

# DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN <u>TIMBER SALE PROSPECTUS #7116</u>

# <u>SCHEDULED SALE DATE AND TIME:</u> 9:00 a.m. (local time) on September 19, 2022. <u>LOCATION:</u> GRAYLING MGMT UNIT, 1955 HARTWICK PINES ROAD, GRAYLING, MI 49738.

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

<u>GNA2 McMasters RP</u> (72-805-22) / T26N, R01E, SEC. 18, SENW,SWNE,NESW,NWSE. T26N, R01E, SEC. 19, W1/2NW. T26N, R01E, SEC. 7 , SESW,SWSE. T26N, R01W, SEC. 11, SW,SESE. T26N, R01W, SEC. 12, SW. T26N, R01W, SEC. 13, SWSW. T26N, R01W, SEC. 14, NW,NE,NWSW,S1/2SW,E1/2SE. T26N, R01W, SEC. 23, N1/2NW,N1/2NE,SENE. T26N, R01W, SEC. 24, NW,NE,NWSW,E1/2SE. Crawford County, Advertised Price \$264,746.00, 546.3 Acres, Red Pine, Jack Pine.

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

HRD restrictions apply to all Payment Units except Payment Units 14 and 17. All units are subject to oak wilt timing restrictions. Recreation trails within the vicinity of the sale. This is a Good Neighbor Authority (GNA) timber sale on National Forest land. This timber sale is being advertised by the Michigan DNR for the US Forest Service. The contract will be awarded and administered by the Michigan DNR. Note the additional Sale Specific Conditions and Requirements containing the acronym 'GNA'. All Payment Units were marked and cruised through a timber marking contract, Upper Michigan Land Management and Wildlife Services Inc. - Timber sale follows USFS paint color scheme. - Shortwood operation required in cut tree marked thinning units.

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 Deckerville KW</u> (72-806-22) / T25N, R03E, SEC. 15, SWSW. T25N, R03E, SEC. 16, SW,SE. T25N, R03E, SEC. 17, E1/2SE. T25N, R03E, SEC. 21, N1/2NW,N1/2NE,SENE. T25N, R03E, SEC. 22, NW,NE,E1/2SW,N1/2SE,SWSE. Oscoda County, Advertised Price \$91,771.60, 534.3 Acres, Jack Pine, Hardwood.

SALE NOTE: This is a Good Neighbor Authority (GNA) timber sale on National Forest Land. This timber sale was set-up and is being advertised by the Michigan DNR for the US Forest Service. The contract will be awarded and administered by the Michigan DNR. Note the additional Sale Specific Conditions and Requirements containing the acronym 'GNA'. This timber sale follows USFS paint color scheme. The roads within and surrounding the sale area are dual claimed roads. County Road restrictions must be observed on these roads.

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 Au Sable KW North</u> (72-807-22) / T24N, R06E, SEC. 10, NW,NE,N1/2SE,SESE. T24N, R06E, SEC. 11, W1/2SW. T24N, R06E, SEC. 3 , SWNE,SW,NWSE,S1/2SE. T24N, R06E, SEC. 4 , SESE. T24N, R06E, SEC. 9 , NENE. losco County, Advertised Price \$532,489.55, 439.8 Acres, Red Pine, Hardwood.

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

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 contain the acronym 'GNA'. This sale was prepared through a timber marking contract. It has been marked and cruised by Northeast Michigan Forestry, LLC. The timber sale follows USFS paint scheme. Oak Wilt Restrictions present for all Payment Units. Wet, soft soils present along the boundary of Payment Units 1 and 2. Timber or composite mats may be needed to reinforce areas.

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.

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

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

Bids must be received by the Unit Manager, GRAYLING OFFICE, 1955 HARTWICK PINES ROAD, GRAYLING, MI 49738, no later than 9:00 a.m. (local time) on September 19, 2022. For further information concerning this sale, contact Thomas Barnes at 989-348-6371 extension 7440.

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

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

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

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

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

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

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

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

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

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

# 6. Award of Contract (1/11)

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

# 7. Down Payment (1/11)

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

# 8. Performance Security (1/11)

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

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

# 9. Timber Sale Contract (7/18)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DAN EICHINGER Director

# TIMBER SALE INFORMATION

#### GNA2 McMasters RP (72-805-22)

T26N, R01E, SEC. 18; T26N, R01E, SEC. 19; T26N, R01E, SEC. 7; T26N, R01W, SEC. 11; T26N, R01W, SEC. 12; T26N, R01W, SEC. 13; T26N, R01W, SEC. 14; T26N, R01W, SEC. 23; T26N, R01W, SEC. 24.

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

HRD restrictions apply to all Payment Units except Payment Units 14 and 17. All units are subject to oak wilt timing restrictions. Recreation trails within the vicinity of the sale. This is a Good Neighbor Authority (GNA) timber sale on National Forest land. This timber sale is being advertised by the Michigan DNR for the US Forest Service. The contract will be awarded and administered by the Michigan DNR. Note the additional Sale Specific Conditions and Requirements containing the acronym 'GNA'. All Payment Units were marked and cruised through a timber marking contract, Upper Michigan Land Management and Wildlife Services Inc. - Timber sale follows USFS paint color scheme. - Shortwood operation required in cut tree marked thinning units.

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 PRIC	
Sawtimber				
BI/R/Hybrid Oak	67.0	MBF	\$	105.00 / MBF
Mixed Aspen	291.2	MBF	\$	52.00 / MBF
Red Pine	425.2	MBF	\$	90.00 / MBF
White Pine	10.2	MBF	\$	61.00 / MBF
Pulpwood				
Balsam Fir	26	Cords	\$	9.55 / Cord
Jack Pine	1,824	Cords	\$	15.70 / Cord
Mixed Aspen	808	Cords	\$	26.80 / Cord
Mixed Hardwood	300	Cords	\$	23.55 / Cord
Mixed Oak	301	Cords	\$	22.50 / Cord
Mixed Spruce	62	Cords	\$	13.85 / Cord
Red Pine	4,128	Cords	\$	32.20 / Cord
White Pine	274	Cords	\$	20.15 / Cord

\* The total volume is statistically estimated within plus (+) or minus (-) 8.59 percent. There are an estimated 9,659 cords on this timber sale, plus or minus 831 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 \$13,237.00 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

JNIT NUMBER	PERCENT OF TOTAL SALE VAI
01	3.7%
02	6.3%
03	0.5%
04	2.0%
05	7.5%
06	5.4%
07	5.5%
08	4.9%
09	5.6%
10	4.6%
11	6.1%
12	7.3%
13	9.7%
14	5.1%
15	3.1%
16	1.2%
17	4.6%
18	3.3%
19	3.9%
20	5.6%
21	4.1%

4. If no cutting takes place, the 10% down payment will not be refunded.

5. Operations on the contract issued will terminate on 09/19/2027.

#### 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
763,087	9,659	8.59%	8,829	10,490

#### **VDU VOLUMES**

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

	VOLUME			RANGE II	N CORDS
VDU	TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
1	69,223	876	19.73%	703	1,049
4	19,749	250	73.62%	66	434
8	48,578	615	28.35%	441	789
10	9,746	123	98.16%	2	244
11	36,992	468	35.61%	302	635
12	64,547	817	18.80%	663	971
13	12,477	158	42.59%	91	225
15	31,632	400	29.47%	282	518
18	27,025	342	28.21%	246	439
19	38,778	491	32.66%	331	651
20	41,872	530	33.65%	352	708
23	46,279	586	44.74%	324	848
29	39,421	499	15.49%	422	576
31	51,359	650	29.97%	455	845
36	4,723	60	57.37%	25	94
38	19,328	245	86.83%	32	457
45	30,828	390	38.63%	239	541
94	4,708	60	103.49%	2	121
708	11,563	146	0.00%	146	146
901	62,816	795	25.28%	594	996
908	21,186	268	53.38%	125	411
911	40,868	517	32.37%	350	685
936	29,390	372	65.96%	127	617
TOTAL:	763,087	9,659		6,316	13,003

### 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	88.7	1	1.5
		2	87.2
4	4.6	1	4.6
8	15.9	5	15.9
10	7.7	16	7.7
11	37.8	6	37.8
12	57.8	9	57.8
13	8.6	8	8.6
15	18.9	8	18.9
18	17.7	21	17.7
19	25.5	11	25.5
20	24.5	14	24.5
23	16.7	12	16.7
29	42.1	20	42.1
31	26.5	7	26.5
36	4.5	1	4.5
38	10.3	15	10.3
45	23.1	10	23.1
94	3.6	3	3.6
708	1.5	4	1.5
901	48.3	13	48.3
908	12.7	18	12.7
911	37.1	17	37.1
936	12.2	19	12.2
TOTAL:	546.3		546.3

		IN DI PAIMENT O				
PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	BI/R/Hybrid Oak	Sawtimber	1.3	MBF	10.6	\$9,802.95
	BI/R/Hybrid Oak		1.3	MBF		
	Red Pine		19.1	MBF		
	Jack Pine	Pulpwood	40	Cords		
	Jack Pine	Sawtimber	1.7	MBF		
	Jack Pine	Pulpwood	37	Cords		
	Mixed Oak	, apricea	11	Cords		
	BI/R/Hybrid Oak		9	Cords		
	White Oak		2	Cords		
	Red Pine		219	Cords		
	White Pine		1	Cords		
2	Bl/R/Hybrid Oak	Sawtimber	27.1	MBF	87.2	\$16,774.20
2	-	Sawtimber	27.1	MBF	07.2	φ10,774.20
	<i>Bl/R/Hybrid Oak</i> Red Pine		6.4	MBF		
	White Pine		1.7	MBF		
	Balsam Fir	Pulpwood	20	Cords		
	Balsam Fir		0.7	MBF		
	Balsam Fir	Pulpwood	19	Cords		
	Jack Pine		543	Cords		
	Jack Pine	Sawtimber	36.3	MBF		
	Jack Pine	Pulpwood	470	Cords		
	Mixed Hardwood		4	Cords		
	Black Cherry		4	Cords		
	Mixed Oak		88	Cords		
	White Oak	Sawtimber	0.7	MBF		
	Bl/R/Hybrid Oak	Pulpwood	85	Cords		
	White Oak		2	Cords		
	Mixed Spruce		10	Cords		
	White Spruce	Sawtimber	1.9	MBF		
	Black Spruce	Pulpwood	4	Cords		
	White Spruce		2	Cords		
	Red Pine		27	Cords		
	White Pine		72	Cords		
3	Bl/R/Hybrid Oak	Sawtimber	1.9	MBF	3.6	\$1,219.55
	Bl/R/Hybrid Oak		1.9	MBF		
	Jack Pine	Pulpwood	36	Cords		
	Jack Pine	Sawtimber	5.6	MBF		
	Jack Pine	Pulpwood	25	Cords		
	Mixed Oak		5	Cords		
	BI/R/Hybrid Oak		5	Cords		
	Red Pine		5	Cords		
	White Pine		9	Cords		
4	BI/R/Hybrid Oak	Sawtimber	0.9	MBF	1.5	\$5,195.75
	BI/R/Hybrid Oak		0.9	MBF		
	Red Pine		11.0	MBF		
	Mixed Hardwood	Pulpwood	9	Cords		
	Red Maple		9	Cords		
	Mixed Oak		3	Cords		
	BI/R/Hybrid Oak		3	Cords		
	Red Pine		119	Cords		
5	Red Pine	Sawtimber	42.1	MBF	15.9	\$19,845.80
5		Pulpwood			15.9	φ19,040.80
	Mixed Aspen	r uipwood	8	Cords <i>Cords</i>		
	B. T. Aspen		-			
	Red Pine		492	Cords		<b></b>
6	Red Pine	Sawtimber	15.7	MBF	37.8	\$14,210.30
0	Jack Pine	Pulpwood	47	Cords		

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
6 con't	Jack Pine	Sawtimber	8.9	MBF		
	Jack Pine	Pulpwood	29	Cords		
	Red Pine		362	Cords		
	White Pine		20	Cords		
7	BI/R/Hybrid Oak	Sawtimber	22.5	MBF	26.5	\$14,437.35
	Bl/R/Hybrid Oak		22.5	MBF		
	Mixed Aspen		10.6	MBF		
	B. T. Aspen		3.6	MBF		
	Quaking Aspen		7.0	MBF		
	Red Pine		7.6	MBF		
	White Pine		5.9	MBF		
	Balsam Fir	Pulpwood	6	Cords		
	Balsam Fir	Sawtimber	1.2	MBF		
	Balsam Fir	Pulpwood	4	Cords		
	Jack Pine Jack Pine	Sawtimber	75 15.3	Cords <i>MBF</i>		
	Jack Pine Jack Pine	Pulpwood	15.3 44	Cords		
	Mixed Aspen	1 010000	29	Cords		
	B. T. Aspen		25 14	Cords		
	Quaking Aspen		15	Cords		
	Mixed Hardwood		95	Cords		
	Red Maple	Sawtimber	8.4	MBF		
	Black Cherry	Pulpwood	12	Cords		
	Red Maple	,	66	Cords		
	Mixed Oak		73	Cords		
	White Oak	Sawtimber	3.0	MBF		
	Bl/R/Hybrid Oak	Pulpwood	62	Cords		
	White Oak		5	Cords		
	Mixed Spruce		52	Cords		
	Black Spruce		52	Cords		
	Red Pine		25	Cords		
	White Pine		152	Cords		
8	BI/R/Hybrid Oak	Sawtimber	4.7	MBF	27.5	\$13,054.05
	BI/R/Hybrid Oak		4.7	MBF		
	Red Pine		14.4	MBF		
	White Pine	Dulaura d	2.6	MBF		
	Jack Pine	Pulpwood	221	Cords		
	Jack Pine Jack Pine	Sawtimber Pulpwood	20.9 179	MBF Cords		
	Mixed Oak	Fulpwood	24	Cords		
	BI/R/Hybrid Oak		13	Cords		
	Red Oak		13	Cords		
	Red Pine		216	Cords		
	White Pine		7	Cords		
9	Mixed Aspen	Sawtimber	1.1	MBF	57.8	\$14,933.40
Ū	Quaking Aspen		1.1	MBF	0.10	<b> </b>
	Red Pine		8.3	MBF		
	Jack Pine	Pulpwood	620	Cords		
	Jack Pine	Sawtimber	34.4	MBF		
	Jack Pine	Pulpwood	551	Cords		
	Mixed Aspen		3	Cords		
	Quaking Aspen		3	Cords		
	Red Pine		134	Cords		
10	BI/R/Hybrid Oak	Sawtimber	1.2	MBF	23.1	\$12,164.30
	Red Oak		1.2	MBF		
	Red Pine	1	20.6	MBF		

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
10 con't	Jack Pine	Pulpwood	65	Cords		
	Jack Pine	Sawtimber	1.3	MBF		
	Jack Pine	Pulpwood	62	Cords		
	Mixed Oak		8	Cords		
	Red Oak		8	Cords		
	Red Pine		279	Cords		
11	Red Pine	Sawtimber	27.5	MBF	25.5	\$16,111.5
	Mixed Oak	Pulpwood	5	Cords		
	BI/R/Hybrid Oak		5	Cords		
	Red Pine		420	Cords		
12	Mixed Aspen	Sawtimber	17.8	MBF	16.7	\$19,352.6
	Quaking Aspen		17.8	MBF		
	Red Pine		48.1	MBF		
	Mixed Aspen	Pulpwood	7	Cords		
	Quaking Aspen		7	Cords		
	Red Pine		432	Cords		
13	Mixed Aspen	Sawtimber	22.8	MBF	48.3	\$25,737.8
	B. T. Aspen		19.3	MBF		
	Quaking Aspen		3.5	MBF		
	Red Pine		76.2	MBF		
	Mixed Aspen	Pulpwood	53	Cords		
	B. T. Aspen		11	Cords		
	Quaking Aspen		42	Cords		
	Mixed Hardwood		13	Cords		
	Red Maple		13	Cords		
	Mixed Oak		7	Cords		
	Red Oak		7	Cords		
	Red Pine		491	Cords		
14	Bl/R/Hybrid Oak	Sawtimber	2.5	MBF	24.5	\$13,440.0
	Bl/R/Hybrid Oak		2.5	MBF		
	Mixed Aspen		66.1	MBF		
	B. T. Aspen		14.1	MBF		
	Quaking Aspen		52.0	MBF		
	Mixed Aspen	Pulpwood	329	Cords		
	B. T. Aspen		18	Cords		
	Quaking Aspen		311	Cords		
	Mixed Hardwood		22	Cords		
	Red Maple		22	Cords		
	Mixed Oak		18 <i>18</i>	Cords		
15	BI/R/Hybrid Oak	Sourtimbor		Cords	10.3	¢0.000.0
15	BI/R/Hybrid Oak	Sawtimber	2.7	MBF	10.3	\$8,282.3
	<i>BI/R/Hybrid Oak</i> Red Pine		2.7 29.7	<i>MBF</i> MBF		
	Mixed Oak	Dulpwood	29.7	Cords		
	BI/R/Hybrid Oak	Pulpwood	2	Cords		
	Red Pine		2 164	Cords		
16		Sourtimbor			77	¢2 105 0
16	BI/R/Hybrid Oak	Sawtimber	1.1 <i>1.1</i>	MBF	7.7	\$3,105.0
	BI/R/Hybrid Oak		1.1 10.6	<i>MBF</i> MBF		
	Mixed Aspen		10.6 10.6	MBF MBF		
	<i>Quaking Aspen</i> Red Pine			MBF		
		Pulpwood	4.3 17			
	Jack Pine Jack Pine	Pulpwood	17 1 2	Cords		
		Sawtimber	1.3 14	MBF		
	Jack Pine	Pulpwood	14	Cords		
	Mixed Aspen		9	Cords		

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
16 con't	Quaking Aspen	Pulpwood	9	Cords		
	Mixed Hardwood	,	17	Cords		
	Red Maple		17	Cords		
	Mixed Oak		5	Cords		
	BI/R/Hybrid Oak		5	Cords		
	Red Pine		32	Cords		
17	Mixed Aspen	Sawtimber	115.0	MBF	37.1	\$12,235.30
.,	B. T. Aspen	Cawambor	115.0	MBF	07.1	φ12,200.00
	Jack Pine	Pulpwood	3	Cords		
	Jack Pine	Sawtimber	0.9	MBF		
	Jack Pine	Pulpwood	1	Cords		
	Mixed Aspen	1 4101004	123	Cords		
	B. T. Aspen		112	Cords		
	Quaking Aspen		112	Cords		
	Mixed Hardwood		116	Cords		
	Red Maple	Sawtimber	1.2	MBF		
			1.2	Cords		
	<i>Red Maple</i> Mixed Oak	Pulpwood	8			
	-		-	Cords		
	Red Oak White Oak		2	Cords Cords		
4.0		O su time h a m	6		40.7	#0.047.75
18	BI/R/Hybrid Oak	Sawtimber	1.1	MBF	12.7	\$8,847.75
	BI/R/Hybrid Oak		1.1	MBF		
	Red Pine		7.4	MBF		
	Jack Pine	Pulpwood	6	Cords		
	Jack Pine	Sawtimber	2.3	MBF		
	Jack Pine	Pulpwood	1	Cords		
	Mixed Aspen		33	Cords		
	Quaking Aspen		33	Cords		
	Mixed Hardwood		5	Cords		
	Black Cherry	Sawtimber	1.1	MBF		
	Black Cherry	Pulpwood	3	Cords		
	Mixed Oak		35	Cords		
	Bl/R/Hybrid Oak		29	Cords		
	Red Oak		6	Cords		
	Red Pine		192	Cords		
19	Mixed Aspen	Sawtimber	47.2	MBF	12.2	\$10,407.90
	Quaking Aspen		47.2	MBF		
	Red Pine		18.2	MBF		
	Mixed Aspen	Pulpwood	138	Cords		
	Quaking Aspen		138	Cords		
	Mixed Hardwood		19	Cords		
	Red Maple	Sawtimber	2.3	MBF		
	Red Maple	Pulpwood	14	Cords		
	Red Pine		63	Cords		
	White Pine		7	Cords		
20	Red Pine	Sawtimber	28.9	MBF	42.1	\$14,859.10
	Jack Pine	Pulpwood	107	Cords		
	Jack Pine		107	Cords		
	Mixed Aspen		27	Cords		
	, Quaking Aspen		27	Cords		
	Mixed Oak		9	Cords		
	Bl/R/Hybrid Oak		9	Cords		
	Red Pine		296	Cords		
	White Pine		6	Cords		
21	Red Pine	Sawtimber	39.7	MBF	17.7	\$10,729.00
۲ ک	Jack Pine	Pulpwood	59.7 44	Cords	17.7	ψ10,729.00
			44	JUUIUS	1	1

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
21 con't	Jack Pine	Sawtimber	2.5	MBF		
	Jack Pine	Pulpwood	39	Cords		
	Mixed Aspen		49	Cords		
	Quaking Aspen		49	Cords		
	Red Pine		160	Cords		
		TOTAL:	793.6	MBF		
		TOTAL:	7,723	Cords		

### Sale Name: GNA2 McMasters RP

Sale Number: 72-805-22 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 and USFS are identified with 3 vertical orange lines. Interior Payment Unit boundaries are identified by orange chevrons. Individual leave trees in fuel breaks have been identified by a single orange ring around the tree and are to be protected. The painted boundary line trees are not Included Timber and are to be protected unless marked with blue or green paint or are as identified in spec 2.1.16 "Timber Along County or Forest Roads".

### 2 - Timber Specifications

### 2.1 - Included Timber

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

Within Payment Unit(s) 1-4, 7, 8, and 14, cut all trees that are two (2) inches or more at DBH except the following:

- Within Payment Units 1-3 and 7 do not cut red or white pine greater than 16" or orange marked trees.
- Within Payment Unit 8 do not cut orange marked trees.

- Within Payment Unit 14 do not cut any red pine, white pine, or white oak.

Special protection trees identified in accordance with condition 3.4.2, within clearcutting unit boundaries, are not Included Timber and are to be protected.

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

Within Payment Unit(s) 17, all trees are designated for cutting when marked with green paint above and below stump height, regardless of merchantability. Do not cut any red pine or white pine.

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

Within Payment Unit(s) 5, 6, 9-13, 15, 16, and 18-21, all trees which meet minimum piece specifications in 2.2 Utilization, within designated plantation rows are designated for cutting. Designated plantation rows blue or green paint. Most places were marked with a take 2 leave 3 pattern but, some areas with wider spacing were marked with a take 1 leave 2 pattern. In Payment Unit's 5, 6, 9-13, 20, and 21 cut all merchantable jack pine and aspen. Do not cut oak unless it falls in cut row. Do not cut any pine greater than 26" at DBH. In addition, Payment Unit 11 has a small mortality pocket where all trees are marked to cut.

In Payment Unit's 15-18 cut all aspen, jack pine, and red maple. Do not cut oak or balsam fir unless it falls in cut row. Do not cut any pine greater than 26" at DBH.

# 2.1.11 - Description of timber note (2/04)

Note that Payment Unit 4 contains dead red pine that must be cut.

# 2.1.16 - Timber along county or forest roads (6/14)

Cut and remove all standing trees 4.6" at DBH or greater within 33 feet of the center line of McMasters Bridge Road, Eaton Trail, and the unnamed powerline road that splits Payment Unit 8.

#### 2.2 - Utilization

# 2.2.2 - Chipping required (2/18)

Payment Units 1-3, 7, and 8 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. If market conditions limit the practicality of chipping, tops and slash must be arranged in a way that will not inhibit future planting operations, as directed by the sale administrator. 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) because this sale is located on non-certified USFS lands.

#### 2.2.3 - Stump heights (4/07)

Stump heights within Payment Unit(s) 1-3 and 7-9 shall not exceed 6 inches for all trees. This is to facilitate planting operations and fuel break maintenance.

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

The skidding of whole trees or tree segments with limbs attached is prohibited within Payment Unit(s) 5, 6, and 9-21. All products must be produced as roundwood and forwarded to existing roads or landing areas in final product length.

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

Within Payment Unit(s) 14, all wood must be removed by whole tree, tree segment, or roundwood. Tops may not be chipped and must be left at stump unless within 50' of Eaton Trail.

### 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.

Within the Sale Area, if more than 5% of trees (> 4.5" DBH) within a specified area of the sale are damaged, liquidated damages will be assessed for all trees damaged. Rates will be in accordance with General Condition and Requirement 3.4 Damaged Timber.

### 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 witness trees which are marked with red paint and "legacy pines" which are identified as having a diameter greater than 26" DBH. If the Purchaser's operations have cut or damaged special protection trees through carelessness, the Purchaser shall pay \$500.00 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

#### 4.1.6 - Road construction (1/09)

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

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

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

#### 4.1.11 - Permits (2/12)

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

# 5 - Operations

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

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

# 5.2 - Conduct of Operations

### 5.2.2 - Hazard Trees/Snags

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

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

### 5.2.3 - Operating Restrictions

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

Within Payment Unit(s) 5, 6, 9-13, 15, 16, and 18-21, 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) 1-21, cutting, skidding, hauling within the sale and brushing of access roads to the sale are not permitted during the period of April 15 to July 15. No exceptions will be granted. This is necessary to reduce the spread of oak wilt.

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

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

# 5.2.3.14 - 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) 1-13, 15-16, and 18-21 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. 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.

#### 5.2.40 - Pathway protection (10/10)

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

#### 5.4 - Soil Protection

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

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

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

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

### 5.6 - Debris and Waste Material

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

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

(b) Purchaser shall adhere to the following requirements with regard to cleaning "Off-Road Equipment":

(i) Prior to moving Off-Road Equipment onto the Sale Area, Purchaser shall identify the location of the equipment's most recent operation. Purchaser shall not move any Off-Road Equipment that last operated in an area infested with one or more invasive species of concern onto Sale Area without having cleaned such equipment of seeds, soil, vegetative matter, and other debris that could contain or hold seeds, and having notified the DNR, as provided in (iii). If the location of prior operation cannot be identified, then Purchaser shall assume that the location is infested with invasive species of concern.

(ii) Prior to moving Off-Road Equipment from a cutting unit that is shown on the Timber Sale Map to be infested with invasive species of concern to, or through any other area that is shown as being free of invasive species of concern, or infested with a different invasive species, Purchaser shall clean such equipment of seeds, soil, vegetative matter, and other debris that could contain or hold seeds, and shall notify the DNR, as provided in (iii).

(iii) Prior to moving any Off-Road Equipment subject to the cleaning requirements set forth above, Purchaser shall advise DNR of its cleaning measures and make the equipment available for inspection. DNR shall have 2 days, excluding weekends and State holidays, to inspect equipment after it has been made available. After satisfactory inspection or after such 2 day period, Purchaser may move the equipment as planned. Equipment shall be considered clean when a visual inspection does not disclose seeds, soil, vegetative matter, and other debris that could contain or hold seeds. Purchaser shall not be required to disassemble equipment unless so directed by the DNR after inspection.

(iv) If Purchaser desires to clean Off-Road Equipment on National Forest land, such as at the end of a project or prior to moving to, or through an area that is free of invasive species of concern, Purchaser shall obtain prior approval from the Unit Manager or his/her representative as to the location for such cleaning and measures, if any, for controlling impacts.

(v) Unit Manager or his/her representative may order delay, interruption, or modification of this Contract pursuant to Condition & Requirement 7.3 or 7.3.4.

(c) Nothing contained in this Condition & Requirement shall be interpreted as creating any warranty on the part of the DNR that all locations of invasive species of concern have been described herein, elsewhere in this Contract, or designated on the ground. Following sale advertisement, additional locations may be described or designated, and other species may be added to the list of invasive species of concern. In such event, the Unit Manager or his/her representative may order delay, interruption, or modification of this Contract pursuant to Condition & Requirement 7.3 or 7.3.4.

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

#### 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 McMasters Bridge Road, Linger Longer Road,

Gammey Creek Trail, and Meridian Road prior to beginning operations. The road must be posted at appropriate distances from the Sale Area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

6.2.3 - Recreational trail posting (10/20)

The Purchaser is responsible for posting and maintaining caution signs on the Midland to Mackinac 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)

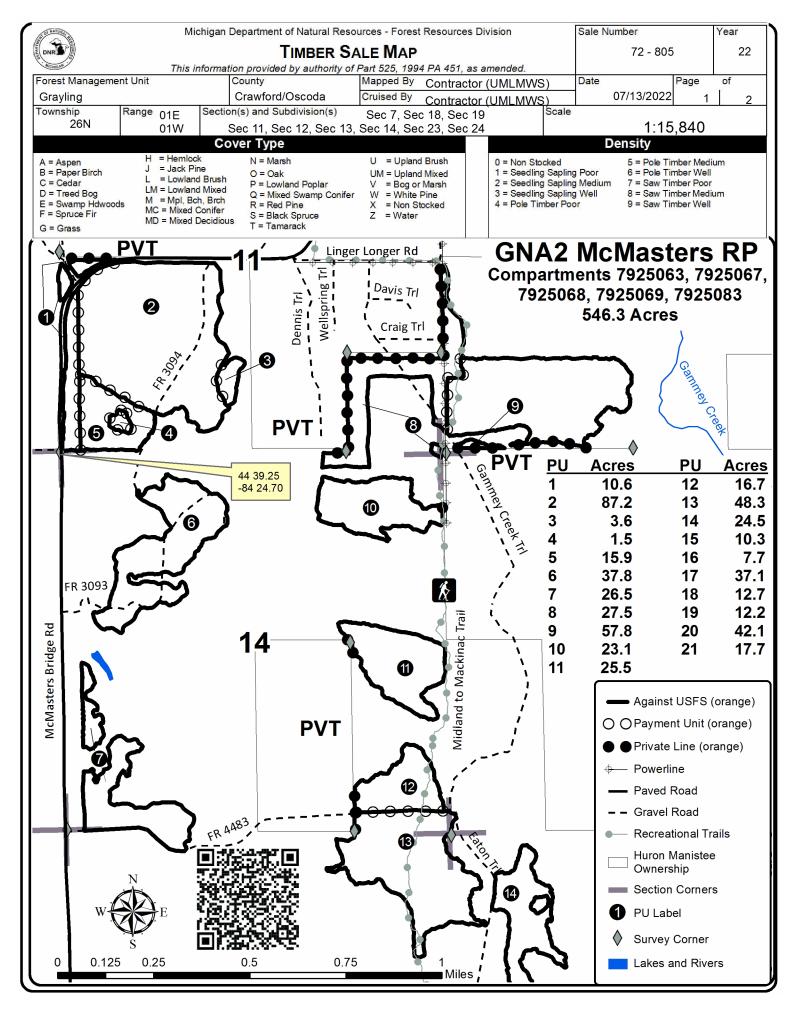
If Included Timber is destroyed or damaged by an unexpected event that changes the nature of Included Timber, such as wind, flood, insects, disease, or similar cause, the Purchaser shall bear the timber value loss resulting from such destruction or damage.

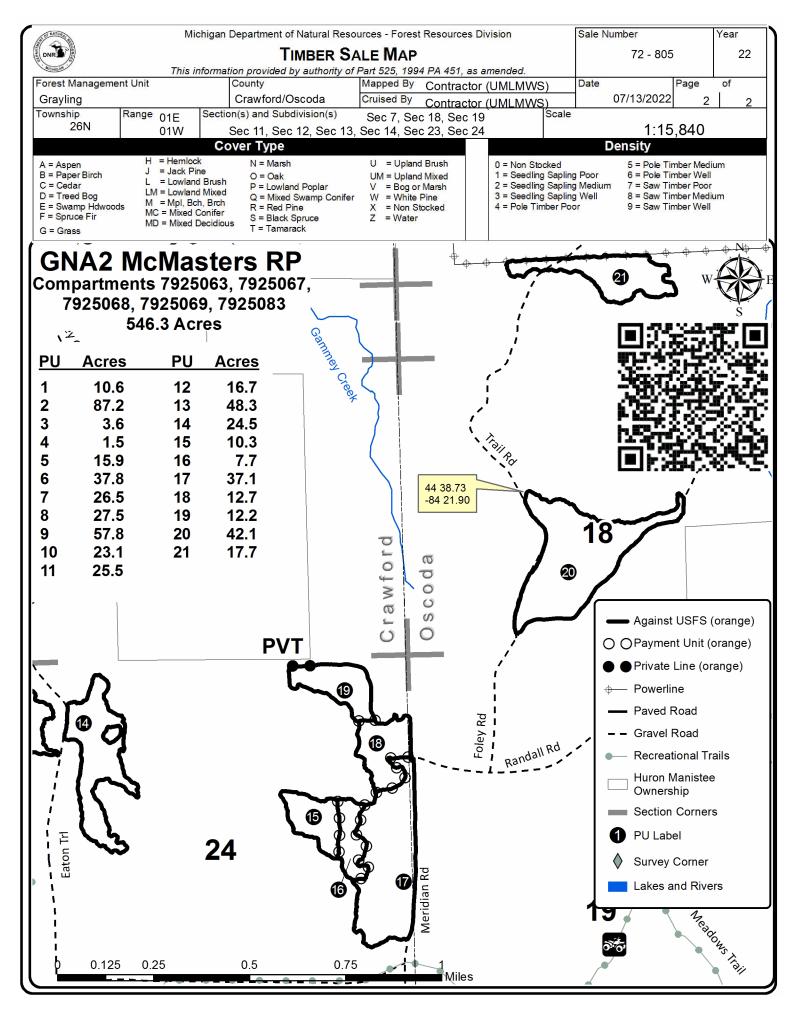
Deterioration or loss of timber value due to delay or interruption under 7.3.4 - GNA, contract suspension and modification, shall be borne by the party holding title. In this event, Included Timber to which USDA Forest Service holds title, Purchaser of the State GNA contract will not be obligated to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





# TIMBER SALE INFORMATION

#### GNA2 Deckerville KW (72-806-22)

T25N, R03E, SEC. 15; T25N, R03E, SEC. 16; T25N, R03E, SEC. 17; T25N, R03E, SEC. 21; T25N, R03E, SEC. 22. Oscoda County (Advertised Price \$91,771.60)

SALE NOTE: This is a Good Neighbor Authority (GNA) timber sale on National Forest Land. This timber sale was set-up and is being advertised by the Michigan DNR for the US Forest Service. The contract will be awarded and administered by the Michigan DNR. Note the additional Sale Specific Conditions and Requirements containing the acronym 'GNA'. This timber sale follows USFS paint color scheme. The roads within and surrounding the sale area are dual claimed roads. County Road restrictions must be observed on these roads.

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:

ADVERTISED PRICE	
90.00 / MBF	
23.55 / Cord	
15.70 / Cord	
22.50 / Cord	
32.20 / Cord	
)	

\* The total volume is statistically estimated within plus (+) or minus (-) 3.35 percent. There are an estimated 5,639 cords on this timber sale, plus or minus 189 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 \$4,589.00 to insure faithful performance of the conditions of the contract will be deposited
- by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule :
- (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
- (b) The 10% down payment will be credited towards the first unit cut.
- (c) Payment for each of the following units must be made before cutting begins in that unit: PAYMENT UNIT NUMBER PERCENT OF TOTAL SALE VALUE

01	33.9%
02	30.2%
03	10.6%
04	17.8%
05	5.6%
06	1.0%
07	0.9%

4. If no cutting takes place, the 10% down payment will not be refunded.

5. Operations on the contract issued will terminate on 09/30/2024.

#### 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
445,500	5,639	3.35%	5,450	5,829

#### **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.

	VOLI	JME		RANGE II	N CORDS
VDU	TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
6	4,215	53	39.44%	32	74
12	126,956	1,607	6.21%	1,507	1,707
19	4,402	56	6.42%	52	59
112	25,873	328	9.26%	297	358
212	284,053	3,596	4.36%	3,439	3,752
TOTAL:	445,500	5,639		5,328	5,951

#### VDU TO PAYMENT UNIT

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

TOTAL:	534.3	£	534.3
		2	130.1
212	276.6	1	146.5
112	26.9	5	26.9
19	5.7	6	5.7
		4	135.4
12	216.0	3	80.6
6	9.1	7	9.1
VDU	VDU ACRES	PU	PU ACRES

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Red Pine	Sawtimber	16.0	MBF	146.5	\$31,175.85
	Black Cherry	Pulpwood	5	Cords		
	Jack Pine		1,566	Cords		
	Northern Pin Oak		185	Cords		
	Red Pine		27	Cords		
2	Red Pine	Sawtimber	14.2	MBF	130.1	\$27,704.05
	Black Cherry	Pulpwood	5	Cords		
	Jack Pine		1,390	Cords		
	Northern Pin Oak		165	Cords		
	Red Pine		24	Cords		
3	Jack Pine	Pulpwood	567	Cords	80.6	\$9,711.90
	Northern Pin Oak		36	Cords		
4	Jack Pine	Pulpwood	952	Cords	135.4	\$16,318.90
	Northern Pin Oak		61	Cords		
5	Jack Pine	Pulpwood	328	Cords	26.9	\$5,149.60
6	Jack Pine	Pulpwood	56	Cords	5.7	\$879.20
7	Jack Pine	Pulpwood	53	Cords	9.1	\$832.10
		TOTAL:	30.2	MBF		
		TOTAL:	5,420	Cords		

### Sale Name: GNA2 Deckerville KW

Sale Number: 72-806-22 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 are marked with 3 orange vertical lines. Interior Payment Unit boundaries are marked with orange chevrons. Warbler Road is the Payment Unit boundary between Payment Units 2 and 3. Eggleston Road is the Payment Unit boundary between Payment Units 4 and 5. Retention patches are marked with Orange X's; no harvesting activities may occur within these areas. The painted boundary line trees are not Included Timber and are to be protected. Orange chevron painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid.

# 2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1-5, cut all trees that are two (2) inches or more at DBH. Do not cut any red or white pine greater than 18" at DBH.

Within Payment Units 6 and 7, cut all trees that are two (2) inches or more at DBH, except do not cut any oak or cherry over 8" at DBH.

### 2.2 - Utilization

2.2.2 - Chipping required (2/18)

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

# 2.2.3 - Stump heights (4/07)

Stump heights within Payment Units 1-5 shall not exceed 6 inches for all trees. This is to facilitate planting operations. A written waiver of this requirement may be obtained if wet summer weather makes winter logging necessary.

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.

# 4 - Transportation

4.1 - Construction

4.1.6 - Road construction (1/09)

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

# 4.1.7 - Road closure (10/11)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing double earthen berms at strategic locations. 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. Contact the sale administrator for specific details of design and placement.

4.1.11 - Permits (2/12)

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

# 5 - Operations

5.1 - Notification

5.1.4 - Post-sale conference (10/16)

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

# 5.2 - Conduct of Operations

5.2.2 - Hazard Trees/Snags

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

# 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)

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

#### 5.8.1 - Kirtland's warbler (1) (10/12)

This sale is adjacent to a young jack pine stand which may be used by the endangered Kirtland's Warbler. The Department reserves the right to temporarily restrict all harvesting operations in a buffer zone of up to 500 feet if it is determined that Warbler territory has been established in the adjacent stand. The restricted period, if put into effect, would apply from May 1 to August 15.

#### 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 the active haul route 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)

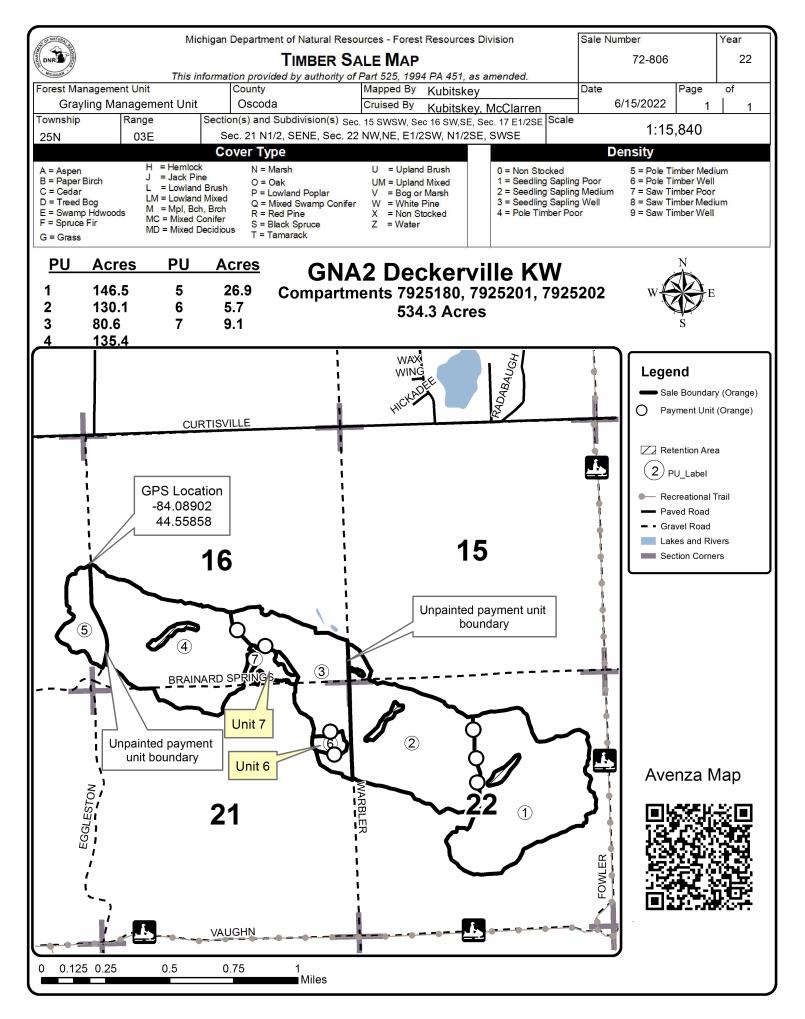
If Included Timber is destroyed or damaged by an unexpected event that changes the nature of Included Timber, such as wind, flood, insects, disease, or similar cause, the Purchaser shall bear the timber value loss resulting from such destruction or damage.

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

#### GNA2 Au Sable KW North (72-807-22)

T24N, R06E, SEC. 10; T24N, R06E, SEC. 11; T24N, R06E, SEC. 3; T24N, R06E, SEC. 4; T24N, R06E, SEC. 9. Iosco County (Advertised Price \$532,489.55)

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

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 contain the acronym 'GNA'. This sale was prepared through a timber marking contract. It has been marked and cruised by Northeast Michigan Forestry, LLC. The timber sale follows USFS paint scheme. Oak Wilt Restrictions present for all Payment Units. Wet, soft soils present along the boundary of Payment Units 1 and 2. Timber or composite mats may be needed to reinforce areas.

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

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

PRODUCTS & SPECIES	ESTIMATE	ED UNITS*	<u>A</u> D∖	ERTISED PRICE
Sawtimber				
Mixed Oak	348.3	MBF	\$	124.00 / MBF
Red Pine	2,178.6	MBF	\$	107.00 / MBF
White Oak	26.2	MBF	\$	75.00 / MBF
White Pine	61.6	MBF	\$	72.00 / MBF
Pulpwood				
B. T. Aspen	56	Cords	\$	31.65 / Cord
Jack Pine	1,333	Cords	\$	18.60 / Cord
Mixed Oak	714	Cords	\$	26.60 / Cord
Red Pine	5,039	Cords	\$	38.05 / Cord
White Pine	524	Cords	\$	23.85 / Cord
Pulpwood B. T. Aspen Jack Pine Mixed Oak Red Pine	56 1,333 714 5,039	Cords Cords Cords Cords	\$ \$ \$ \$	31.65 / Cord 18.60 / Cord 26.60 / Cord 38.05 / Cord

\* The total volume is statistically estimated within plus (+) or minus (-) 7.26 percent. There are an estimated 14,105 cords on this timber sale, plus or minus 1,025 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 \$26,624.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule :
- (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
- (b) The 10% down payment will be credited towards the first unit cut.

(c) Payment for each of the following units must be made before cutting begins in that unit: PAYMENT UNIT NUMBER PERCENT OF TOTAL SALE VALUE

01	16.6%
02	20.9%
03	8.5%
04	5.7%
05	23.8%
06	6.3%
07	4.9%
08	13.3%

4. If no cutting takes place, the 10% down payment will not be refunded.

5. Operations on the contract issued will terminate on 09/30/2025.

#### 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 RANGE IN CORDS		ANGE IN CORDS
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
1,114,298	14,105	7.26%	13,080	15,130

#### **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		VOLUME			RANGE IN CORDS	
VDU	TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM		
2	412,346	5,220	10.88%	4,652	5,788		
6	100,605	1,273	16.73%	1,060	1,486		
9	331,096	4,191	13.07%	3,643	4,739		
13	71,685	907	22.35%	705	1,110		
14	139,056	1,760	20.64%	1,397	2,124		
113	59,511	753	19.02%	610	897		
TOTAL:	1,114,298	14,105		12,067	16,143		

#### 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
2	114.4	1	50.7
		2	63.7
6	55.0	3	55.0
9	120.3	4	23.3
		5	97.0
13	42.9	6	42.9
14	72.4	8	72.4
113	34.8	7	34.8
TOTAL:	439.8		439.8

# DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)

	1					r
PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Red Pine	Sawtimber	504.5	MBF	50.7	\$88,432.25
	White Pine		19.4	MBF		
	B. T. Aspen	Pulpwood	17	Cords		
	B. T. Aspen	Sawtimber	2.0	MBF		
	B. T. Aspen	Pulpwood	13	Cords		
	Jack Pine	1 41,01004	144	Cords		
	Jack Pine	Sawtimber	10.4	MBF		
	Jack Pine	Pulpwood	123	Cords		
		Fulpwood				
	Mixed Oak		20	Cords		
	Northern Pin Oak		12	Cords		
	White Oak		8	Cords		
	Red Pine		663	Cords		
	White Pine		171	Cords		
2	Red Pine	Sawtimber	633.8	MBF	63.7	\$111,036.20
	White Pine		24.4	MBF		
	B. T. Aspen	Pulpwood	22	Cords		
	B. T. Aspen	Sawtimber	2.5	MBF		
	B. T. Aspen	Pulpwood	17	Cords		
	Jack Pine	,	181	Cords		
	Jack Pine	Sawtimber	13.1	MBF		
	Jack Pine	Pulpwood	155	Cords		
	Mixed Oak	1 0.000	24	Cords		
	Northern Pin Oak			-		
			15	Cords		
	White Oak		9	Cords		
	Red Pine		832	Cords		
	White Pine		214	Cords		
3	Mixed Oak	Sawtimber	115.6	MBF	55.0	\$44,998.10
	Northern Pin Oak		113.6	MBF		
	Red Oak		2.0	MBF		
	Red Pine		97.7	MBF		
	White Oak		17.2	MBF		
	White Pine		15.4	MBF		
	Jack Pine	Pulpwood	155	Cords		
	Jack Pine	Sawtimber	14.2	MBF		
	Jack Pine	Pulpwood	127	Cords		
	Mixed Oak		204	Cords		
	Northern Pin Oak		165	Cords		
	Red Oak		1	Cords		
	White Oak		38	Cords		
	Red Pine		219	Cords		
	White Pine		49	Cords		
4	Mixed Oak	Sawtimber	18.9	MBF	23.3	\$30,470.00
-	Northern Pin Oak	Gawaniber	18.9	MBF	20.0	φ <b>30,</b> <del>4</del> 70.00
	Red Pine		110.3	MBF		
	White Oak	Deducerad	1.5	MBF		
	B. T. Aspen	Pulpwood	1	Cords		
	B. T. Aspen		1	Cords		
	Jack Pine	_	100	Cords		
	Jack Pine	Sawtimber	12.5	MBF		
	Jack Pine	Pulpwood	75	Cords		
	Mixed Oak		40	Cords		
	Northern Pin Oak		37	Cords		
	White Oak		3	Cords		
	Red Pine		344	Cords		
	White Pine		7	Cords		
5	Mixed Oak	Sawtimber	78.8	MBF	97.0	\$126,742.90
-	1	1	1 , 0.0	I <del></del> .	1 37.5	L \$ 0,100

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
5 con't	Northern Pin Oak	Sawtimber	78.8	MBF		
	Red Pine		459.3	MBF		
	White Oak		6.2	MBF		
	B. T. Aspen	Pulpwood	4	Cords		
	B. T. Aspen		4	Cords		
	Jack Pine		415	Cords		
	Jack Pine	Sawtimber	51.9	MBF		
	Jack Pine	Pulpwood	311	Cords		
	Mixed Oak		165	Cords		
	Northern Pin Oak		154	Cords		
	White Oak		11	Cords		
	Red Pine		1,430	Cords		
	White Pine		30	Cords		
6	Mixed Oak	Sawtimber	41.3	MBF	42.9	\$33,651.65
	Northern Pin Oak		41.3	MBF		
	Red Pine		92.7	MBF		
	Jack Pine	Pulpwood	45	Cords		
	Jack Pine	•	45	Cords		
	Mixed Oak		79	Cords		
	Northern Pin Oak		79	Cords		
	Red Pine		400	Cords		
	White Pine		19	Cords		
7	Mixed Oak	Sawtimber	26.8	MBF	34.8	\$26,288.20
	Northern Pin Oak	ountimbol	26.8	MBF	01.0	\$20,200.20
	Red Pine		73.8	MBF		
	White Oak		1.3	MBF		
	Jack Pine	Pulpwood	195	Cords		
	Jack Pine	i alpitood	195	Cords		
	Mixed Oak		69	Cords		
	Northern Pin Oak		64	Cords		
	White Oak		5	Cords		
	Red Pine		243	Cords		
	White Pine		11	Cords		
8	Mixed Oak	Sawtimber	66.9	MBF	72.4	\$70,870.25
0	Bl/R/Hybrid Oak	Sawumber	4.9	MBF	72.4	ψ/0,0/0.25
	Northern Pin Oak		4.9 62.0	MBF		
	Red Pine		206.5	MBF		
	White Pine		206.5	MBF		
	B. T. Aspen	Pulpwood	2.4 12	Cords		
	B. T. Aspen B. T. Aspen	Fulpwood	12	Cords		
	B. T. Aspen Jack Pine		12 98	Cords		
	Jack Pine Jack Pine		98 98	Cords		
	Jack Pine Mixed Oak		98 113	Cords		
	BI/R/Hybrid Oak		113	Cords		
	Northern Pin Oak		14 99	Cords		
	Red Pine		99 908	Cords		
	White Pine		908 23			
				Cords		
TOTAL: 2,614.7 MBF						
TOTAL: 7,666 Cords						

### Sale Specific Conditions & Requirements

#### Sale Name: GNA2 Au Sable KW North

Sale Number: 72-807-22 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. These trees will also be marked with red painted blazes on the back side of the tree marking the property line. Do not damage these trees. Exterior sale boundary lines against Forest Service lands are marked with orange paint. Interior Payment Unit boundaries are marked with orange chevrons. 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. Orange painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1 and 2, cut all trees that are two (2) inches or more at DBH, except any oak greater than 8". Within Payment Unit(s) 3-7, cut all trees that are two (2) inches or more at DBH, except any pine greater than 14". Within Payment Unit 8, all trees that are two (2) inches or more at DBH are designated for cutting unless marked with orange paint above and below stump height.

#### 2.2 - Utilization

#### 2.2.2 - Chipping required (2/18)

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

#### 2.2.3 - Stump heights (4/07)

Stump heights within the Sale Area shall not exceed 6 inches for all trees. This is to facilitate planting operations.

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

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

#### 3 - Payments

3.3 - Pre-measured Sales

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

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

#### 3.4 - Damaged Timber

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

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured. No damage is acceptable to undesignated live merchantable trees. Within the Sale Area, if more than 5% of trees (> 4.5" DBH) within a specified area of the sale are damaged, liquidated damages will be assessed for

all trees damaged. Rates will be in accordance with General Condition and Requirement 3.4 Damaged Timber.

### 4 - Transportation

## 4.1 - Construction

## 4.1.6 - Road construction (1/09)

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

## 4.1.7 - Road closure (10/11)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing double earthen berms at strategic locations. These roads must be rendered impassable to cars and trucks. All stumps from road building and landing construction must be reserved to block any newly constructed roads upon completion of the sale. These stumps must be scattered along the road system to prohibit vehicular movement. Contact the sale administrator for specific details of design and placement.

## 4.1.11 - Permits (2/12)

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

## 5 - Operations

## 5.1 - Notification

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

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

### 5.2 - Conduct of Operations

## 5.2.2 - Hazard Trees/Snags

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

## 5.2.3 - Operating Restrictions

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

Within the Sale Area, cutting, skidding, and brushing of roads 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. Hauling may occur only if haul route is brushed out before April 15.

## 5.2.17 - Timber Mats and Interlocking Composite Mats (10/20)

Some roads or skid trails may require extra protection such as that afforded by timber mats, interlocking composite mats, or another approved system. Approximately 100 feet of road or trail will need extra protection at locations shown on the Timber Sale Map. If available, mats may be borrowed from the DNR. A Timber Sale Contract Supplement will be used to document the Purchaser's use of the DNR's mats. Contact the sale administrator regarding availability and pick-up. Timber mats are available from various field offices. Composite mats are only available from the Grayling field office and the Marquette ICC. The Purchaser is responsible for picking up and hauling the mats to and from the site. The composite mats will require DNR staff onsite for installation and removal. Contact the sale administrator to schedule at least 30 days before desired install/removal date. All mats must be cleaned prior to drop off. This may include, but is not limited to, power washing and brushing to remove mud and debris. A charge of \$700.00 per timber mat and \$2,000.00 per composite mat will be assessed for all damaged or non-returned mats. Damage for the crane/timber mats is defined as three or more broken cants. Damage for the composite mats.

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

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

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

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

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

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

The Old State House is an ORV trail or route and is shown on the Timber Sale Map. Do not cut trees or damage posts with yellow ORV markers. Trees with yellow ORV markers shall be cut off above the markers and at least 5 feet above ground. All stumps within 5 feet of the trail must be cut flush with the ground. Maintain a 20-foot-wide slash, debris, and rut free zone daily using the ORV trail or route as the centerline. Do not run equipment down the ORV trail or route. Skidding across the trail or route may only occur in locations approved by the sale administrator.

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

Trails 96, 961, and 665 are designated snowmobile trails and are shown on the Timber Sale Map. Do not cut or damage posts with orange trail markers or traffic control signs. If the trail is used, it must be maintained and restored to a condition equal to or better than before the sale. The road maintenance/restoration must be done prior to December 1. If the trail is used for hauling, it must be graded to the satisfaction of the Unit Manager or his/her representative prior to December 1. The snowmobile trail may not be used for any timber sale operations from December 1 to March 31. Fawn Road runs parallel with the snowmobile trail and can be used in place of the trail. The snowmobile trail may only be crossed at right angles. Maintain a 20-foot-wide slash, debris, and rut free zone daily using the snowmobile trail as the centerline. No decking of forest products will be permitted along the snowmobile trail. In addition, any trees cut within 5 feet of the trail must be cut flush at ground level.

### 5.4 - Soil Protection

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

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

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

Caution should be used between Payment Units 1 and 2 due to seasonally wet soils. Reinforcement for skid trails is recommended either by crane mats or the use of tops.

### 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 M-65 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 ORV Trail and snowmobile trails LP 665, 96, and 961 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)

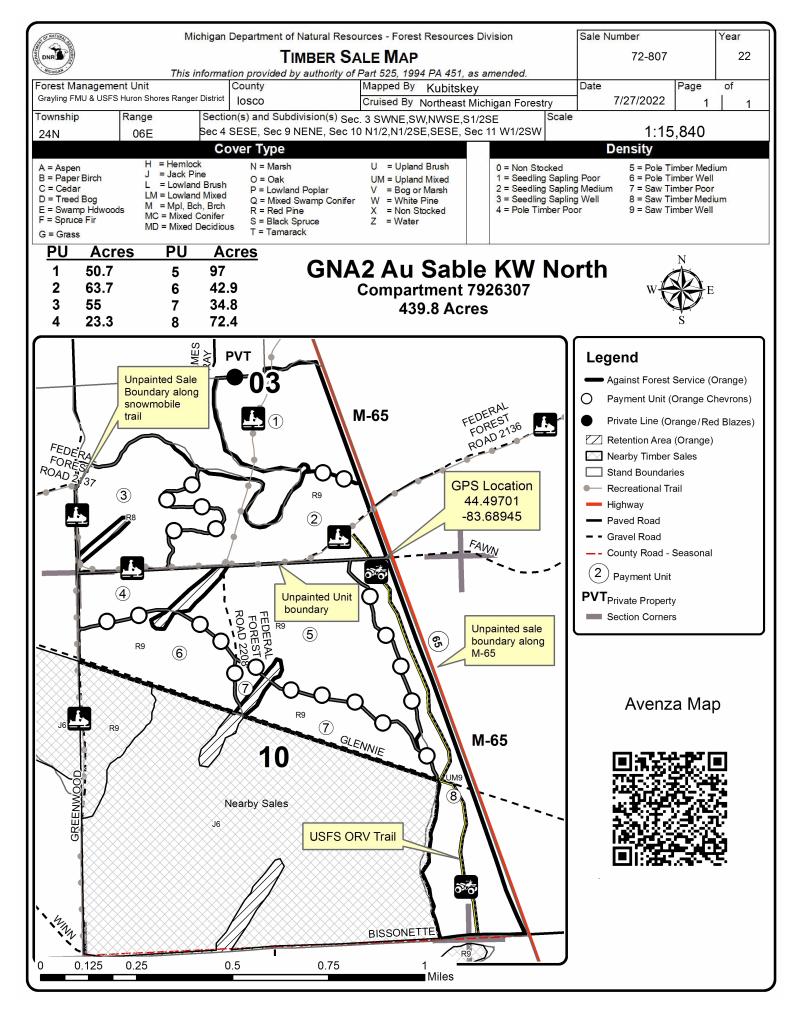
If Included Timber is destroyed or damaged by an unexpected event that changes the nature of Included Timber, such as wind, flood, insects, disease, or similar cause, the Purchaser shall bear the timber value loss resulting from such destruction or damage.

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.



#### TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

## **BID FORM**

GNA2 Deckerville KW (72-806-22)

## T25N, R03E, SEC. 15; T25N, R03E, SEC. 16; T25N, R03E, SEC. 17; T25N, R03E,

In response to the notice of sale to be held 9:00 a.m. (local time) on September 19, 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
Red Pine	30.2	MBF	\$	90.00/MBF	\$
Pulpwood					
Black Cherry	10	Cords	\$	23.55/Cord	\$
Jack Pine	4,912	Cords	\$	15.70/Cord	\$
Northern Pin Oak	447	Cords	\$	22.50/Cord	\$
Red Pine	51	Cords	\$	32.20/Cord	\$

\*The volumes are statistically estimated within plus (+) or minus (-) 3.35 percent at 95% confidence level. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

FEDERAL ID:						
Company or individual 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:\_\_\_\_\_

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

DNR	Michigan Department of Natural Resources Forest Resources Division	FOR DEPARTMENT USE ONLY Sale Number (XX – XXX – XX – XX)							
auto . MICHIGA	TIMBER SALE								
	VERIFICATION OF WORKER'S DISABILI	TY Forest Management Unit:							
	COMPENSATION ACT COMPLIANCE								
	As required by Act 317, P.A. 1969 (Worker's Compensation)	and							
VEDI	Part 5 of Act 451 of 1994, as amended.								
	VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE								
s	<ul> <li>This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.</li> </ul>								
	n addition, if boxes 2B or 2C are checked, then Notice of wenty-one (21) days of the contract award and prior to the	of Exclusion or Certificate of Insurance must be submitted within e issuance of the timber sale contract.							
• A	Il Information must be typed or printed except for writter	n signatures.							
Pleas	e Check Appropriate Categories:								
	ly business is organized as (you <b>must</b> check <u>one</u> of the	e boxes below):							
	. 🔲 Sole Proprietorship (individual)								
	. 🔲 Partnership								
	Corporation								
2. Y	ou <b>must</b> check <u>one</u> of the boxes below:								
A	<ul> <li>I certify my business is a sole proprietorship and it has r Worker's Compensation Laws.</li> </ul>	o employees but the sole proprietor. I am not subject to the							
	Exclusion (BWC-337, Rev. 5/96). I will provide a copy of questions or a copy of the BWC-337, please call the Wo	Vorker's Compensation Act through the use of an approved Notice of of the Notice of Exclusion within 21 days of the contract award. (For orker's Compensation Bureau at 517-322-1195). cy. I will provide an original Certificate of Insurance within twenty-							
		ate the number of <b>both</b> full-time and part-time employees, other ners (if none, you must enter "0").							
	Full-time Employees	Part-time Employees							
Name	of Business	Federal ID (or) Social Security No.							
Addres	S	Telephone							
City	State	ZIP							
in fact	by certify that the above information is true and correct fors affecting my coverage during any of my present an nature of Owner or Authorized Representative	<i>I</i> <i>.</i> I agree to notify the Michigan DNR of any changes that occur d future operations.							
July									
Title	· · · · · · · · · · · · · · · · · · ·	Date							

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

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

#### TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

#### **BID FORM**

#### GNA2 McMasters RP (72-805-22)

### T26N, R01E, SEC. 18; T26N, R01E, SEC. 19; T26N, R01E, SEC. 7; T26N, R01W,

In response to the notice of sale to be held 9:00 a.m. (local time) on September 19, 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	67.0	MBF	\$	105.00/MBF	\$
Mixed Aspen	291.2	MBF	\$	52.00/MBF	\$
Red Pine	425.2	MBF	\$	90.00/MBF	\$
White Pine	10.2	MBF	\$	61.00/MBF	\$
Pulpwood					
Balsam Fir	26	Cords	\$	9.55/Cord	\$
Jack Pine	1,824	Cords	\$	15.70/Cord	\$
Mixed Aspen	808	Cords	\$	26.80/Cord	\$
Mixed Hardwood	300	Cords	\$	23.55/Cord	\$
Mixed Oak	301	Cords	\$	22.50/Cord	\$
Mixed Spruce	62	Cords	\$	13.85/Cord	\$
Red Pine	4,128	Cords	\$	32.20/Cord	\$
White Pine	274	Cords	\$	20.15/Cord	\$

\*The volumes are statistically estimated within plus (+) or minus (-) 8.59 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:	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:

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

DNR	Michigan Department of Natural Resources Forest Resources Division	FOR DEPARTMENT USE ONLY Sale Number (XX – XXX – XX – XX)							
auto . MICHIGA	TIMBER SALE								
	VERIFICATION OF WORKER'S DISABILI	TY Forest Management Unit:							
	COMPENSATION ACT COMPLIANCE								
	As required by Act 317, P.A. 1969 (Worker's Compensation)	and							
VEDI	Part 5 of Act 451 of 1994, as amended.								
	VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE								
s	<ul> <li>This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.</li> </ul>								
	n addition, if boxes 2B or 2C are checked, then Notice of wenty-one (21) days of the contract award and prior to the	of Exclusion or Certificate of Insurance must be submitted within e issuance of the timber sale contract.							
• A	Il Information must be typed or printed except for writter	n signatures.							
Pleas	e Check Appropriate Categories:								
	ly business is organized as (you <b>must</b> check <u>one</u> of the	e boxes below):							
	. 🔲 Sole Proprietorship (individual)								
	. 🔲 Partnership								
	Corporation								
2. Y	ou <b>must</b> check <u>one</u> of the boxes below:								
A	<ul> <li>I certify my business is a sole proprietorship and it has r Worker's Compensation Laws.</li> </ul>	o employees but the sole proprietor. I am not subject to the							
	Exclusion (BWC-337, Rev. 5/96). I will provide a copy of questions or a copy of the BWC-337, please call the Wo	Vorker's Compensation Act through the use of an approved Notice of of the Notice of Exclusion within 21 days of the contract award. (For orker's Compensation Bureau at 517-322-1195). cy. I will provide an original Certificate of Insurance within twenty-							
		ate the number of <b>both</b> full-time and part-time employees, other ners (if none, you must enter "0").							
	Full-time Employees	Part-time Employees							
Name	of Business	Federal ID (or) Social Security No.							
Addres	S	Telephone							
City	State	ZIP							
in fact	by certify that the above information is true and correct fors affecting my coverage during any of my present an nature of Owner or Authorized Representative	<i>I</i> <i>.</i> I agree to notify the Michigan DNR of any changes that occur d future operations.							
July									
Title	· · · · · · · · · · · · · · · · · · ·	Date							

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

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

#### TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

#### **BID FORM**

#### GNA2 Au Sable KW North (72-807-22)

#### T24N, R06E, SEC. 10; T24N, R06E, SEC. 11; T24N, R06E, SEC. 3; T24N, R06E,

In response to the notice of sale to be held 9:00 a.m. (local time) on September 19, 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	VOLUME*	<u>AD</u>	VERTISED PRICE	<b>BID PRICE/UNIT</b>
Mixed Oak	348.3	MBF	\$	124.00/MBF	\$
Red Pine	2,178.6	MBF	\$	107.00/MBF	\$
White Oak	26.2	MBF	\$	75.00/MBF	\$
White Pine	61.6	MBF	\$	72.00/MBF	\$
Pulpwood					
B. T. Aspen	56	Cords	\$	31.65/Cord	\$
Jack Pine	1,333	Cords	\$	18.60/Cord	\$
Mixed Oak	714	Cords	\$	26.60/Cord	\$
Red Pine	5,039	Cords	\$	38.05/Cord	\$
White Pine	524	Cords	\$	23.85/Cord	\$
I					

\*The volumes are statistically estimated within plus (+) or minus (-) 7.26 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:\_\_\_\_

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

DNR	Michigan Department of Natural Resources Forest Resources Division	FOR DEPARTMENT USE ONLY Sale Number (XX – XXX – XX – XX)							
auto . MICHIGA	TIMBER SALE								
	VERIFICATION OF WORKER'S DISABILI	TY Forest Management Unit:							
	COMPENSATION ACT COMPLIANCE								
	As required by Act 317, P.A. 1969 (Worker's Compensation)	and							
VEDI	Part 5 of Act 451 of 1994, as amended.								
	VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE								
s	<ul> <li>This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.</li> </ul>								
	n addition, if boxes 2B or 2C are checked, then Notice of wenty-one (21) days of the contract award and prior to the	of Exclusion or Certificate of Insurance must be submitted within e issuance of the timber sale contract.							
• A	Il Information must be typed or printed except for writter	n signatures.							
Pleas	e Check Appropriate Categories:								
	ly business is organized as (you <b>must</b> check <u>one</u> of the	e boxes below):							
	. 🔲 Sole Proprietorship (individual)								
	. 🔲 Partnership								
	Corporation								
2. Y	ou <b>must</b> check <u>one</u> of the boxes below:								
A	<ul> <li>I certify my business is a sole proprietorship and it has r Worker's Compensation Laws.</li> </ul>	o employees but the sole proprietor. I am not subject to the							
	Exclusion (BWC-337, Rev. 5/96). I will provide a copy of questions or a copy of the BWC-337, please call the Wo	Vorker's Compensation Act through the use of an approved Notice of of the Notice of Exclusion within 21 days of the contract award. (For orker's Compensation Bureau at 517-322-1195). cy. I will provide an original Certificate of Insurance within twenty-							
		ate the number of <b>both</b> full-time and part-time employees, other ners (if none, you must enter "0").							
	Full-time Employees	Part-time Employees							
Name	of Business	Federal ID (or) Social Security No.							
Addres	S	Telephone							
City	State	ZIP							
in fact	by certify that the above information is true and correct fors affecting my coverage during any of my present an nature of Owner or Authorized Representative	<i>I</i> <i>.</i> I agree to notify the Michigan DNR of any changes that occur d future operations.							
July									
Title	· · · · · · · · · · · · · · · · · · ·	Date							

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

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