

DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN <u>TIMBER SALE PROSPECTUS #7120</u>

<u>SCHEDULED SALE DATE AND TIME:</u> 3:00 p.m. (local time) on September 28, 2022. <u>LOCATION:</u> BALDWIN OFFICE, 2468 W 24TH STREET, BALDWIN, MI 49304.

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

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

<u>GNA2 Woods Trail Mix</u> (63-802-22) / T17N, R15W, SEC. 17, SESW,SWSE. T17N, R15W, SEC. 20, NW,NE,N1/2SE. T17N, R15W, SEC. 21, NW,W1/2NE,N1/2SW,NWSE. Mason County, Advertised Price \$467,351.15, 488.0 Acres, Hardwood, Aspen.

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

Access may be through other public land.

<u>GNA2 Prairie Pine</u> (63-807-22) / T12N, R12W, SEC. 1 , NWNW,S1/2NW,S1/2NE,SW,SE. T13N, R11W, SEC. 30, S1/2NE.

Newaygo County, Advertised Price \$98,758.10, 181.9 Acres, Red Pine, Hardwood.

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

<u>GNA2 Iron Pine</u> (63-808-22) / T20N, R14W, SEC. 12, SW,N1/2SE,SWSE. T20N, R14W, SEC. 13, NENW. T20N, R15W, SEC. 6 , NENW. Lake County, Advertised Price \$34,596.65, 90.4 Acres, Hardwood, Red Pine.

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Access may be through other public land.

GNA2 Oak Road Take 2 (63-809-22) / T12N, R12W, SEC. 25, SW.

T12N, R12W, SEC. 36, NWNW, S1/2NW.

Newaygo County, Advertised Price \$50,769.85, 128.3 Acres, Red Pine, White Pine.

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Access may be through private or other public land.

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

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

Bids must be received by the Unit Manager, BALDWIN OFFICE, 2468 W 24th Street, Baldwin, MI 49304, no later than 3:00 p.m. (local time) on September 28, 2022. For further information concerning this sale, contact Andrew Krugh at 906-291-0124 extension.

2. Bidder's Qualifications (5/16)

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

3. Preparation of Sealed Bids (5/16)

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

4. Submission of Sealed Bids (5/16)

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

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

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

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

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

6. Award of Contract (1/11)

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

7. Down Payment (1/11)

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

8. Performance Security (1/11)

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

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

9. Timber Sale Contract (7/18)

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

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

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

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

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

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

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

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

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

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

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

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

a. That the Bidder and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from timber sales (covered transactions) by any Federal department or agency.

b. That the Bidder and its principals have not within a 3-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

c. That the Bidder and its principals are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph b of this certification.

d. That the Bidder and its principals have not within a 3-year period preceding this bid had one or more public transactions (Federal, State, or local) terminated for breach or default of a timber or forest product contract.

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

DAN EICHINGER Director

TIMBER SALE INFORMATION

<u>GNA2 Woods Trail Mix (63-802-22)</u> T17N, R15W, SEC. 17; T17N, R15W, SEC. 20; T17N, R15W, SEC. 21. Mason County (Advertised Price \$467,351.15)

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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*		ADV	ERTISED PRICE
Sawtimber				
BI/R/Hybrid Oak	239.9	MBF	\$	57.00 / MBF
Mixed Aspen	946.0	MBF	\$	82.00 / MBF
Red Maple	416.6	MBF	\$	67.00 / MBF
Red Oak	1,083.5	MBF	\$	160.00 / MBF
Red Pine	74.0	MBF	\$	85.00 / MBF
White Oak	378.3	MBF	\$	64.00 / MBF
Pulpwood				
Mixed Aspen	3,413	Cords	\$	20.45 / Cord
Mixed Hardwood	2,153	Cords	\$	15.75 / Cord
Mixed Oak	1,314	Cords	\$	23.65 / Cord
Red Pine	255	Cords	\$	37.45 / Cord

* The total volume is statistically estimated within plus (+) or minus (-) 9.51 percent. There are an estimated 14,855 cords on this timber sale, plus or minus 1,413 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 \$46,735.00 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

	PERCENT OF TOTAL SALE VA
01	9.6%
02	0.5%
03	2.3%
04	12.8%
05	6.4%
06	8.7%
07	5.8%
08	7.2%
09	6.7%
10	6.2%
11	2.7%
12	12.8%
13	9.5%
14	3.4%
15	4.4%
16	1.0%

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 RA	ANGE IN CORDS
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
1,173,551	14,855	9.51%	13,442	16,268

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				N CORDS
VDU	TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
1	89,924	1,138	34.02%	751	1,525
2	5,688	72	62.40%	27	117
3	234,084	2,963	19.50%	2,385	3,541
4	24,269	307	23.71%	234	380
5	329,694	4,173	13.54%	3,608	4,739
8	391,487	4,956	14.44%	4,240	5,671
10	61,305	776	29.08%	550	1,002
32	26,759	339	52.49%	161	517
94	10,341	131	0.00%	131	131
TOTAL:	1,173,551	14,855		12,088	17,622

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	37.0	1	37.0
2	48.3	2	48.3
3	89.4	4	40.9
		5	20.6
		6	27.9
4	14.0	11	14.0
5	149.4	7	33.3
		8	41.6
		9	38.6
		10	35.9
8	109.3	12	54.3
		13	40.5
		14	14.5
10	28.9	15	28.9
32	10.5	3	10.5
94	1.2	16	1.2
TOTAL:	488.0		488.0

DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Red Maple	Sawtimber	27.4	MBF	37.0	\$44,810.70
	Red Oak		197.9	MBF		
	White Oak		25.0	MBF		
	Mixed Aspen	Pulpwood	162	Cords		
	B. T. Aspen		162	Cords		
	Mixed Hardwood		196	Cords		
	Red Maple		196	Cords		
	Mixed Oak		140	Cords		
	Red Oak		96	Cords		
	White Oak		44	Cords		
2	Bl/R/Hybrid Oak	Sawtimber	3.5	MBF	48.3	\$2,192.40
	Red Maple	Cawtimber	3.7	MBF	+0.5	ψ2,132.40
	Red Oak		6.4	MBF		
				MBF		
	White Oak	Dulmura a d	2.4			
	Mixed Hardwood	Pulpwood	12	Cords		
	Red Maple		12	Cords		
	Mixed Oak		16	Cords		
	BI/R/Hybrid Oak		3	Cords		
	Red Oak		11	Cords		
	White Oak		2	Cords		
3	BI/R/Hybrid Oak	Sawtimber	76.3	MBF	10.5	\$10,799.85
	Red Maple		1.8	MBF		
	Red Oak		25.9	MBF		
	White Oak		6.2	MBF		
	Mixed Hardwood	Pulpwood	10	Cords		
	Red Maple		10	Cords		
	Mixed Oak		69	Cords		
	BI/R/Hybrid Oak		31	Cords		
	Red Oak		16	Cords		
	White Oak		22	Cords		
4	BI/R/Hybrid Oak	Sawtimber	4.3	MBF	40.9	\$59,755.05
	Red Maple		64.2	MBF		
	Red Oak		277.2	MBF		
	White Oak		20.8	MBF		
	Mixed Aspen	Pulpwood	87	Cords		
	B. T. Aspen		87	Cords		
	Mixed Hardwood		187	Cords		
	Red Maple		178	Cords		
	Sugar Maple		4	Cords		
	White Ash		5	Cords		
	Mixed Oak		203	Cords		
	BI/R/Hybrid Oak		203 18	Cords		
	Red Oak		170	Cords		
	White Oak			Cords		
-			15		00.0	* 00 (00 07
5	BI/R/Hybrid Oak	Sawtimber	2.1	MBF	20.6	\$30,122.85
	Red Maple		32.4	MBF		
	Red Oak		139.7	MBF		
	White Oak		10.5	MBF		
	Mixed Aspen	Pulpwood	44	Cords		
	B. T. Aspen		44	Cords		
	Mixed Hardwood		95	Cords		
	Red Maple		90	Cords		
	Sugar Maple		2	Cords		
	White Ash		3	Cords		
	Mixed Oak	1	102	Cords	1	1

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
5 con't	Bl/R/Hybrid Oak	Pulpwood	9	Cords		
	Red Oak		86	Cords		
	White Oak		7	Cords		
6	BI/R/Hybrid Oak	Sawtimber	2.9	MBF	27.9	\$40,787.40
	Red Maple		43.8	MBF		
	Red Oak		189.2	MBF		
	White Oak		14.2	MBF		
	Mixed Aspen	Pulpwood	60	Cords		
	B. T. Aspen		60	Cords		
	Mixed Hardwood		128	Cords		
	Red Maple		121	Cords		
	Sugar Maple		3	Cords		
	White Ash		4	Cords		
	Mixed Oak		138	Cords		
	BI/R/Hybrid Oak		12	Cords		
	Red Oak		116	Cords		
	White Oak		10	Cords		
7	BI/R/Hybrid Oak	Sawtimber	33.6	MBF	33.3	\$26,955.60
'	Mixed Aspen	Carringo	29.5	MBF	00.0	ψ20,000.00
	B. T. Aspen		29.5	MBF		
	Red Maple		23.3	MBF		
	Red Oak		55.1	MBF		
	White Oak		66.7	MBF		
	Mixed Aspen	Pulpwood	39	Cords		
	-	Fulpwood	39 39	Cords		
	<i>B. T. Aspen</i> Mixed Hardwood		224	Cords		
			224 224	Cords		
	Red Maple					
	Mixed Oak		143	Cords		
	BI/R/Hybrid Oak		23	Cords		
	Red Oak		36	Cords		
	White Oak	0 " -	84	Cords		****
8	Bl/R/Hybrid Oak	Sawtimber	42.0	MBF	41.6	\$33,657.25
	Mixed Aspen		36.8	MBF		
	B. T. Aspen		36.8	MBF		
	Red Maple		34.1	MBF		
	Red Oak		68.8	MBF		
	White Oak		83.3	MBF		
	Mixed Aspen	Pulpwood	49	Cords		
	B. T. Aspen		49	Cords		
	Mixed Hardwood		280	Cords		
	Red Maple		280	Cords		
	Mixed Oak		178	Cords		
	Bl/R/Hybrid Oak		29	Cords		
	Red Oak		45	Cords		
	White Oak		104	Cords		
9	BI/R/Hybrid Oak	Sawtimber	39.0	MBF	38.6	\$31,247.90
	Mixed Aspen		34.2	MBF		
	B. T. Aspen		34.2	MBF		
	Red Maple		31.7	MBF		
	Red Oak		63.9	MBF		
	White Oak		77.3	MBF		
	Mixed Aspen	Pulpwood	45	Cords		
	-		45	Cords		
	B. T. Aspen					
	<i>B. T. Aspen</i> Mixed Hardwood					
	<i>B. T. Aspen</i> Mixed Hardwood <i>Red Maple</i>		259 259	Cords Cords		

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
9 con't	Bl/R/Hybrid Oak	Pulpwood	27	Cords		
	Red Oak		42	Cords		
	White Oak		97	Cords		
10	BI/R/Hybrid Oak	Sawtimber	36.2	MBF	35.9	\$29,043.15
	Mixed Aspen		31.8	MBF		
	B. T. Aspen		31.8	MBF		
	Red Maple		29.4	MBF		
	Red Oak		59.4	MBF		
	White Oak		71.9	MBF		
	Mixed Aspen	Pulpwood	42	Cords		
	B. T. Aspen		42	Cords		
	Mixed Hardwood		241	Cords		
	Red Maple		241	Cords		
	, Mixed Oak		154	Cords		
	BI/R/Hybrid Oak		25	Cords		
	Red Oak		39	Cords		
	White Oak		90	Cords		
11	Mixed Aspen	Sawtimber	14.0	MBF	14.0	\$12,411.20
	B. T. Aspen	Cawambor	14.0	MBF	11.0	φ12,111.20
	Red Pine		52.2	MBF		
	Mixed Aspen	Pulpwood	6	Cords		
	B. T. Aspen	i upwood	6	Cords		
	Mixed Hardwood		2	Cords		
	Black Cherry		2	Cords		
	Mixed Oak		5	Cords		
	Red Oak		2	Cords		
	White Oak		2	Cords		
	Red Pine		3 175	Cords		
10					54.0	# 50.070.00
12	Mixed Aspen	Sawtimber	329.7	MBF	54.3	\$59,679.60
	B. T. Aspen		329.7	MBF		
	Red Maple		39.8	MBF		
	Mixed Aspen	Pulpwood	1,298	Cords		
	B. T. Aspen		1,298	Cords		
	Mixed Hardwood		218	Cords		
	Beech		6	Cords		
	Black Cherry		13	Cords		
	Red Maple		194	Cords		
	Sugar Maple		5	Cords		
13	Mixed Aspen	Sawtimber	246.0	MBF	40.5	\$44,509.00
	B. T. Aspen		246.0	MBF		
	Red Maple		29.7	MBF		
	Mixed Aspen	Pulpwood	968	Cords		
	B. T. Aspen		968	Cords		
	Mixed Hardwood		162	Cords		
	Beech		4	Cords		
	Black Cherry		10	Cords		
	Red Maple		145	Cords		
	Sugar Maple		3	Cords		
14	Mixed Aspen	Sawtimber	88.1	MBF	14.5	\$15,944.05
	B. T. Aspen		88.1	MBF		
	-		10.6	MBF		
	Red Maple					
	Red Maple Mixed Aspen	Pulpwood	347	Cords		
	Mixed Aspen	Pulpwood	347 347	Cords Cords		
	-	Pulpwood				
	Mixed Aspen B. T. Aspen	Pulpwood	347	Cords		

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

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PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
14 con't	Red Maple	Pulpwood	52	Cords		
	Sugar Maple		1	Cords		
15	Mixed Aspen	Sawtimber	135.9	MBF	28.9	\$20,586.15
	B. T. Aspen		135.9	MBF		
	Red Maple		40.7	MBF		
	Mixed Aspen	Pulpwood	266	Cords		
	B. T. Aspen		266	Cords		
	Mixed Hardwood		81	Cords		
	Red Maple		81	Cords		
16	Red Pine	Sawtimber	21.8	MBF	1.2	\$4,849.00
	Red Pine	Pulpwood	80	Cords		
		TOTAL:	3,138.3	MBF		
		TOTAL:	7,135	Cords		

Sale Specific Conditions & Requirements

Sale Name: GNA2 Woods Trail Mix

Sale Number: 63-802-22 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. Exterior sale boundary lines against private property are marked with orange paint. Exterior sale boundary lines against state are marked with orange paint. Interior Payment Unit boundaries are marked with double slashed orange paint. Retention patches are marked with orange paint; no harvesting activities may occur within these areas. 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) 16, cut all red pine trees that are two (2) inches or more at DBH including red pine snags.

2.1.2 - Clearcut unit(s) w/o unmerchantable trees (8/11)

Within Payment Unit(s) 12-15, cut all species trees which meet minimum piece specifications in 2.2 Utilization except oak and pine.

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

Within Payment Unit(s) 1-10, all trees, which meet minimum piece specifications in 2.2 Utilization, are designated for cutting except conifer species and trees marked with orange paint above and below stump height.

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

Within Payment Unit(s) 11, all red pine trees which meet minimum piece specifications in 2.2 Utilization, within designated plantation rows are designated for cutting. Designated plantation rows are identified by blue paint. Because of the variability of row direction, it shall be the responsibility of the producer to maintain the row sequence. In addition harvest all blue marked trees outside of designated rows.

2.2 - Utilization

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

Within Payment Unit(s) 1-16, chipping of the bole, 2-inches in diameter or greater, is allowed. Chipping of limbs or portions of the tree less than 2-inches in diameter is not permitted, chipping of limbs or tops is not permitted. Limbs and the remaining top must be left on site and scattered. In addition there will be no piles of slash left at the base of residual trees, due to future prescribed burning.

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 tree seedlings and saplings. No damage is acceptable to undesignated live merchantable trees. Within the sale area, if more than 10% of trees (> 4.5"

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

4 - Transportation

4.1 - Construction

4.1.3 - Slash and earthen piles (8/04)

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

4.1.6 - Road construction (1/09)

Construction of new roads or improvements of existing roads shall be done in such a way as to minimize the environmental and visual impacts. Merchantable trees shall be cut and utilized unless otherwise directed. Non-merchantable trees shall be severed and laid flat on the ground. Slash shall be scattered, 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 within 30 days of completion of hauling. 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. 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 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.

4.2 - 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.

4.2.4 - Grading (10/16)

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

4.2.5 - Two wheel drive condition (2/04)

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

5 - Operations

5.2 - Conduct of Operations

5.2.2 - Hazard Trees/Snags

5.2.2.1 - Den trees (10/16)

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

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

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

5.2.3 - Operating Restrictions

5.2.3.1 - Operating restrictions (9/11)

Within Payment Unit(s) 1-16, unless changed by written agreement, cutting, skidding, and hauling are limited to the period of 09/15 to 5/15. This restriction is to protect Wood turtle, Blanding's turtle, and eastern box turtle.

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

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

5.2.3.13 - Heterobasidion root disease (HRD) (7/19)

This plantation is at risk of infection by the root rot fungus, Heterobasidion irregulare. To prevent the spread of this disease, cutting operations within payment units 11 and 16 are restricted to the period of January 1st through March 31st. Cutting may only occur outside this period with written permission of the Unit Manager or with the application of a preventative pesticide. Consultation with a forest health specialist will determine if cutting can occur prior to January 1 without pesticide application, dependent upon current and forecasted snow cover. Cellu-Treat and RotStop C are currently the only EPA registered products available in the United States for the control of Heterobasidion. Both products are a water-soluble powder that must be applied to the stump, in accordance with the product label. Dye must be added to these products to provide visible evidence of adequate coverage. Application of these pesticides requires licensing by the Michigan Department of Agriculture and Rural Development. All applicators are required to: provide to the Sale Administrator notification of application per requirements in 40 CFR 170.120; and document and provide to the Sale Administrator annually, by December 31 and prior to closure of sale, the volume of product used and acres treated.

5.2.32 - Decking/landing restoration (9/13)

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

5.2.38 - 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.

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 woods trail prior to beginning operations. The road must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

7 - Other Conditions

SKIP

7.1.1 - GNA, title (7/16)

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

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

7.3 - Contract Modifications

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

(a) The Unit Manager may, by written order, delay or interrupt authorized operations under this contract or, notwithstanding Condition & Requirement 7.3, modify this contract, in whole or in part:

(i) To prevent environmental degradation or resource damage, including, but not limited to, harm to habitat, plants, animals,

cultural resources, or cave resources;

(ii) To ensure consistency with land and resource management plans or other documents prepared pursuant to the National Environmental Policy Act of 1969, 42 USC 4321-4347;

(iii) To conduct environmental analysis, including, but not limited to, engaging in consultation pursuant to the Endangered Species Act of 1973, 16 USC 1531, et seq.; or

(iv) Upon agreement of the Forest Service, due to administrative appeal or litigation, regardless of whether the Unit Manager's order is required by a court order or this contract is named in such a proceeding.

(b) In the event of an order delaying or interrupting Purchaser's Operations under this Condition & Requirement, Purchaser's remedy shall be:

(i) a no cost contract extension,

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

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

(c) Remedies awarded to the Purchaser shall not be duplicative, and the Unit Manager shall have the right to structure remedies provided herein to avoid duplicative compensation.

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

7.5 - Loss

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

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

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

7.10 - Certified Timber

7.10.1 - Non-certified timber (2/16)

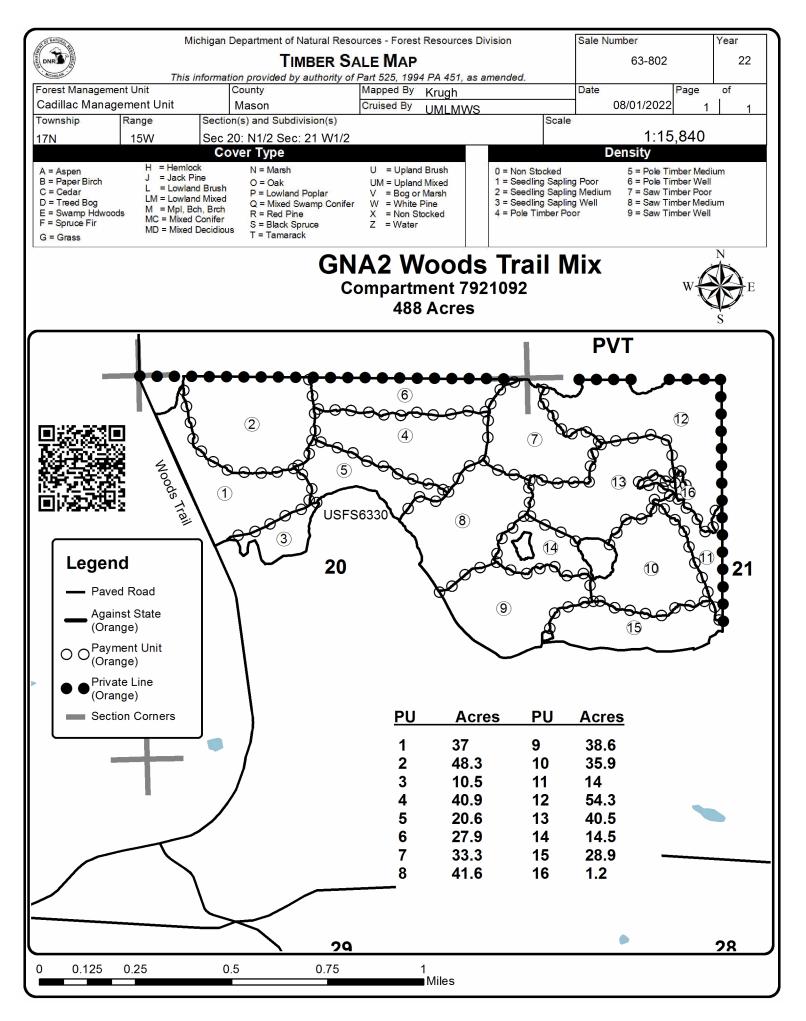
The area encompassed by this timber sale is not certified to the standards of the Forest Stewardship Council (FSC) or the Sustainable Forestry Initiative (SFI). Forest products from this sale may not be delivered to the mill as "FSC and / or SFI certified". The lands within this sale belong to the National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

99 - Unique

SKIP

99.1 - Unique Sale Condition (5/19)

All activities shall stay within sale area. If any parking, hauling, skidding, ect. happens outside the sale area it must first be approved by the sale administrator.



TIMBER SALE INFORMATION

<u>GNA2 Prairie Pine (63-807-22)</u> T12N, R12W, SEC. 1; T13N, R11W, SEC. 30. Newaygo County (Advertised Price \$98,758.10)

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

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

A timber sale contract for this lump sum, sealed bid timber sale will be awarded to the responsible bidder offering the highest sealed bid price. 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 PRI	
Sawtimber				
Northern Pin Oak	44.4	MBF	\$	57.00 / MBF
Red Pine	234.2	MBF	\$	85.00 / MBF
White Pine	42.3	MBF	\$	59.00 / MBF
Pulpwood				
Black Cherry	12	Cords	\$	15.75 / Cord
Jack Pine	66	Cords	\$	10.25 / Cord
Northern Pin Oak	110	Cords	\$	23.65 / Cord
Red Pine	1,873	Cords	\$	37.45 / Cord
White Pine	15	Cords	\$	14.25 / Cord

* The total volume is statistically estimated within plus (+) or minus (-) 18.50 percent. There are an estimated 3,231 cords on this timber sale, plus or minus 598 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 \$9,876.00 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

	PERCENT OF TOTAL SALE VA
01	15.9%
02	7.1%
03	8.0%
04	5.7%
05	3.4%
06	18.3%
07	6.6%
08	7.4%
09	14.8%
10	5.2%
11	0.0%
12	0.0%
13	0.0%
14	0.0%
15	0.0%
16	0.1%
17	7.5%

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 RA	ANGE IN CORDS
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
255,249	3,231	18.50%	2,633	3,829

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 IN	N CORDS
VDU	TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
3	19,381	245	158.83%	144	635
7	48,127	609	23.72%	465	754
11	449	6	202.81%	6	17
26	38,561	488	42.72%	280	697
27	7,078	90	544.56%	398	577
28	11,774	149	225.52%	187	485
29	14,881	188	0.00%	188	188
32	36,529	462	49.54%	233	691
34	13,677	173	88.84%	19	327
40	31,182	395	34.45%	259	531
43	17,177	217	48.04%	113	322
48	16,434	208	70.87%	61	355
TOTAL:	255,249	3,231		882	5,580

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
3	4.6	3	4.6
7	20.9	17	20.9
11	64.9	9	0.1
		11	12.1
		12	10.8
		13	9.4
		14	9.2
		15	6.8
		16	16.5
26	16.8	6	16.8
27	4.3	5	4.3
28	7.4	4	7.4
29	3.5	2	3.5
32	14.4	1	14.4
34	5.7	7	5.7
40	13.4	9	13.4
43	15.4	10	15.4
48	10.6	8	10.6
TOTAL:	181.9		181.9

DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Red Pine	Sawtimber	31.1	MBF	14.4	\$15,676.10
	Red Pine	Pulpwood	348	Cords		
2	Red Pine	Sawtimber	7.4	MBF	3.5	\$7,032.95
	Red Pine	Pulpwood	171	Cords		
3	Red Pine	Sawtimber	45.2	MBF	4.6	\$7,924.05
	Red Pine	Pulpwood	109	Cords		
4	Red Pine	Sawtimber	22.3	MBF	7.4	\$5,603.05
	Red Pine	Pulpwood	99	Cords		
5	Red Pine	Sawtimber	4.3	MBF	4.3	\$3,324.05
	Red Pine	Pulpwood	79	Cords		
6	Red Pine	Sawtimber	109.9	MBF	16.8	\$17,917.55
	Red Pine	Pulpwood	229	Cords		
7	Red Pine	Pulpwood	173	Cords	5.7	\$6,478.85
8	Red Pine	Sawtimber	1.4	MBF	10.6	\$7,346.85
	Red Pine	Pulpwood	193	Cords		
9	Red Pine	Sawtimber	6.7	MBF	13.5	\$14,650.70
	Red Pine	Pulpwood	376	Cords		
10	Red Pine	Sawtimber	5.9	MBF	15.4	\$5,135.30
	White Pine		1.2	MBF		
	Black Cherry	Pulpwood	12	Cords		
	Jack Pine		66	Cords		
	Northern Pin Oak		13	Cords		
	Red Pine		89	Cords		
	White Pine		4	Cords		
11	Red Pine	Pulpwood	1	Cords	12.1	\$37.45
12	Red Pine	Pulpwood	1	Cords	10.8	\$37.45
13	Red Pine	Pulpwood	1	Cords	9.4	\$37.45
14	Red Pine	Pulpwood	1	Cords	9.2	\$37.45
15	Red Pine	Pulpwood	1	Cords	6.8	\$37.45
16	Red Pine	Pulpwood	2	Cords	16.5	\$74.90
17	Northern Pin Oak	Sawtimber	44.4	MBF	20.9	\$7,406.50
	White Pine		41.1	MBF		
	Northern Pin Oak	Pulpwood	97	Cords		
	White Pine		11	Cords		
		TOTAL:	320.9	MBF		
		TOTAL:	2,076	Cords		

Sale Number: 63-807-22 Seg#: 1

Sale Name: GNA2 Prairie Pine

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 against private property are marked with orange paint. Exterior sale boundary lines against state are marked with orange paint. Interior Payment Unit boundaries are marked with orange paint. The painted boundary line trees are not Included Timber and are to be protected unless marked with blue paint.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1-7 and 9, cut all red pine trees that are two (2) inches or more at DBH. Special protection trees identified in accordance with condition 3.4.2, within clearcutting unit boundaries, are not Included Timber and are to be protected.

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

Within Payment Unit(s) 11-16, trees will be designated for cutting when approving skid trails. These Payment Units will be scaled.

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

Within Payment Unit(s) 8, 10, 17, cut all trees that are two (2) inches or more at DBH except trees marked with orange paint above and below stump height. Special protection trees identified in accordance with condition 3.4.2, within clearcutting unit boundaries, are not Included Timber and are to be protected.

2.2 - Utilization

2.2.2 - Chipping required (2/18)

Payment Units 8, 10, and 17 must be chip harvested to facilitate future silvicultural activities. The Purchaser has the option to produce sawlogs or pulpwood bolts, but the remaining portion of the trees must be chipped and hauled. The requirement to retain approximately 1/6 to 1/3 of tree tops and limbs less than four inches in diameter does not apply (G. C. & R. 2.2). This is because KBB habitat.

2.2.4 - Skidding length (2/14)

Within Payment Units 8, 10, and 17, tree length skidding is required unless approved by the Unit Manager or his/her representative.

2.2.11 - Chipping restriction (9/14)

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

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

- 3.2 Scaled Sales
 - 3.2.1 Scale location (2/04)

Forest products will be placed for measurement at location determined by the sale administrator. Payment units 11-16 will be scaled and only trees to be removed are for operability.

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (7/14)

Payment Unit(s) 1-17 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.

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 within 30 days of completion of hauling. 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. 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 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.

4.2 - Maintenance

4.2.4 - Grading (10/16)

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

4.2.5 - Two wheel drive condition (2/04)

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

4.4 - Access

4.4.3 - Access gate (12/08)

The access gate must be locked at the completion of each day unless otherwise approved by the Unit Manager or his/her representative.

4.4.4 - Restricted access (10/05)

Hauling, skidding, and vehicle access is not permitted east of unit Payment Unit 3, south of Payment Units 7 & 13, and west of Payment Unit 8. Do not enter this area for any reason. An access skid road will be needed for Payment Units 7 & 13 from the west into the units. This access will be for skidding only.

4.4.5 - Federal property access (3/11)

Permission for access across federal land has been obtained by the DNR.

5 - Operations

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.2 - Slash Removal

5.2.1.2.6 - Slash removal, general (7/05)All slash must be removed from Payment Units 8, 10, and 17.

5.2.1.8 - Slash height (12/08)

No slash may exceed 24 inches in height.

5.2.2 - Hazard Trees/Snags

5.2.2.1 - Den trees (10/16)

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

5.2.3 - Operating Restrictions

5.2.3.1 - Operating restrictions (9/11)

Within Payment Unit(s) 1-17, unless changed by written agreement, cutting, skidding, and hauling are limited to the period of 08/16 to 05/09. This restriction is because of KBB flight season.

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

Within Payment Unit(s) 1-17 cutting, skidding, hauling within the sale and brushing of access roads to the sale are not permitted during the period of April 15 to July 15. No exceptions will be granted. This is necessary to reduce the spread of oak wilt.

5.2.3.14 - heterobasidion root disease (HRD) (3/21)

This plantation is at risk of infection by the root rot fungus, Heterobasidion irregulare. To prevent the spread of this disease, cutting operations within Payment Unit(s) 1-17 are restricted to the period of January 1st through February 28th. Cutting may only occur outside this period with written permission of the Unit Manager or with the application of a preventative pesticide. Consultation with a forest health specialist will determine if cutting can occur prior to January 1 without pesticide application, dependent upon current and forecasted snow cover. Cellu-Treat and RotStop C are currently the only EPA registered products available in the United States for the control of Heterobasidion. Both products are a water-soluble powder that must be applied to the stump, in accordance with the product label. Dye must be added to these products to provide visible evidence of adequate coverage. Application of these pesticides requires licensing by the Michigan Department of Agriculture and Rural Development. All applicators are required to: provide to the Sale Administrator notification of application per requirements in 40 CFR 170.120; and document and provide to the Sale Administrator annually, by December 31 and prior to closure of sale, the volume of product used and acres treated.

5.2.31 - Landing locations (9/13)

No landings are allowed in or south of payment units 7 and 13. In addition payment units 8, 9, 14-16 must go out through the gate along Pine Ave. A skid road will be needed to access units 7 and 13 from the west. Within payment unit 17 a landing location should be discussed with the local biologist on location and access.

5.2.37 - No decking areas (12/08) No decking is allowed opening south of units 7 and 13.

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 hiking trail 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 county roads prior to beginning operations. The road must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

6.2.3 - Recreational trail posting (10/20)

The Purchaser is responsible for posting and maintaining caution signs on the North Country 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)

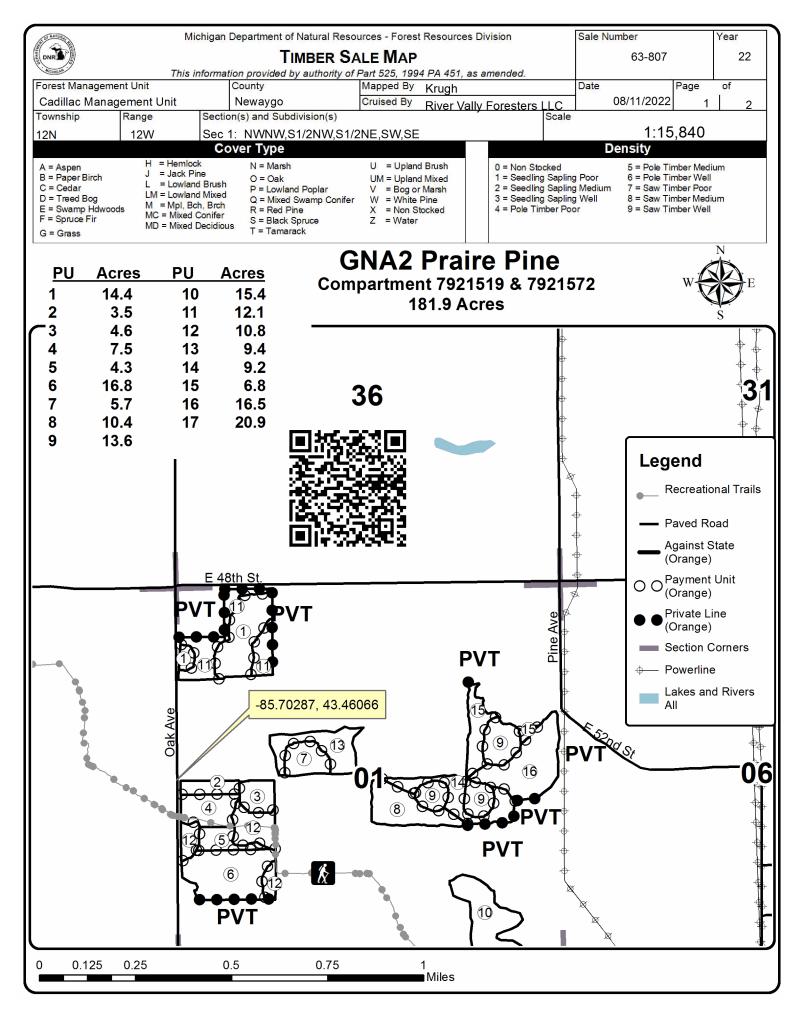
The area encompassed by this timber sale is not certified to the standards of the Forest Stewardship Council (FSC) or the Sustainable Forestry Initiative (SFI). Forest products from this sale may not be delivered to the mill as "FSC and / or SFI certified". The lands within this sale belong to the National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

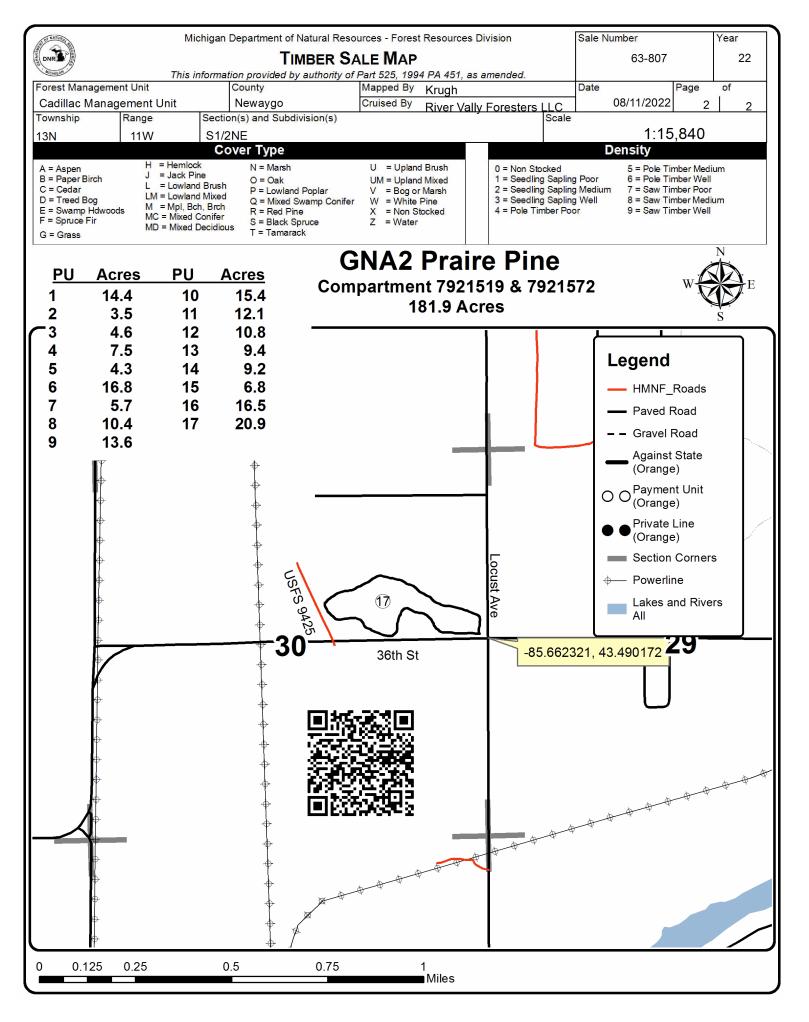
99 - Unique

SKIP

99.1 - Unique Sale Condition (5/19)

All activities shall stay within sale area. If any parking, hauling, skidding, ect. happens outside the sale area it must first be approved by the sale administrator. In addition KBB habitat will not be infringed.





TIMBER SALE INFORMATION

<u>GNA2 Iron Pine (63-808-22)</u> T20N, R14W, SEC. 12; T20N, R14W, SEC. 13; T20N, R15W, SEC. 6. Lake County (Advertised Price \$34,596.65)

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

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*		ADVE	ADVERTISED PRICE	
Sawtimber					
BI/R/Hybrid Oak	2.7	MBF	\$	57.00 / MBF	
Northern Pin Oak	39.2	MBF	\$	57.00 / MBF	
White Oak	13.2	MBF	\$	64.00 / MBF	
Pulpwood					
Mixed Oak	688	Cords	\$	23.65 / Cord	
Red Pine	403	Cords	\$	37.45 / Cord	

* The total volume is statistically estimated within plus (+) or minus (-) 11.61 percent. There are an estimated 1,339 cords on this timber sale, plus or minus 156 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 \$3,460.00 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

	PERCENT OF TOTAL SALE
01	17.4%
02	47.8%
03	13.8%
04	8.4%
05	0.4%
06	12.2%

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.

VOLUME			STATISTICAL RA	ANGE IN CORDS
TOTAL CUBIC FEET TOTAL CORDS		PERCENT ERROR	MINIMUM	MAXIMUM
105,795	1,339	11.61%	1,184	1,495

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 I	N CORDS
VDU	TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
4	17,993	228	22.97%	175	280
6	56,897	720	14.28%	617	823
9	10,088	128	50.77%	63	193
11	339	4	0.00%	4	4
17	6,935	88	41.04%	52	124
30	13,543	171	18.26%	140	203
TOTAL:	105,795	1,339		1,052	1,627

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
4	26.0	1	26.0
6	38.6	2	38.6
9	8.9	6	8.9
11	1.2	5	1.2
17	5.2	4	5.2
30	10.5	3	10.5
TOTAL:	90.4		90.4

DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Northern Pin Oak	Sawtimber	1.2	MBF	26.0	\$6,020.60
	Mixed Oak	Pulpwood	144	Cords		
	Northern Pin Oak		99	Cords		
	White Oak		45	Cords		
	Red Pine		68	Cords		
2	BI/R/Hybrid Oak	Sawtimber	2.7	MBF	38.6	\$16,532.30
	Northern Pin Oak		31.0	MBF		
	White Oak		13.2	MBF		
	Mixed Oak	Pulpwood	457	Cords		
	Bl/R/Hybrid Oak		11	Cords		
	Northern Pin Oak		282	Cords		
	White Oak		164	Cords		
	Red Pine		79	Cords		
3	Mixed Oak	Pulpwood	64	Cords	10.5	\$4,771.75
	Northern Pin Oak		64	Cords		
	Red Pine		87	Cords		
4	Northern Pin Oak	Sawtimber	1.3	MBF	5.2	\$2,906.50
	Mixed Oak	Pulpwood	1	Cords		
	Northern Pin Oak		1	Cords		
	Red Pine		75	Cords		
5	Red Pine	Pulpwood	4	Cords	1.2	\$149.80
6	Northern Pin Oak	Sawtimber	5.7	MBF	8.9	\$4,215.70
	Mixed Oak	Pulpwood	22	Cords		
	Northern Pin Oak		17	Cords		
	White Oak		5	Cords		
	Red Pine		90	Cords		
		TOTAL:	55.1	MBF		
TOTAL: 1,091 Cords						

Sale Number: 63-808-22 Seg#: 1

Sale Name: GNA2 Iron Pine

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 against private property are marked with orange paint. Exterior sale boundary lines against state are marked with orange paint. Interior Payment Unit boundaries are marked with orange paint. Retention patches are marked with orange paint; no harvesting activities may occur within these areas. The painted boundary line trees are not Included Timber and are to be protected.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1-6, all trees, which meet minimum piece specifications in 2.2 Utilization, are designated for cutting except trees marked with orange paint above and below stump height. Special protection trees identified in accordance with condition 3.4.2, within clearcutting unit boundaries, are not Included Timber and are to be protected. Special protection areas identified in accordance with condition 3.4.3, within clearcutting unit boundaries, are not Included Timber and are to be protected.

2.2 - Utilization

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

3.4.2 - Special Protection Trees (4/14)

The Purchaser shall not cut live or dead special protection trees within cutting units or clearings. Special protection trees are marked with orange paint. If the Purchaser's operations have cut or damaged special protection trees through carelessness, the Purchaser shall pay \$200 as fixed, agreed and liquidated damages for each special protection tree cut or damaged. Such payment does not constitute ownership of the undesignated timber.

3.4.3 - Special Protection Areas (8/11)

The Purchaser shall protect special protection areas from damage by the Purchaser's operations. Special protection areas are marked with a orange boundary line. The Purchaser shall not cut live or dead trees within special protection areas. If the Purchaser's operations have cut or damaged special protection areas through carelessness, the Purchaser shall pay double stumpage for bid species as fixed, agreed and liquidated damages for each acre or part thereof cut or damaged. Such payment does not constitute ownership of the undesignated 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 within 30 days of completion of hauling. 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. 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 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.

4.2 - Maintenance

4.2.4 - Grading (10/16)

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

4.2.5 - Two wheel drive condition (2/04)

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

4.4 - Access

4.4.5 - Federal property access (3/11)

Permission for access across federal land has been obtained by the DNR.

5 - Operations

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.8 - Slash height (12/08)No slash may exceed 24 inches in height.

5.2.1.11 - Slash for reforestation (3/21)

Within the Sale Area or Payment Unit(s) 1-6, chipping is encouraged as it is the most effective and efficient way to mitigate slash for reforestation. Other tactics to mitigate slash for site preparation would need to be approved by the Unit Manager or his/her representative. Liquidated damages may be assessed at \$350 per acre if it is determined that slash mitigation was inadequate and mastication is needed for the DNR to conduct site preparation for wildlife habitat.

5.2.1.12 - Slash for prescribed burning (1/05)

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

5.2.2 - Hazard Trees/Snags

5.2.2.1 - Den trees (10/16)

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

5.2.3 - Operating Restrictions

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

Within Payment Unit(s) 1-6, 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.

5.2.32 - 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.

5.8.6 - Protection of eagle nests (5/12)

To protect an active eagle's nest, all harvesting operations payment units 4-6 are limited to the period of September 1 through December 31.

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 county roads prior to beginning operations. The road must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

7 - Other Conditions

SKIP

7.1.1 - GNA, title (7/16)

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

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

7.3 - Contract Modifications

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

(a) The Unit Manager may, by written order, delay or interrupt authorized operations under this contract or, notwithstanding Condition & Requirement 7.3, modify this contract, in whole or in part:

(i) To prevent environmental degradation or resource damage, including, but not limited to, harm to habitat, plants, animals, cultural resources, or cave resources;

(ii) To ensure consistency with land and resource management plans or other documents prepared pursuant to the National Environmental Policy Act of 1969, 42 USC 4321-4347;

(iii) To conduct environmental analysis, including, but not limited to, engaging in consultation pursuant to the Endangered Species Act of 1973, 16 USC 1531, et seq.; or

(iv) Upon agreement of the Forest Service, due to administrative appeal or litigation, regardless of whether the Unit Manager's order is required by a court order or this contract is named in such a proceeding.

(b) In the event of an order delaying or interrupting Purchaser's Operations under this Condition & Requirement, Purchaser's remedy shall be:

(i) a no cost contract extension,

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

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

(c) Remedies awarded to the Purchaser shall not be duplicative, and the Unit Manager shall have the right to structure remedies provided herein to avoid duplicative compensation.

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

7.5 - Loss

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

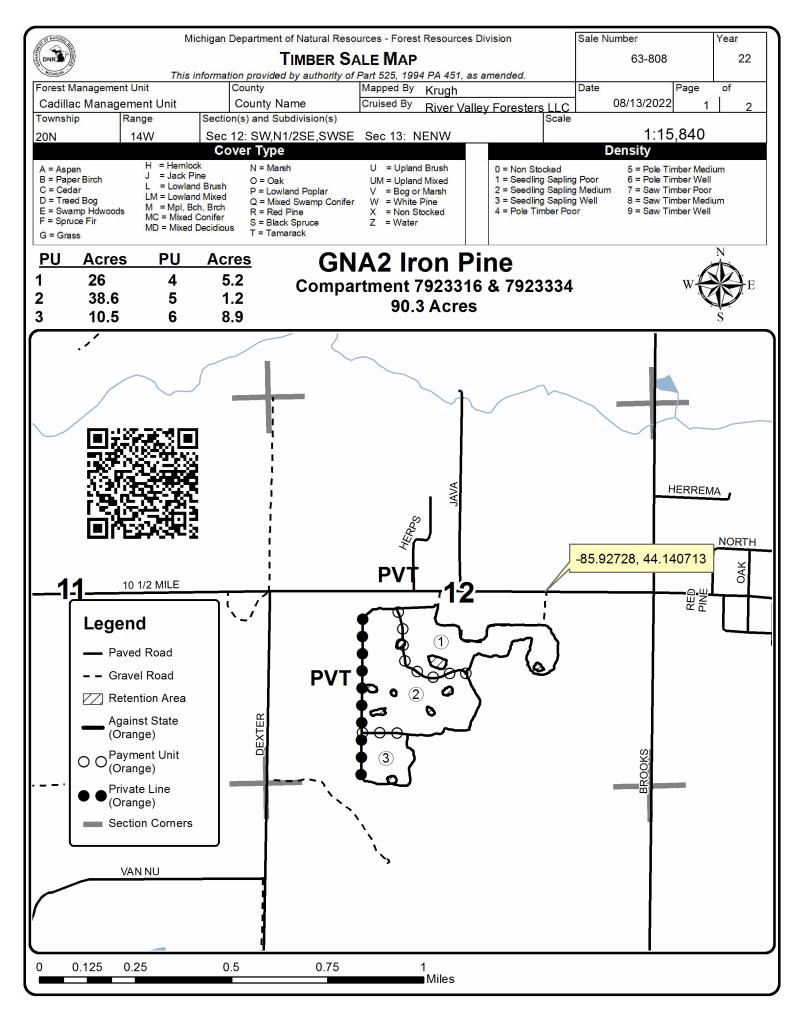
If Included Timber is destroyed or damaged by an unexpected event that changes the nature of Included Timber, such as wind, flood, insects, disease, or similar cause, the Purchaser shall bear the timber value loss resulting from such destruction or damage.

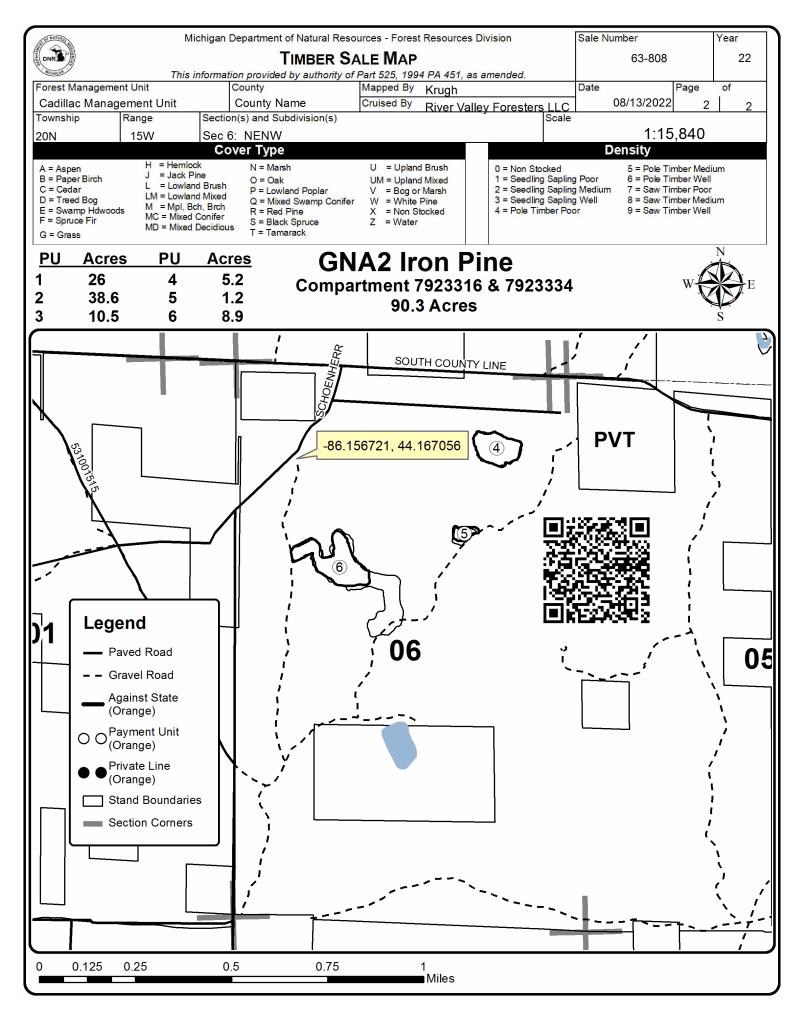
Deterioration or loss of timber value due to delay or interruption under 7.3.4 - GNA, contract suspension and modification, shall be borne by the party holding title. In this event, Included Timber to which USDA Forest Service holds title, Purchaser of the State GNA contract will not be obligated to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

7.10 - Certified Timber

7.10.1 - Non-certified timber (2/16)

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





TIMBER SALE INFORMATION

<u>GNA2 Oak Road Take 2 (63-809-22)</u> T12N, R12W, SEC. 25; T12N, R12W, SEC. 36. Newaygo County (Advertised Price \$50,769.85)

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

Access may be through private or other public land.

A timber sale contract for this mixed, 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	<u>ESTIMATE</u>	ED UNITS*	<u>ADV</u>	ERTISED PRICE
Sawtimber				
Red Pine	284.0	MBF	\$	85.00 / MBF
White Pine	25.4	MBF	\$	59.00 / MBF
Pulpwood				
BI/R/Hybrid Oak	36	Cords	\$	23.65 / Cord
Red Pine	643	Cords	\$	37.45 / Cord
White Pine	14	Cords	\$	14.25 / Cord

* The total volume is statistically estimated within plus (+) or minus (-) 32.09 percent. There are an estimated 1,445 cords on this timber sale, plus or minus 464 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 \$5,077.00 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

IT NUMBER	PERCENT OF TOTAL SALE
01	27.6%
02	17.9%
03	54.2%
04	0.3%

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.

VOLUME		VOLUME		STATISTICAL RANGE IN CORDS	
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM	
114,146	1,445	32.09%	981	1,909	

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.

	VOL	UME		RANGE I	N CORDS
VDU	TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
4	64,712	819	23.46%	627	1,011
7	30,058	380	63.52%	139	622
87	144	2	204.84%	2	6
97	19,232	243	90.76%	22	464
TOTAL:	114,146	1,445		786	2,103

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
4	43.0	3	43.0
7	32.0	1	31.8
		4	0.2
87	50.0	1	0.2
		4	49.8
97	3.3	2	3.3
TOTAL:	128.3		128.3

DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Red Pine	Sawtimber	52.6	MBF	32.0	\$14,020.75
	Red Pine	Pulpwood	255	Cords		
2	Red Pine	Sawtimber	13.3	MBF	3.3	\$9,069.90
	Red Pine	Pulpwood	212	Cords		
3	Red Pine	Sawtimber	217.8	MBF	43.0	\$27,503.90
	White Pine		25.4	MBF		
	Bl/R/Hybrid Oak	Pulpwood	36	Cords		
	Red Pine		172	Cords		
	White Pine		14	Cords		
4	Red Pine	Sawtimber	0.3	MBF	50.0	\$175.30
	Red Pine	Pulpwood	4	Cords		
		TOTAL:	309.4	MBF		
		TOTAL:	693	Cords		

Sale Specific Conditions & Requirements

Sale Name: GNA2 Oak Road Take 2

Sale Number: 63-809-22 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. Exterior sale boundary lines against federal are marked with orange paint. Interior Payment Unit boundaries are marked with orange paint. Retention patches are marked with orange paint; no harvesting activities may occur within these areas. 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, cut all red pine live and snag trees that are two (2) inches or more at DBH. Special protection trees identified in accordance with condition 3.4.2, within clearcutting unit boundaries, are not Included Timber and are to be protected.

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

Within Payment Unit(s) 4, trees will be designated for cutting when approving skid trails. This Payment Unit will be scaled.

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

Within Payment Unit(s) 3, cut all trees that are two (2) inches or more at DBH except trees marked with orange paint above and below stump height. Special protection trees identified in accordance with condition 3.4.2, within clearcutting unit boundaries, are not Included Timber and are to be protected.

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

Within Payment Unit(s) 2, all red pine trees which meet minimum piece specifications in 2.2 Utilization, within designated plantation rows are designated for cutting. Designated plantation rows are every third row. Begin with the third row in from the outside of the plantation, then continue every third row. Because of the variability of row direction, it shall be the responsibility of the producer to maintain the third row sequence.

2.2 - Utilization

2.2.2 - Chipping required (2/18)

Payment Unit 3 must be chip harvested to facilitate future silvicultural activities. The requirement to retain approximately 1/6 to 1/3 of tree tops and limbs less than four inches in diameter does not apply (G. C. & R. 2.2). This is because KBB habitat.

2.2.4 - Skidding length (2/14)

Tree length skidding is required within Payment Unit 3, unless approved by the Unit Manager or his/her representative.

2.2.11 - Chipping restriction (9/14)

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

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

3.2 - Scaled Sales

3.2.1 - Scale location (2/04)

Forest products will be placed for measurement at location determined by the sale administrator for Payment Unit 4.

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (7/14)

Payment Unit(s) 1-3 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

3.4.2 - Special Protection Trees (4/14)

The Purchaser shall not cut live or dead special protection trees within cutting units or clearings. Special protection trees are marked with orange paint or designated species, size, etc. If the Purchaser's operations have cut or damaged special protection trees through carelessness, the Purchaser shall pay twice the bid price as fixed, agreed and liquidated damages for each special protection tree cut or damaged. Such payment does not constitute ownership of the undesignated timber.

4 - Transportation

4.1 - Construction

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4.1.12 - No new roads (1/12)
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No new roads will be permitted in any Payment Unit. All operations are limited to existing roads. Skid trails only will be allowed.

4.2 - Maintenance

4.2.4 - Grading (10/16)

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

4.2.5 - Two wheel drive condition (2/04)

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

4.4 - Access

4.4.5 - Federal property access (3/11)Permission for access across federal land has been obtained by the DNR.

5 - Operations

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.2 - Slash Removal

5.2.1.2.6 - Slash removal, general (7/05) All slash must be removed from Payment Unit 3.

5.2.1.8 - Slash height (12/08) No slash may exceed 24 inches in height.

5.2.2 - Hazard Trees/Snags

5.2.2.1 - Den trees (10/16)Obvious hollow and/or den trees shall be protected and left standing unless they are a safety hazard.

5.2.3 - Operating Restrictions

5.2.3.1 - Operating restrictions (9/11)

Within Payment Unit(s) 1-4, unless changed by written agreement, cutting, skidding, and hauling are limited to the period of 09/01 to 04/30. This restriction is KBB habitat.

5.2.3.3 - Bark slippage restriction (3/09)

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

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

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

5.2.3.14 - heterobasidion root disease (HRD) (3/21)

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

5.2.31 - Landing locations (9/13)

Recommended landing areas are marked on the timber sale map with the letter "L".

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.

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 county roads adjacent to sale area prior to beginning operations. The road must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

7 - Other Conditions

SKIP

7.1.1 - GNA, title (7/16)

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

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

7.3 - Contract Modifications

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

(a) The Unit Manager may, by written order, delay or interrupt authorized operations under this contract or, notwithstanding

Condition & Requirement 7.3, modify this contract, in whole or in part:

(i) To prevent environmental degradation or resource damage, including, but not limited to, harm to habitat, plants, animals, cultural resources, or cave resources;

(ii) To ensure consistency with land and resource management plans or other documents prepared pursuant to the National Environmental Policy Act of 1969, 42 USC 4321-4347;

(iii) To conduct environmental analysis, including, but not limited to, engaging in consultation pursuant to the Endangered Species Act of 1973, 16 USC 1531, et seq.; or

(iv) Upon agreement of the Forest Service, due to administrative appeal or litigation, regardless of whether the Unit Manager's order is required by a court order or this contract is named in such a proceeding.

(b) In the event of an order delaying or interrupting Purchaser's Operations under this Condition & Requirement, Purchaser's remedy shall be:

(i) a no cost contract extension,

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

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

(c) Remedies awarded to the Purchaser shall not be duplicative, and the Unit Manager shall have the right to structure remedies provided herein to avoid duplicative compensation.

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

7.5 - Loss

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

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

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

7.10 - Certified Timber

7.10.1 - Non-certified timber (2/16)

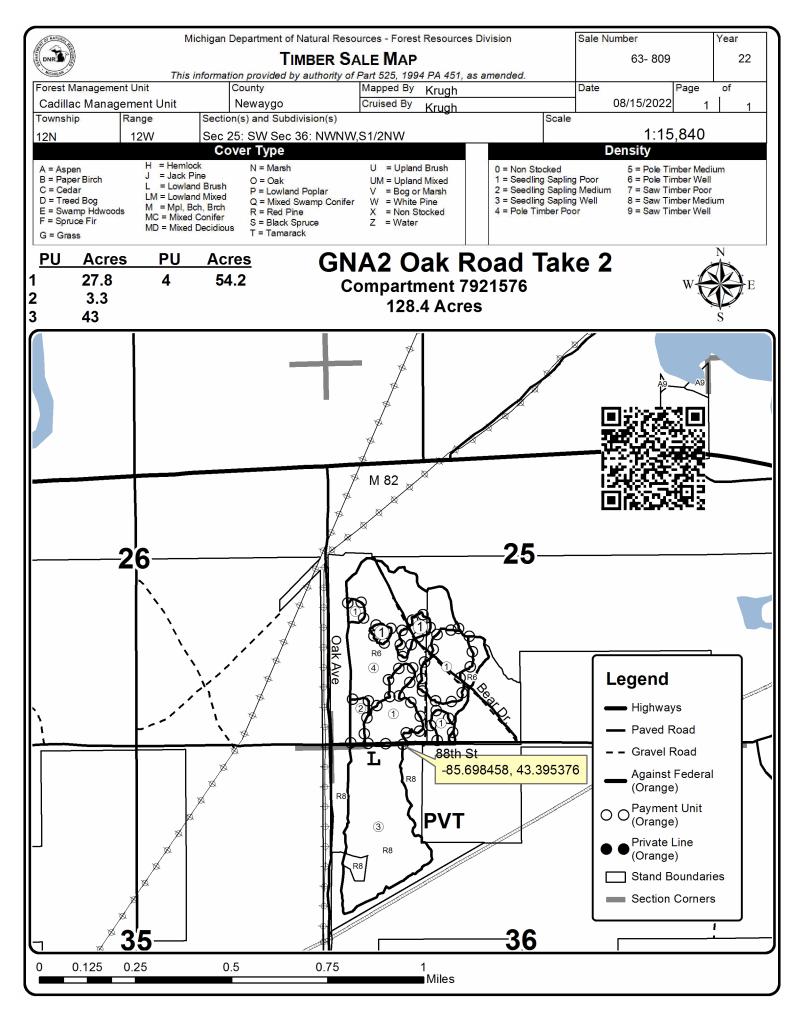
The area encompassed by this timber sale is not certified to the standards of the Forest Stewardship Council (FSC) or the Sustainable Forestry Initiative (SFI). Forest products from this sale may not be delivered to the mill as "FSC and / or SFI certified". The lands within this sale belong to the National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

99 - Unique

SKIP

99.1 - Unique Sale Condition (5/19)

All activities shall stay within sale area. If any parking, hauling, skidding, ect. happens outside the sale area it must first be approved by the sale administrator. In addition KBB habitat will not be infringed.



BID FORM

GNA2 Woods Trail Mix (63-802-22)

T17N, R15W, SEC. 17; T17N, R15W, SEC. 20; T17N, R15W, SEC. 21; Mason

In response to the notice of sale to be held 3:00 p.m. (local time) on September 28, 2022, 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
BI/R/Hybrid Oak	239.9	MBF	\$	57.00/MBF	\$
Mixed Aspen	946.0	MBF	\$	82.00/MBF	\$
Red Maple	416.6	MBF	\$	67.00/MBF	\$
Red Oak	1,083.5	MBF	\$	160.00/MBF	\$
Red Pine	74.0	MBF	\$	85.00/MBF	\$
White Oak	378.3	MBF	\$	64.00/MBF	\$
Pulpwood					
Mixed Aspen	3,413	Cords	\$	20.45/Cord	\$
Mixed Hardwood	2,153	Cords	\$	15.75/Cord	\$
Mixed Oak	1,314	Cords	\$	23.65/Cord	\$
Red Pine	255	Cords	\$	37.45/Cord	\$

*The volumes are statistically estimated within plus (+) or minus (-) 9.51 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 SECU	JRITY NUMBER:	[_]
Company or individual bidding:			
Company representative's name:			
Address:			_
City:	State:	Zip:	_

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

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

Phone number :_____ Email (optional):_____

TOF NATURAL ARESOUR	Michigan Department of Natura Forest Resources Divis			FOR DEPARTMENT USE ONLY Sale Number (XX – XXX – XX – XX)
auto - Michigan - 50	TIMBER SAL	E	ľ	
	VERIFICATION OF WORKER	R'S DISABILITY		Forest Management Unit:
	COMPENSATION ACT C			orest Management Onit.
	As required by Act 317, P.A. 1969 (Worke	-		
VEDIEIC	Part 5 of Act 451 of 1994, as	amended.		
sale	contract.		-	act award and prior to the issuance of the timber
	Idition, if boxes 2B or 2C are checke ity-one (21) days of the contract awar			Certificate of Insurance must be submitted within timber sale contract.
All Ir	nformation must be typed or printed e	except for written sig	gnatures.	
Please (Check Appropriate Categories:			
-	pusiness is organized as (you must	check <u>one</u> of the b	oxes below):	
	Sole Proprietorship (individual)			
	Partnership			
C. L	Corporation			
2. You	must check one of the boxes below	r:		
A. 🗆	I certify my business is a sole proprieto Worker's Compensation Laws.	orship and it has no e	mployees but t	he sole proprietor. I am not subject to the
	Exclusion (BWC-337, Rev. 5/96). I will questions or a copy of the BWC-337, J	I provide a copy of the please call the Worke	e Notice of Exc er's Compensat	ation Act through the use of an approved Notice of clusion within 21 days of the contract award. (For ion Bureau at 517-322-1195). n original Certificate of Insurance within twenty-
				of both full-time and part-time employees, other I must enter "0").
	Full-time Err	iployees		Part-time Employees
Name of Bu	usiness		Federal ID (or) S	ocial Security No.
Address			Telephone	
			()	
City		State	ZIP	
in factors	certify that the above information is a affecting my coverage during any o			y the Michigan DNR of any changes that occur ns.
2.9/14/0				
Title			Date	

BID FORM

Date:

GNA2 Prairie Pine (63-807-22)

T12N, R12W, SEC. 1; T13N, R11W, SEC. 30; Newaygo COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on September 28, 2022, 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
Northern Pin Oak	44.4	MBF	\$	57.00/MBF	\$
Red Pine	234.2	MBF	\$	85.00/MBF	\$
White Pine	42.3	MBF	\$	59.00/MBF	\$
Pulpwood					
Black Cherry	12	Cords	\$	15.75/Cord	\$
Jack Pine	66	Cords	\$	10.25/Cord	\$
Northern Pin Oak	110	Cords	\$	23.65/Cord	\$
Red Pine	1,873	Cords	\$	37.45/Cord	\$
White Pine	15	Cords	\$	14.25/Cord	\$

*The volumes are statistically estimated within plus (+) or minus (-) 18.50 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 SECU	IRITY NUMBER:	·
Company or individual bidding:			-
Company representative's name:			-
Address:			_
City:	State:	Zip:	_

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

Individual or company representative's signature:

Phone number :_____ Email (optional):_____

TOF NATURAL BED	Michigan Department of Natur Forest Resources Div			FOR DEPARTMENT USE ONLY Sale Number (XX – XXX – XX – XX)
adu Michigan - 57	TIMBER SAL	.E		
	VERIFICATION OF WORKE	R'S DISABII IT	Y	Forest Management Unit:
	COMPENSATION ACT C			Forest Management Onit.
		-	- d	
VEDIEL	As required by Act 317, P.A. 1969 (Work Part 5 of Act 451 of 1994, as	amended.		
	CATION OF WORKER'S DISABILIT			
sale	e contract.		-	tract award and prior to the issuance of the timber
	Iddition, if boxes 2B or 2C are check nty-one (21) days of the contract awa			Certificate of Insurance must be submitted within e timber sale contract.
• All	Information must be typed or printed	except for written	signatures.	
Please	Check Appropriate Categories:			
-	business is organized as (you must	check <u>one</u> of the	boxes below):	:
	Sole Proprietorship (individual)			
	Partnership			
C. [Corporation			
2. You	u must check <u>one</u> of the boxes below	v:		
A. [I certify my business is a sole propriet Worker's Compensation Laws.	orship and it has no	employees but	the sole proprietor. I am not subject to the
	Exclusion (BWC-337, Rev. 5/96). I w questions or a copy of the BWC-337,	ill provide a copy of please call the Wor	the Notice of Ex ker's Compensa	sation Act through the use of an approved Notice of xclusion within 21 days of the contract award. (For ation Bureau at 517-322-1195). an original Certificate of Insurance within twenty-
	one (21) days of the contract award.			
	ou have checked item 2(A) or 2(B), n yourself, including family members			of both full-time and part-time employees, other ou must enter "0").
	Full-time Er	nnlovees		Part-time Employees
		npioyees		
Name of E	Business		Federal ID (or)	Social Security No.
Address			Telephone	
Otto		Otata		
City		State	ZIP	
	certify that the above information is s affecting my coverage during any o			tify the Michigan DNR of any changes that occur ions.
Signati	ure of Owner or Authorized Representative			
Title			Da	te

BID FORM

GNA2 Iron Pine (63-808-22)

T20N, R14W, SEC. 12; T20N, R14W, SEC. 13; T20N, R15W, SEC. 6; Lake

In response to the notice of sale to be held 3:00 p.m. (local time) on September 28, 2022, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES Sawtimber	ESTIMATED	ESTIMATED VOLUME*		VERTISED PRICE	BID PRICE/UNIT
BI/R/Hybrid Oak	2.7	MBF	\$	57.00/MBF	\$
Northern Pin Oak	39.2	MBF	\$	57.00/MBF	\$
White Oak	13.2	MBF	\$	64.00/MBF	\$
Pulpwood					
Mixed Oak	688	Cords	\$	23.65/Cord	\$
Red Pine	403	Cords	\$	37.45/Cord	\$

*The volumes are statistically estimated within plus (+) or minus (-) 11.61 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 or company representative's signature:

Phone number :_____ Email (optional):_____

Date:____

AND PRESSOUR	Michigan Department of Natura Forest Resources Divis			FOR DEPARTMENT USE ONLY Sale Number (XX – XXX – XX – XX)			
and Michigan . 50	TIMBER SAL	E					
	VERIFICATION OF WORKER	R'S DISABILITY	e	Forest Management Unit:			
	COMPENSATION ACT C						
	As required by Act 317, P.A. 1969 (Worke	-	~				
VEDIEIC	Part 5 of Act 451 of 1994, as	amended.					
sale	 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 In	formation must be typed or printed e	except for written s	ignatures.				
Please C	Check Appropriate Categories:						
-	usiness is organized as (you must	check <u>one</u> of the t	ooxes below):				
	Sole Proprietorship (individual)						
	Partnership						
C. 🗋	Corporation						
2. You	must check one of the boxes below	/:					
A. 🗆	I certify my business is a sole proprieto Worker's Compensation Laws.	orship and it has no	employees but t	he sole proprietor. I am not subject to the			
	 B. I certify my business has satisfied its o bligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195). C. 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. 						
	Full-time Em	nployees		Part-time Employees			
Name of Bu	Isiness		Federal ID (or) S	Social Security No.			
Address			Telephone				
			()				
City		State	ZIP				
I hereby certify that the above information is true and correct. I agree to notify the Michigan DNR of any changes that occur in factors affecting my coverage during any of my present and future operations.							
Title	Title Date						

BID FORM

GNA2 Oak Road Take 2 (63-809-22)

T12N, R12W, SEC. 25; T12N, R12W, SEC. 36; Newaygo COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on September 28, 2022, 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.

ESTIMATED	VOLUME*	<u>AD\</u>	/ERTISED PRICE	BID PRICE/UNIT
204.0	MDE	¢		¢
204.0	IVIDE	Φ	03.00/MBF	φ
25.4	MBF	\$	59.00/MBF	\$
36	Cords	\$	23.65/Cord	\$
643	Cords	\$	37.45/Cord	\$
14	Cords	\$	14.25/Cord	\$
	284.0 25.4 36 643	25.4 MBF 36 Cords 643 Cords	284.0 MBF \$ 25.4 MBF \$ 36 Cords \$ 643 Cords \$	284.0 MBF \$ 85.00/MBF 25.4 MBF \$ 59.00/MBF 36 Cords \$ 23.65/Cord 643 Cords \$ 37.45/Cord

*The volumes are statistically estimated within plus (+) or minus (-) 32.09 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 or company representative's signature:

Phone number :_____ Email (optional):_____

Date:

AND PROPARTY AND	Michigan Department of Natura Forest Resources Divis			FOR DEPARTMENT USE ONLY Sale Number (XX – XXX – XX – XX)			
and Michigan . 50	TIMBER SAL	E					
	VERIFICATION OF WORKER	R'S DISABILITY	e	Forest Management Unit:			
	COMPENSATION ACT C						
	As required by Act 317, P.A. 1969 (Worke	-	~				
VEDIEIC	Part 5 of Act 451 of 1994, as	amended.					
sale	 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 In	formation must be typed or printed e	except for written s	ignatures.				
Please C	Check Appropriate Categories:						
-	usiness is organized as (you must	check <u>one</u> of the t	ooxes below):				
	Sole Proprietorship (individual)						
	Partnership						
C. 🗋	Corporation						
2. You	must check one of the boxes below	/:					
A. 🗆	I certify my business is a sole proprieto Worker's Compensation Laws.	orship and it has no	employees but t	he sole proprietor. I am not subject to the			
	 B. I certify my business has satisfied its o bligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195). C. 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. 						
	Full-time Em	nployees		Part-time Employees			
Name of Bu	Isiness		Federal ID (or) S	Social Security No.			
Address			Telephone				
			()				
City		State	ZIP				
I hereby certify that the above information is true and correct. I agree to notify the Michigan DNR of any changes that occur in factors affecting my coverage during any of my present and future operations.							
Title	Title Date						