Sale Area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs. If hauling operations are active during the snowmobile season, signs must be posted on the snowmobile trail to warn of truck traffic. See Timber Sale Map.

### 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.

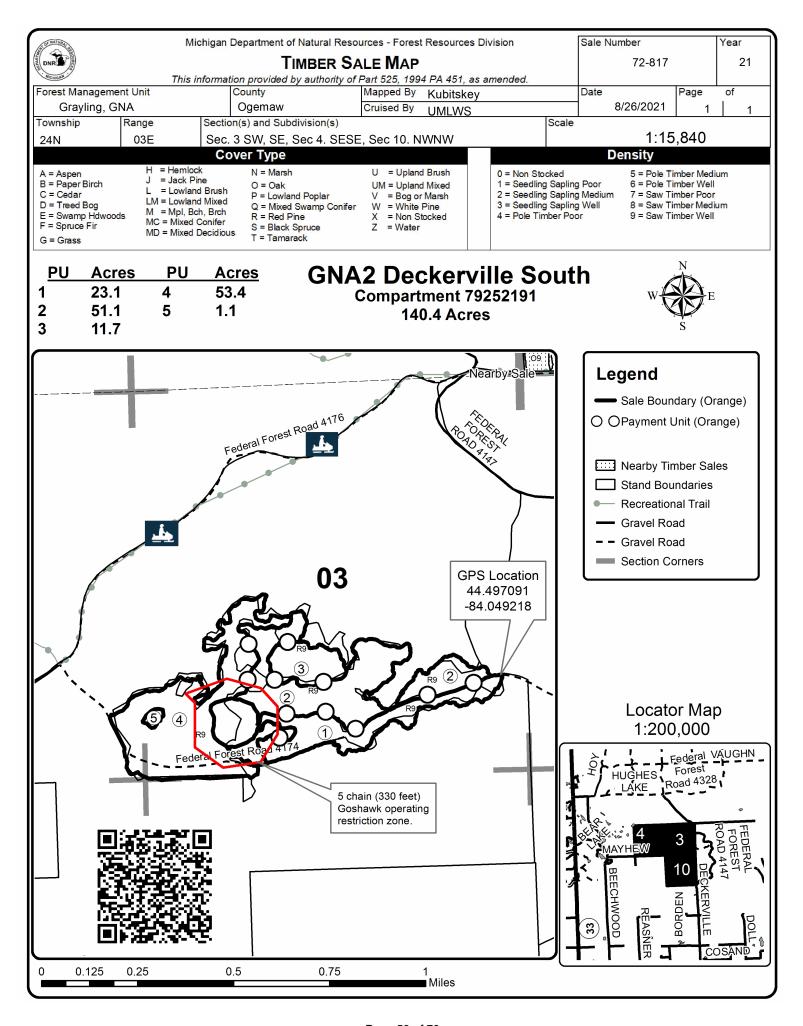
Deterioration or loss of timber value due to delay or interruption under 7.3.4 - GNA, contract suspension and modification, shall be borne by the party holding title. In this event, Included Timber to which USDA Forest Service holds title, Purchaser of the State GNA contract will not be obligated to 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 9/2/2021 2:35:22PM



Page 60 o	of 70
-----------	-------

# BID FORM

GRAYLING MANAGEMENT UNIT GRAYLING OFFICE

### GNA2 River Rd RP (72-802-21)

T24N, R07E, SEC. 25; T24N, R07E, SEC. 26; T24N, R07E, SEC. 27; T24N, R07E,

In response to the notice of sale to be held 8:30 a.m. (local time) on September 24, 2021, 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	<b>ESTIMATED VOLUME*</b>	<u>ADVERTISED</u>	PRICE	<b>BID PRICE/UNIT</b>
Sawtimber				
Red Pine	401.7 MBF	\$ 102.00/M	BF	\$
Pulpwood				
BI/R/Hybrid Oak	114 Cords	\$ 27.00/C	ord	\$
Jack Pine	108 Cords	\$ 18.15/C	ord	\$
Red Pine	2,751 Cords	\$ 35.75/C	ord	\$

\*The volumes are statistically estimated within plus (+) or minus (-) 6.51 percent at 95% confidence level. 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	R:					
	Company or individ	ual bidding:						
	Company representative's name:							
	Address:							
	City:	State:	Zip:					
IF AVAILA	ABLE, PLEASE PLA	CE THE PERSONALIZED LABEL F	ROM YOUR PROSP	PECTUS IN THE ABOVE BOX.	_			
Individual or company representative's signature: Date:								
Phone nu	hone 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	e issuance of the timber sale contract.					
•	All Information must be typed or printed except for written signatures.						
Ple	Please Check Appropriate Categories:						
1.	<ul> <li>My business is organized as (you must check <u>one</u> of the boxes below):</li> <li>A. Sole Proprietorship (individual)</li> <li>B. Partnership</li> <li>C. Corporation</li> </ul>						
2.	<ul> <li>You must check one of the boxes below:</li> <li>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.</li> <li>B.  I certify my business has satisfied its o bligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).</li> <li>C.  I certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty-one (21) days of the contract award.</li> </ul>						
3.	<ol> <li>If you have checked item 2(A) or 2(B), you must indicate than yourself, including family members and active partire full-time Employees</li> </ol>	ate the number of <b>both</b> full-time and part-time employees, other ners (if none, you must enter "0").  Part-time Employees					
Nam	Name of Business	Federal ID (or) Social Security No.					
Addr	Address	Telephone ( )					
City	City State	ZIP					
n fa _	hereby certify that the above information is true and correct in factors affecting my coverage during any of my present an  Signature of Owner or Authorized Representative	. I agree to notify the Michigan DNR of any changes that occur d future operations.					
T	Title	Date					

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

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

#### BID FORM

GRAYLING MANAGEMENT UNIT GRAYLING OFFICE

### GNA2 Bass Lake Aspen (72-805-21)

T24N, R03E, SEC. 18; T24N, R03E, SEC. 6; T24N, R03E, SEC. 7; Ogemaw

In response to the notice of sale to be held 8:30 a.m. (local time) on September 24, 2021, 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	<b>ESTIMATED</b>	VOLUME*	AD'	VERTISED PRICE	<b>BID PRICE/UNIT</b>
Sawtimber			·		
Mixed Aspen	588.0	MBF	\$	30.00/MBF	\$
Red Maple	18.8	MBF	\$	54.00/MBF	\$
Pulpwood					
Mixed Aspen	6,846	Cords	\$	14.90/Cord	\$
Mixed Hardwood	986	Cords	\$	26.85/Cord	\$

\*The volumes are statistically estimated within plus (+) or minus (-) 4.12 percent at 95% confidence level. 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:							
	Company or individual bid							
	Company representative's name:							
	Address:							
	City:	State:	Zip:					
IF AVAILA	ABLE, PLEASE PLACE THE	PERSONALIZED LABEL	FROM YOUR PROSPE	CTUS IN THE ABOVE BOX.				
Individual	or company representative	Date:						
Phone nu	hone 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.

•	<ul> <li>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</li> </ul>	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 signatures.						
Ple	Please Check Appropriate Categories:						
1.	<ol> <li>My business is organized as (you must check one of the book.</li> <li>Sole Proprietorship (individual)</li> <li>Partnership</li> <li>Corporation</li> </ol>	oxes below):					
2.	<ol> <li>You must check <u>one</u> of the boxes below:</li> <li>A.          I certify my business is a sole proprietorship and it has no e</li> </ol>	ampleyees but the cele preprieter. Lam 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.	<ol> <li>If you have checked item 2(A) or 2(B), you must indicate than yourself, including family members and active partners</li> </ol>	the number of <b>both</b> 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

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

# BID FORM

GRAYLING MANAGEMENT UNIT GRAYLING OFFICE

### GNA2 Deckerville South (72-817-21)

T24N, R03E, SEC. 10; T24N, R03E, SEC. 3; T24N, R03E, SEC. 4; Ogemaw

In response to the notice of sale to be held 8:30 a.m. (local time) on September 24, 2021, 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
Red Pine	159.7	MBF	\$	94.00/MBF	\$
Pulpwood					
Jack Pine	77	Cords	\$	16.65/Cord	\$
Quaking Aspen	7	Cords	\$	14.90/Cord	\$
Red Maple	9	Cords	\$	26.85/Cord	\$
Red Pine	1,800	Cords	\$	32.75/Cord	\$
White Pine	3	Cords	\$	18.55/Cord	\$

\*The volumes are statistically estimated within plus (+) or minus (-) 7.69 percent at 95% confidence level. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

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

	Company or individual bidding:							
	Company representative's name:							
	Address:							
	City:	State:	Zip:					
F AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.								
Individual or company representative's signature: Date:								
Phone nu	ımber :							

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.		
PΙε	Please Check Appropriate Categories:		
1.	<ol> <li>My business is organized as (you must check one of the boxes A. ☐ Sole Proprietorship (individual)</li> <li>B. ☐ Partnership</li> <li>C. ☐ Corporation</li> </ol>	below):	
2.	<ul> <li>You must check one of the boxes below:</li> <li>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.</li> <li>B.   I certify my business has satisfied its o bligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For</li> </ul>		
	questions or a copy of the BWC-337, please call the Worker's C  C.  I certify my business has a Worker's Compensation Policy. I will one (21) days of the contract award.		
3.	If you have checked item 2(A) or 2(B), you <b>must</b> indicate the number of <b>both</b> full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0").		
	Full-time Employees	Part-time Employees	
Nan	Name of Business Fede	ral ID (or) Social Security No.	
Add	Address Telep (	hone )	
City	City State ZIP		
in f	I hereby certify that the above information is true and correct. I agree in factors affecting my coverage during any of my present and future.  Signature of Owner or Authorized Representative		
	Title	Date	

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

#### **BID FORM**

GRAYLING MANAGEMENT UNIT GRAYLING OFFICE

### GNA2 Kokosing RP (72-803-21)

T23N, R07E, SEC. 2; T24N, R07E, SEC. 35; T24N, R07E, SEC. 36; Iosco COUNTY

In response to the notice of sale to be held 8:30 a.m. (local time) on September 24, 2021, 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*	AE	VERTISED PRICE	<b>BID PRICE/UNIT</b>
Sawtimber				
Red Pine	534.7 MBF	\$	85.00/MBF	\$
Pulpwood				
Jack Pine	8 Cords	\$	15.10/Cord	\$
Northern Pin Oak	8 Cords	\$	22.50/Cord	\$
Red Pine	2,924 Cords	\$	29.80/Cord	\$

\*The volumes are statistically estimated within plus (+) or minus (-) 7.55 percent at 95% confidence level. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

	FEDERAL ID: or SOCIAL SECURITY NUMBER:			
	Company or individual bidding:			
	Company representative's name:			
	Address:			
	City:	_ State:	Zip:	
IF AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.				
Individual	idual or company representative's signature: Date:			
Phone number : Email (optional):				

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



#### 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.	<ul> <li>My business is organized as (you must check one of the boxes below):</li> <li>A. □ Sole Proprietorship (individual)</li> <li>B. □ Partnership</li> <li>C. □ Corporation</li> </ul>				
2.	<ul> <li>You must check one of the boxes below:</li> <li>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.</li> <li>B. ☐ I certify my business has satisfied its o bligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).</li> <li>C. ☐ I certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty-one (21) days of the contract award.</li> </ul>				
3.	If you have checked item 2(A) or 2(B), you <b>must</b> indicate the than yourself, including family members and active partners (ifFull-time Employees				
Nam	Name of Business Fed	eral ID (or) Social Security No.			
Addı	Address Tele (	ephone )			
City	City State ZIP				
in fa _	I hereby certify that the above information is true and correct. I agin factors affecting my coverage during any of my present and future.  Signature of Owner or Authorized Representative				
T	Title	Date			

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

# **BID FORM**

GRAYLING MANAGEMENT UNIT GRAYLING OFFICE

### GNA2 Deckerville North (72-804-21)

T25N, R03E, SEC. 25; T25N, R03E, SEC. 26; T25N, R03E, SEC. 27; T25N, R03E,

In response to the notice of sale to be held 8:30 a.m. (local time) on September 24, 2021, 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>AD</u>	VERTISED PRICE	BID PRICE/UNIT
Mixed Oak	267.0	MBF	\$	126.00/MBF	\$
Red Maple	42.6	MBF	\$	39.00/MBF	\$
Red Pine	813.1	MBF	\$	94.00/MBF	\$
White Oak	5.1	MBF	\$	82.00/MBF	\$
White Pine	1.9	MBF	\$	42.00/MBF	\$
Pulpwood					
Jack Pine	1,856	Cords	\$	16.65/Cord	\$
Mixed Aspen	656	Cords	\$	14.90/Cord	\$
Mixed Hardwood	590	Cords	\$	26.85/Cord	\$
Mixed Oak	662	Cords	\$	24.75/Cord	\$
Red Pine	1,962	Cords	\$	32.75/Cord	\$
White Oak	9	Cords	\$	24.75/Cord	\$
White Pine	1	Cords	\$	18.55/Cord	\$

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 3.02 percent at 95% confidence level. 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	L SECURITY NUMBER:_		
	Company or individual bidding:_				
	Company representative's name	e:			
	Address:				
	City:	State:	Zip:		
F AVAILA	ABLE, PLEASE PLACE THE PER	SONALIZED LABEL	FROM YOUR PROSPEC	CTUS IN THE ABOVE BOX.	
ndividual	or company representative's sign	nature:		Date:	
hone nu	hone 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:		
r orest management omt.		

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.			

•	<ul> <li>twenty-one (21) days of the contract award and prior to the issuar</li> <li>All Information must be typed or printed except for written signate</li> </ul>	
Ple	Please Check Appropriate Categories:	
1.	<ol> <li>My business is organized as (you must check one of the boxes</li> <li>A. Sole Proprietorship (individual)</li> <li>B. Partnership</li> <li>Corporation</li> </ol>	below):
2.	<ul> <li>You must check one of the boxes below:</li> <li>A.  I certify my business is a sole proprietorship and it has no employworker's Compensation Laws.</li> <li>B.  I certify my business has satisfied its o bligation to the Worker's Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the No questions or a copy of the BWC-337, please call the Worker's C.  I certify my business has a Worker's Compensation Policy. I will one (21) days of the contract award.</li> </ul>	Compensation Act through the use of an approved Notice of tice of Exclusion within 21 days of the contract award. (For compensation Bureau at 517-322-1195).
3.	3. If you have checked item 2(A) or 2(B), you <b>must</b> indicate the than yourself, including family members and active partners (if r Full-time Employees	
Nam	Name of Business Feder	ral ID (or) Social Security No.
Addı	Address Telep (	hone )
City	City State ZIP	
n fa	hereby certify that the above information is true and correct. I agree in factors affecting my coverage during any of my present and future.  Signature of Owner or Authorized Representative.	
'	Title	Date

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

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