

# DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN <u>TIMBER SALE PROSPECTUS #7489</u>

## <u>SCHEDULED SALE DATE AND TIME:</u> 9:00 a.m. (local time) on September 9, 2024. <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 Greenwood RP</u> (72-802-24) / T24N, R06E, SEC. 33, E1/2NE,E1/2SE. T24N, R06E, SEC. 34, NW,NE,SW,N1/2SE. Iosco County, Advertised Price \$183,449.80, 383.0 Acres, Red Pine, Jack Pine.

> SALE NOTE: 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.

Average to good quality red pine. Sale is marked well for operability. Sale has average access roads for the area, and is a short distance from River Road and M-65. Sale is Oak Wilt restricted, no exceptions will be granted.

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 LaNina KW</u> (72-811-24) / T25N, R03E, SEC. 16, SWSE.

T25N, R03E, SEC. 17, SWNW,W1/2SW. T25N, R03E, SEC. 18, SESE. T25N, R03E, SEC. 20, NWNW,SESW,NESE,S1/2SE. T25N, R03E, SEC. 21, NW,NE,N1/2SW,SESW,SE. T25N, R03E, SEC. 22, SWNW,SW. T25N, R03E, SEC. 23, E1/2NE. T25N, R03E, SEC. 24, W1/2NW. T25N, R03E, SEC. 24, W1/2NW. T25N, R03E, SEC. 27, NWNW. T25N, R03E, SEC. 28, NWNW,N1/2NE,SENE. T25N, R03E, SEC. 29, E1/2NW,NE.

Oscoda County, Advertised Price \$124,474.50, 667.3 Acres, Jack Pine, Hardwood.

SALE NOTE: 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. Sale includes timing restrictions for oak wilt (April 15th to July 15th), no exceptions will be granted. Forest Roads into the sale area are all sandy with some hills. Temporary forest access road is present along the Unit Line between Payment Units 1 and 2.

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 Canoe Camp KW</u> (72-819-24) / T26N, R02W, SEC. 26, S1/2SW,SWSE. T26N, R02W, SEC. 27, SENE,SESW,SE. T26N, R02W, SEC. 34, N1/2NW,NE,N1/2SE,SWSE. T26N, R02W, SEC. 35, NWNE. Crawford County, Advertised Price \$86,689.65, 315.6 Acres, Jack Pine, Red Pine.

SALE NOTE: This sale is is on Non-Certified land owned and managed by the USFS prepared under GNA. The Shore to Shore Equestrian Trail is present within the sale area. The majority of the sale is flat and is well marked for access and operability. Rolling hills are present in Payment Unit 8 where the majority of the oak is. Oak in PU 8 ranges from fair to good quality. Sale has additional room to bid applied for the following reasons; Payment Unit 1 has deep old planting furrows which will slow down operations and be hard on operators. Payment Unit 1 also has declining timber and should be harvested as soon as is possible. Payment Unit 7 has a requirement to cut sub-merchantable cherry along with the low volume of diameter designated (10" or less @ DBH) jack pine. Payment Units 2, 4, 5, and 6 have HRD restrictions. The entire sale is Oak Wilt restricted April 15th through July 15th. The approach to Chase Bridge Road on FR 1001 has to be armored with a minimum of 6 inches of gravel.

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 Canoe Camp South</u> (72-841-24) / T26N, R01W, SEC. 31, SWSW. T26N, R02W, SEC. 35, SENW,SWNE,N1/2SW,SESW,SE. T26N, R02W, SEC. 36, NENW,S1/2NW,NE,SW,N1/2SE,SWSE. Crawford County, Advertised Price \$216,029.25, 540.9 Acres, Hardwood, Aspen.

SALE NOTE: Sale is on well drained rolling hills. Access may be through federal land or through state and federal land. Access to Sale Area will require opening closed roads or improving existing roads. If Forest Road 1001 is used to haul out to Chase Bridge Road, there is a requirement to armor the approach to Chase Bridge Road with at least 6 inches of gravel or crushed limestone. Forest Road 1001 has recently been improved and is protected in specs. Hybrid Oak ranges from fair to good quality. Northern pin oak is of average quality for the area (poor to fair). Hard oak wilt spec per USFS requirement. Notify Sale Administrator immediately if any Raptor Nests are found during operations. Condition 5.2.3.14 (Heterobasidion Root Disease Restriction) only applies if red pine or white pine must be cut for improving access roads, landing locations, or operability in Payment Units 7, 8 and 9. Red pine and white pine are not Included Timber and are to be protected throughout the sale.

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 private or other public land.

<u>GNA2 Sid Town RP</u> (72-803-23) / T24N, R07E, SEC. 28, NW,SW. T24N, R07E, SEC. 29, S1/2NE,NESW,S1/2SW,SE. T24N, R07E, SEC. 32, N1/2NW,N1/2NE. T24N, R07E, SEC. 33, NWNW. Iosco County, Advertised Price \$545,542.10, 511.2 Acres, Red Pine, Hardwood.

SALE NOTE: 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. Sale includes timing restrictions for oak wilt (April 15th to July 15th), no exceptions will be granted.

Access may be through other public land.

### BID INSTRUCTIONS (VER. 10/10/2022):

### 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 9, 2024. For further information concerning this sale, contact Scott McClarren at 989-348-6371 extension.

### 2. Bidder's Qualifications (10/22)

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. A person must be 18 years of age or older to purchase timber. Permanent employees of the Department of Natural Resources or members of their immediate household may not bid. Former employees, in the permanent or seasonal class, may not bid until 3 months after the last day of active duty. 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. Worker's Compensation (10/22)

Purchaser shall obtain worker's 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. Verification of Worker's Disability Compensation Act Compliance must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract. In addition, if applicable, Notice of Exclusion or Certificate of Insurance must also be submitted.

## 10. Timber Sale Contract (10/22)

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).

### 11. Disclaimer of Estimates and Bidder's Warranty of Inspection (10/22)

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.

## 12. Certification and Chain-of-Custody (10/22)

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.

## 13. Good Neighbor Authority (GNA) Requirements (10/22)

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).

14. Good Neighbor Authority (GNA) Requirements, con't (10/22)

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.

Scott Bowen Director

## TIMBER SALE INFORMATION

#### <u>GNA2 Greenwood RP (72-802-24)</u> T24N, R06E, SEC. 33; T24N, R06E, SEC. 34. losco County (Advertised Price \$183,449.80)

SALE NOTE: 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.

Average to good quality red pine. Sale is marked well for operability. Sale has average access roads for the area, and is a short distance from River Road and M-65. Sale is Oak Wilt restricted, no exceptions will be granted.

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:

ESTIMATED UNITS*		ADVERTISED PRICE	
657.6 MB	F \$	123.00 / MBF	
4 Cor	rds \$	23.65 / Cord	
1,779 Cor	rds \$	57.60 / Cord	
	657.6 MB 4 Coi	657.6 MBF \$ 4 Cords \$	

\* The total volume is statistically estimated within plus (+) or minus (-) 13.77 percent. There are an estimated 3,323 cords on this timber sale, plus or minus 458 cords at the 95% confidence level. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

#### BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of \$9,172.00 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

ENT UNIT NUMBER	PERCENT OF TOTAL SALE VALU
01	37.2%
02	23.9%
03	38.9%

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

5. Operations on the contract issued will terminate on 09/30/2027.

#### 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.

VOL	UME		STATISTICAL RANGE IN CORDS	
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM MAXIMUM	
262,494	3,323	13.77%	2,865	3,781

#### **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
10	262,494	3,323	11.64%	2,936	3,709
TOTAL:	262,494	3,323		2,936	3,709

#### 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
10	383.0	1	142.4
		2	91.6
		3	149.0
TOTAL:	383.0		383.0

## DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Red Pine	Sawtimber	244.5	MBF	142.4	\$68,194.40
	Jack Pine	Pulpwood	2	Cords		
	Jack Pine	Sawtimber	0.3	MBF		
	Jack Pine	Pulpwood	1	Cords		
	Red Pine		661	Cords		
2	Red Pine	Sawtimber	157.3	MBF	91.6	\$43,827.90
	Red Pine	Pulpwood	425	Cords		
3	Red Pine	Sawtimber	255.8	MBF	149.0	\$71,427.50
	Jack Pine	Pulpwood	2	Cords		
	Jack Pine	Sawtimber	0.4	MBF		
	Jack Pine	Pulpwood	1	Cords		
	Red Pine		693	Cords		
		TOTAL:	657.6	MBF		
		TOTAL:	1,783	Cords		

### Sale Name: GNA2 Greenwood RP

Sale Number: 72-802-24 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 and roads. Exterior sale boundaries against forest service are marked with orange paint, with the exception of the boundaries along Greenwood Road, Slosser Road, and Iargo Road, which are unpainted and identified by the roads. Interior Payment Unit boundaries are marked with orange paint.

## 2 - Timber Specifications

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

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

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

Cut and remove all jack pine within 66 feet of the center line of Greenwood Road, Irago Road, and Slosser Road.

## 2.2 - Utilization

2.2.3 - Stump heights (4/07)

Stump heights within the Sale Area shall not exceed 6 inches for all trees.

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

Within Payment Unit(s) 1, 2, and 3, chipping of limbs or portions of the tree less than 4-inches in diameter is not permitted. Limbs and the remaining top must be left on site and scattered.

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

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

## 3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (7/14)

Payment Unit(s) 1, 2, and 3 may be divided at the request of the Purchaser and upon approval of the Unit Manager. Dividing Payment Units is a contract modification which requires a Timber Sale Contract Amendment.

- 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, or at a rate of \$50.00 per sawtimber tree and \$25.00 per pole sized tree, whichever is greater.

## 4 - Transportation

- 4.1 Construction
  - 4.1.6 Road construction (4/24)

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. Contact the Sale Administrator for specific details of design and placement.

### 4.1.11 - Permits (2/12)

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

### 4.2 - Maintenance

### 4.2.1 - Hauling restriction (12/08)

Hauling may be restricted on forest roads by the Unit Manager or his/her representative. The restriction may occur during spring breakup or during wet weather conditions.

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

To maintain roads, fill material may be needed in areas where "holes" exist or may be expected to develop. This fill material should be placed before trucking begins. Any fill material brought into the Sale Area to maintain or repair roads must be free of weeds and vegetation. Only approved materials such as limestone and crushed gravel may be used as fill. Contact the Sale Administrator for approval before placing any fill. Purchaser will be responsible for all removal and repair costs if unapproved fill is utilized in road repair and maintenance.

4.2.5 - Two wheel drive condition (2/04)

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

#### 4.4 - Access

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

### 5 - Operations

5.2 - Conduct of Operations

5.2.1 - Slash

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

#### 5.2.2 - Hazard Trees/Snags

5.2.2.1 - Den trees (10/16)

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

### 5.2.3 - Operating Restrictions

5.2.3.3 - Bark slippage restriction (3/09)

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

5.2.3.6 - Bark beetle restriction (12/08) In the event drought creates a high risk of pine bark beetle infestation, pine is not to be cut during the period March 1 through July 1, unless all portions of trees greater than two inches in diameter are removed from the sale area, reduced to chips, or treated to the satisfaction of the Unit Manager or his/her representative, within fifteen days of being severed from the stump. Pine log decks, pulpwood piles and treetops that are piled for chipping in the fall or winter within a 1/4 mile of susceptible sites must be removed before March 15. Residual slash must not be placed in piles or rows and must be spread over the site for quick drying. The Department of Natural Resources will exercise this specification if the risk of damage warrants.

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

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

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

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

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

The Shore to Shore Trail is shown on the Timber Sale Map. Do not cut trees or damage posts with yellow ORV markers. All stumps within 5 feet of the trail must be cut flush with the ground. Maintain a 20-foot-wide slash and debris zone daily using the ORV trail or route as the center line. Skidding across the trail is permitted. Skidding along the trail is not permitted.

### 5.6 - Debris and Waste Material

### 5.6.2 - GNA, equipment cleaning (4/24)

(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.

### 5.7 - Protection of Historical Sites

### 5.7.2 - Potential historical site(s) (9/06)

The State Historic Preservation Office has identified the potential for a historic site within the boundary of this timber sale. Note that if the site is discovered during operations, General Condition and Requirement 5.7 - Protection of Historical Sites will apply.

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

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

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

### 7 - Other Conditions

#### SKIP

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

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

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

### 7.3 - Contract Modifications

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

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

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

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

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

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

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

(i) a no cost contract extension,

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

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

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

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

#### 7.5 - Loss

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

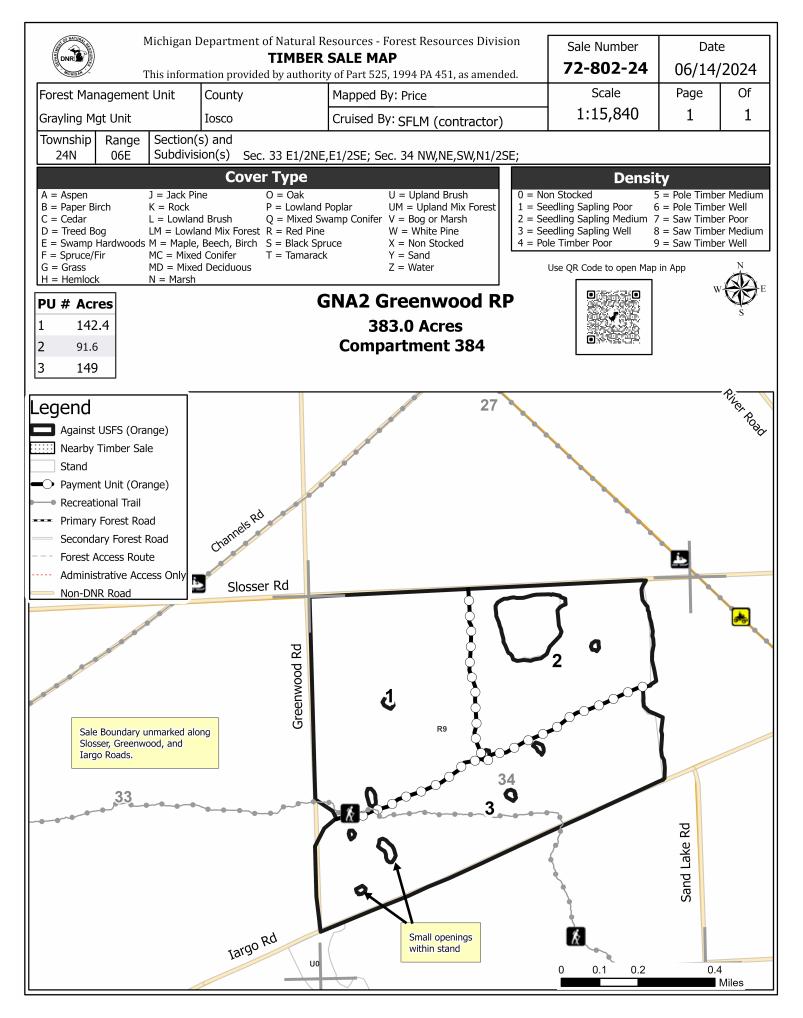
If Included Timber is destroyed or damaged by an unexpected event that changes the nature of Included Timber, such as wind, flood, insects, disease, or similar cause, the Purchaser shall bear the timber value loss resulting from such destruction or damage.

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

#### 7.10 - Certified Timber

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

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



## TIMBER SALE INFORMATION

#### GNA2 LaNina KW (72-811-24)

T25N, R03E, SEC. 16; T25N, R03E, SEC. 17; T25N, R03E, SEC. 18; T25N, R03E, SEC. 20; T25N, R03E, SEC. 21; T25N, R03E, SEC. 22; T25N, R03E, SEC. 23; T25N, R03E, SEC. 24; T25N, R03E, SEC. 27; T25N, R03E, SEC. 28; T25N, R03E, SEC. 29.

SALE NOTE: 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. Sale includes timing restrictions for oak wilt (April 15th to July 15th), no exceptions will be granted. Forest Roads into the sale area are all sandy with some hills. Temporary forest access road is present along the Unit Line between Payment Units 1 and 2.

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	<u>ESTIMATE</u>	ESTIMATED UNITS*		ADVERTISED PRICE	
Pulpwood					
B. T. Aspen	62	Cords	\$	23.00 / Cord	
Black Cherry	16	Cords	\$	27.70 / Cord	
Jack Pine	5,082	Cords	\$	20.50 / Cord	
Northern Pin Oak	782	Cords	\$	23.05 / Cord	
Red Pine	8	Cords	\$	49.90 / Cord	

\* The total volume is statistically estimated within plus (+) or minus (-) 9.89 percent. There are an estimated 5,952 cords on this timber sale, plus or minus 589 cords at the 95% confidence level. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

#### BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of \$6,224.00 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	36.7%
02	21.3%
03	7.5%
04	17.5%
05	1.8%
06	9.2%
07	5.3%
08	0.7%

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

5. Operations on the contract issued will terminate on 06/30/2029.

#### SALE STATISTICS

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

#### SALE VOLUMES

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

VOL	UME		STATISTICAL RANGE IN CORDS	
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM MAXIMUM	
470,232	5,952	9.89%	5,363	6,541

#### **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
26	388,505	4,918	10.90%	4,382	5,454
99	78,363	992	25.33%	741	1,243
100	3,365	43	58.20%	18	67
TOTAL:	470,232	5,952		5,140	6,764

#### 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
26	496.3	1	219.4
		2	127.5
		3	44.7
		4	104.7
99	130.3	5	14.7
		6	73.3
		7	42.3
100	40.7	8	40.7
TOTAL:	667.3		667.3

# DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	B. T. Aspen	Pulpwood	28	Cords	219.4	\$45,639.50
	B. T. Aspen	Sawtimber	3.9	MBF		
	B. T. Aspen	Pulpwood	20	Cords		
	Black Cherry		8	Cords		
	Jack Pine		1,790	Cords		
	Northern Pin Oak		344	Cords		
	Red Pine		3	Cords		
2	B. T. Aspen	Pulpwood	16	Cords	127.5	\$26,529.10
	B. T. Aspen	Sawtimber	2.3	MBF		
	B. T. Aspen	Pulpwood	11	Cords		
	Black Cherry		4	Cords		
	Jack Pine		1,041	Cords		
	Northern Pin Oak		200	Cords		
	Red Pine		2	Cords		
3	B. T. Aspen	Pulpwood	6	Cords	44.7	\$9,311.60
	B. T. Aspen	Sawtimber	0.8	MBF		
	B. T. Aspen	Pulpwood	4	Cords		
	Black Cherry		1	Cords		
	Jack Pine		365	Cords		
	Northern Pin Oak		70	Cords		
	Red Pine		1	Cords		
4	B. T. Aspen	Pulpwood	13	Cords	104.7	\$21,789.60
	B. T. Aspen	Sawtimber	1.9	MBF		
	B. T. Aspen	Pulpwood	9	Cords		
	Black Cherry		3	Cords		
	Jack Pine		855	Cords		
	Northern Pin Oak		164	Cords		
	Red Pine		2	Cords		
5	Jack Pine	Pulpwood	112	Cords	14.7	\$2,296.00
6	Jack Pine	Pulpwood	558	Cords	73.3	\$11,439.00
7	Jack Pine	Pulpwood	322	Cords	42.3	\$6,601.00
8	Jack Pine	Pulpwood	39	Cords	40.7	\$891.70
	Northern Pin Oak	-	4	Cords		
	-	TOTAL:	5,951	Cords		

#### Sale Specific Conditions & Requirements

#### Sale Name: GNA2 LaNina KW

#### Sale Number: 72-811-24 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 forest service are marked with orange paint, with the exception of the western boundary of Payment Unit 1 which is unpainted and identified by Eggleston Road. Interior Payment Unit boundaries are marked with orange paint, with the exception of the interior Payment Unit boundary between Payment Unit 1 and 4 which is unpainted and identified by Warbler Road, and the interior Payment Unit boundary between Payment Unit 2 and 3, which is unpainted and identified by Vaughn Road. Retention patches are marked with orange paint; no harvesting activities may occur within these areas. The painted boundary line trees are not Included Timber and are to be protected.

#### 2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1-4, cut all trees that are two (2) inches or more at DBH, except do not cut any red or white pine that are twelve (12) inches or more at DBH. In addition, do not cut any standing dead trees unless they pose a safety hazard. Special protection trees identified in accordance with condition 3.4.2, within clearcutting unit boundaries, are not Included Timber and are to be protected.

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

Within Payment Unit(s) 5-7, all jack pine twelve (12) inches or less at DBH are designated for cutting, regardless of merchantability.

Within Payment Unit 8, all jack pine six (6) inches or less at DBH are designated for cutting, regardless of merchantability.

2.2 - Utilization

#### 2.2.1 - Full tree skidding required (5/24)

Within Payment Unit(s) 1-4, full tree skidding is required. All trees are to be dragged from the stump to the landing, though undesignated trees, protected regeneration, and retention pockets should be avoided. This requirement is to reduce the need for additional site preparation requirements for tree planting.

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

This 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. 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 the sale is on non-certified USFS Lands.

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

Stump heights within the Sale Area shall not exceed 6 inches for all trees. This is in order 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

- 3.4 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 10% of trees (> 4.5" DBH) within a specified area of the sale are damaged, liquidated damages will be assessed for all trees damaged. Rates will be in accordance with General Condition and Requirement 3.4 Damaged Timber, or at a rate of \$50.00 per sawtimber tree and \$20.00 per pole sized tree, whichever is greater.

### 4 - Transportation

### 4.1 - Construction

### 4.1.3 - Slash and earthen piles (8/04)

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

## 4.1.6 - Road construction (4/24)

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 may need 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.

#### 4.2 - Maintenance

### 4.2.1 - Hauling restriction (12/08)

Hauling may be restricted on forest roads by the Unit Manager or his/her representative. The restriction may occur during spring breakup, or may occur during wet weather conditions. This is to protect improvements the Forest Service has made along potential haul routes.

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

To maintain roads, fill material may be needed in areas where "holes" exist or may be expected to develop. This fill material should be placed before trucking begins. Contact the Sale Administrator regarding the availability of onsite sand or gravel from adjacent State-owned lands. Fill material used must be approved by the Sale Administrator and should consist of crushed gravel or limestone.

#### 4.2.3 - Road maintenance (8/13)

The following road maintenance may be needed: Within 60 days of completion of hauling, or if no hauling occurs for 60 days, the road must be maintained and graded. This includes cleaning of drainage areas, grading, crowning and filling with gravel, if necessary. If no effort has been made within these 60 days, Damages will be assessed if grading/repair does not occur. If weather does not allow for repair work to be completed, the work must be done at the earliest possible point when conditions are favorable.

## 4.4 - Access

4.4.5 - Federal property access (3/11)

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

#### 5 - Operations

5.1 - 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 Payment Unit(s) 1-8, cutting and skidding 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.

### 5.2.3.15 - Oak wilt restriction, access roads (11/23)

Brushing of access roads to Payment Unit(s) 1-8 must be completed prior to April 15 in order to use these roads for hauling timber or moving machinery between April 15 and July 15. No exceptions will be granted. This is necessary to reduce the spread of oak wilt.

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

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

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

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

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

The Mack Lake Motorized Trail is an ORV trail or route and is shown on the Timber Sale Map. Trees with 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)

The Mack Lake Motorized Trail is a snowmobile trail and is shown on the Timber Sale Map. Do not cut or damage posts with orange trail markers or traffic control signs. If the trail is used, it must be maintained and restored to a condition equal to or better than before the sale. 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 1st. If the trail road is to be used for hauling during the snowmobile season, then a snow-covered base must be left on the trail. The snowmobile trail may not be used for any timber sale operations from December 1 to March 31, unless changed by written agreement from the Unit Manager or his/her representative. 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. All stumps within 20 feet of the snowmobile trail must be cut at ground level.

5.6 - Debris and Waste Material

### 5.6.2 - GNA, equipment cleaning (4/24)

(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.

#### 5.7 - Protection of Historical Sites

#### 5.7.2 - Potential historical site(s) (9/06)

The State Historic Preservation Office has identified the potential for a historic site within the boundary of this timber sale. Note that if the site is discovered during operations, General Condition and Requirement 5.7 - Protection of Historical Sites will apply.

#### 5.8 - Protection of Endangered Species

#### 5.8.1 - Kirtland's warbler (1) (4/24)

This sale is adjacent to a young jack pine stand which may be used by the 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.

#### 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

#### 6.2.1 - Road posting (10/20)

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

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

The Purchaser is responsible for posting and maintaining caution signs on The Mack Lake Motorized 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.

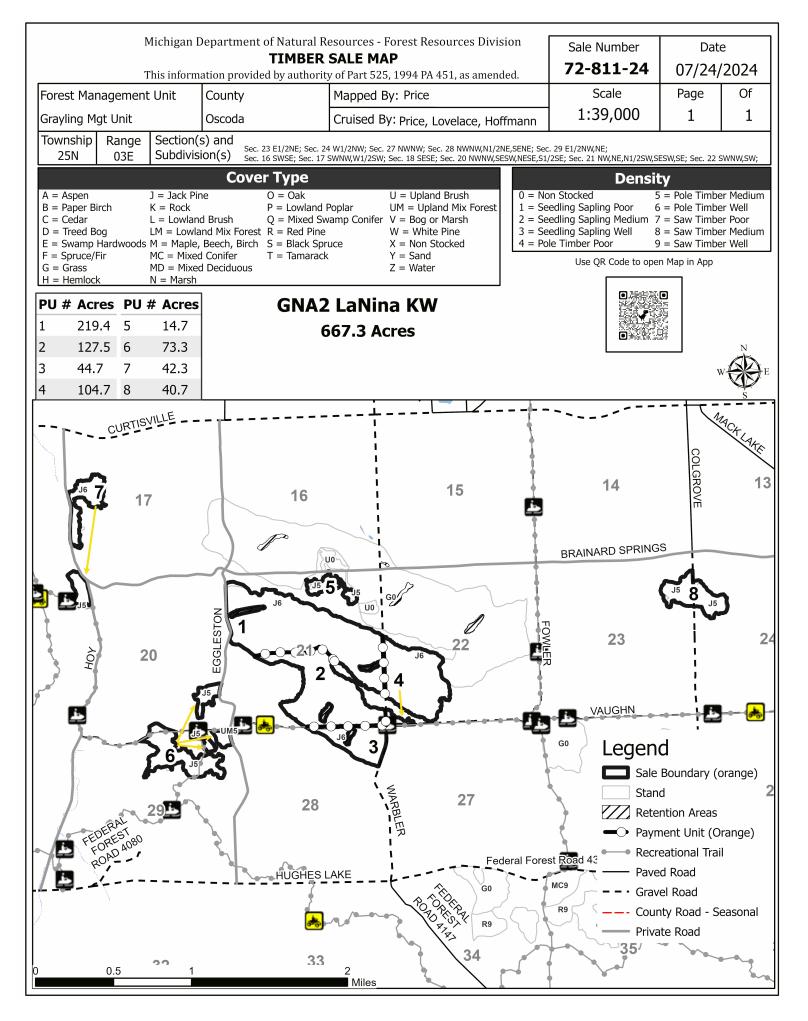
Deterioration or loss of timber value due to delay or interruption under 7.3.4 - GNA, contract suspension and modification, shall be borne by the party holding title. In this event, Included Timber to which USDA Forest Service holds title, Purchaser of the State GNA contract will not be obligated to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

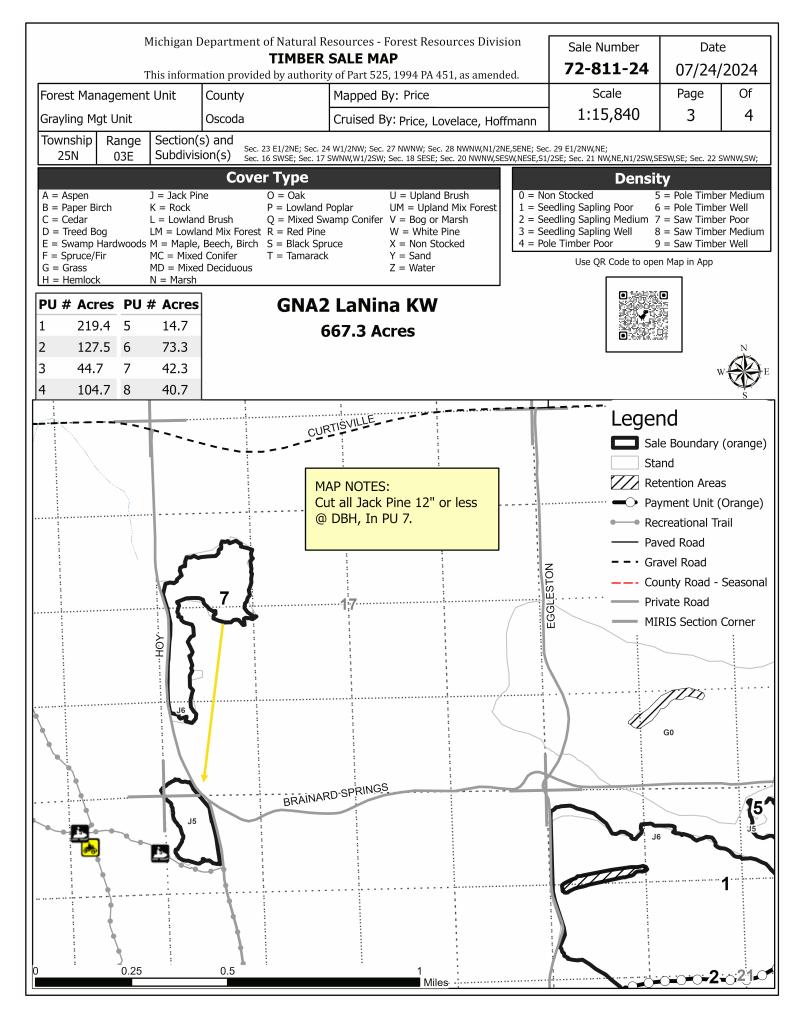
#### 7.10 - Certified Timber

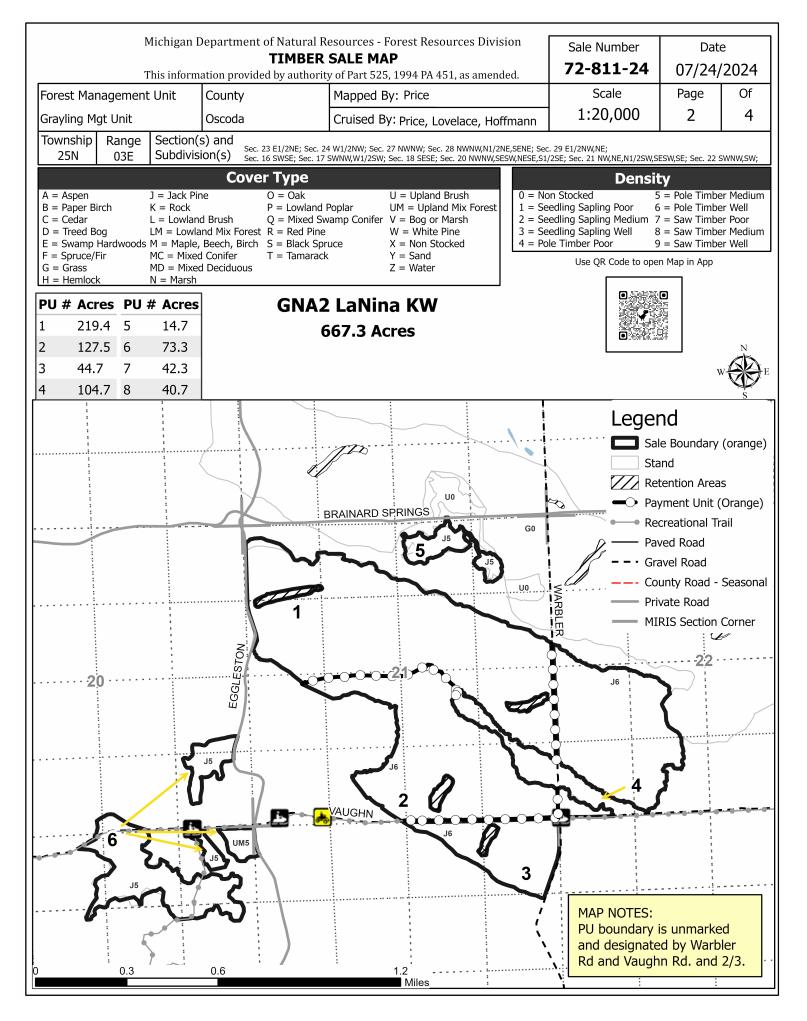
### 7.10.1 - Non-certified timber (2/16)

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.

Michigan Department of Natural Resources - Forest Resources Division <b>TIMBER SALE MAP</b> This information provided by authority of Part 525, 1994 PA 451, as amended.						Sale Number 72-811-24	Date 07/24/				
Fore	st Manag	emer		County			By: Price		Scale	Page	Of
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2	5N	03E	Subdivisi	ON(S) Sec. 16 SWSE	E; Sec. 17 SWN		N; Sec. 18 SESE; Sec. 20 NWNW,SE		/2SE; Sec. 21 NW,NE,N1/2SW,S		SWNW,SW;
B = F C = 0 D = 7 E = 9 F = 9 G = 0	Aspen Paper Birch Cedar Treed Bog Swamp Harc Spruce/Fir Grass Hemlock	lwood		P = L I Brush $Q = N$ and Mix Forest $R = R$ Beech, Birch $S = B$ Conifer $T = T$	Dak owland Pop 1ixed Swam Red Pine	p Conife	U = Upland Brush UM = Upland Mix Forest er V = Bog or Marsh W = White Pine X = Non Stocked Y = Sand Z = Water	1 = Se 2 = Se 3 = Se	edling Sapling Poor 6 edling Sapling Medium 7 edling Sapling Well 8	= Pole Timbe = Pole Timbe = Saw Timbe = Saw Timbe = Saw Timbe	er Well er Poor er Medium
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## TIMBER SALE INFORMATION

#### GNA2 Canoe Camp KW (72-819-24)

T26N, R02W, SEC. 26; T26N, R02W, SEC. 27; T26N, R02W, SEC. 34; T26N, R02W, SEC. 35. Crawford County (Advertised Price \$86,689.65)

SALE NOTE: This sale is is on Non-Certified land owned and managed by the USFS prepared under GNA. The Shore to Shore Equestrian Trail is present within the sale area. The majority of the sale is flat and is well marked for access and operability. Rolling hills are present in Payment Unit 8 where the majority of the oak is. Oak in PU 8 ranges from fair to good quality. Sale has additional room to bid applied for the following reasons; Payment Unit 1 has deep old planting furrows which will slow down operations and be hard on operators. Payment Unit 1 also has declining timber and should be harvested as soon as is possible. Payment Unit 7 has a requirement to cut sub-merchantable cherry along with the low volume of diameter designated (10" or less @ DBH) jack pine. Payment Units 2, 4, 5, and 6 have HRD restrictions. The entire sale is Oak Wilt restricted April 15th through July 15th. The approach to Chase Bridge Road on FR 1001 has to be armored with a minimum of 6 inches of gravel.

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

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

PRODUCTS & SPECIES	ESTIMATE	D UNITS*	ADV	ERTISED PRICE
Sawtimber				
Black/Red (Hybrid) Oak	39.0	MBF	\$	88.00 / MBF
Quaking Aspen	23.2	MBF	\$	54.00 / MBF
Red Maple	9.7	MBF	\$	57.00 / MBF
Red Oak	2.6	MBF	\$	100.00 / MBF
Red Pine	30.6	MBF	\$	82.00 / MBF
White Oak	18.8	MBF	\$	74.00 / MBF
Pulpwood				
Jack Pine	1,713	Cords	\$	15.75 / Cord
Mixed Aspen	109	Cords	\$	17.70 / Cord
Mixed Oak	310	Cords	\$	17.70 / Cord
Red Maple	104	Cords	\$	21.30 / Cord
Red Pine	1,057	Cords	\$	38.40 / Cord
White Pine	6	Cords	\$	15.25 / Cord

\* The total volume is statistically estimated within plus (+) or minus (-) 12.13 percent. There are an estimated 3,592 cords on this timber sale, plus or minus 436 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 \$4,334.00 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	31.3%
02	9.0%
03	7.8%
04	19.4%
05	1.6%
06	14.8%
07	0.9%
08	15.2%

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

5. Operations on the contract issued will terminate on 03/31/2029.

#### SALE STATISTICS

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

#### SALE VOLUMES

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

VOL	UME		STATISTICAL RANGE IN CORDS		
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM	
283,749	3,592	12.13%	3,156	4,028	

#### **VDU VOLUMES**

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

	VOLUME			RANGE IN CORDS	
VDU	TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
5	117,140	1,483	19.68%	1,191	1,775
8	17,451	221	0.00%	221	221
13	26,688	338	39.38%	205	471
14	35,587	450	32.09%	306	595
16	35,139	445	35.01%	289	601
19	3,031	38	159.83%	0	100
23	3,920	50	82.19%	9	90
221	44,793	567	26.73%	415	719
TOTAL:	283,749	3,592		2,636	4,571

#### 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
5	121.6	1	121.6
8	19.8	2	19.8
13	23.0	6	23.0
14	31.5	4	31.5
16	37.5	1	9.9
		3	27.6
19	3.7	5	3.7
23	27.0	7	27.0
221	51.5	8	51.5
TOTAL:	315.6		315.6

# DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)

1	White Oak	Sawtimber	3.3	MBF	131.5	<b>**</b>
		Carransei	5.5		131.5	\$27,131.10
	Jack Pine	Pulpwood	1,410	Cords		
	Mixed Aspen		53	Cords		
	B. T. Aspen		1	Cords		
	Quaking Aspen		52	Cords		
	Mixed Oak		53	Cords		
	Northern Pin Oak	Sawtimber	7.7	MBF		
	Northern Pin Oak	Pulpwood	27	Cords		
	White Oak		11	Cords		
	Red Pine		73	Cords		
2	Quaking Aspen	Sawtimber	0.5	MBF	19.8	\$7,798.30
2	Red Pine	Cawaniber	8.5	MBF	13.0	φ1,130.00
	Jack Pine	Pulpwood	24	Cords		
		Fulpwood				
	Mixed Aspen		3	Cords		
	Quaking Aspen		3	Cords		
	Red Pine		173	Cords		
3	White Oak	Sawtimber	2.7	MBF	27.6	\$6,731.70
	Jack Pine	Pulpwood	210	Cords		
	Mixed Aspen		30	Cords		
	B. T. Aspen		2	Cords		
	Quaking Aspen		28	Cords		
	Mixed Oak		22	Cords		
	Northern Pin Oak		16	Cords		
	White Oak		6	Cords		
	Red Pine		60	Cords		
4	Red Pine	Sawtimber	5.1	MBF	31.5	\$16,845.45
-	Jack Pine	Pulpwood	19	Cords		<i> </i>
	Red Pine		420	Cords		
5	Jack Pine	Pulpwood	2	Cords	3.7	\$1,413.90
Ĵ	Red Pine		36	Cords	•	¢.,
6	Red Oak	Sawtimber	2.6	MBF	23.0	\$12,846.10
Ũ	Red Pine	Cawamber	17.0	MBF	20.0	φ12,040.10
	Mixed Oak	Pulpwood	1	Cords		
	Red Oak	i upwood	1	Cords		
	Red Pine		, 291	Cords		
_		<b>.</b>			07.0	A777.00
7	Jack Pine	Pulpwood	48	Cords	27.0	\$777.30
	Red Maple		1	Cords		
8	Black/Red (Hybrid	Sawtimber	39.0	MBF	51.5	\$13,145.80
	Quaking Aspen		22.7	MBF		
	Red Maple		9.7	MBF		
	White Oak		12.8	MBF		
	Mixed Aspen	Pulpwood	23	Cords		
	Quaking Aspen		23	Cords		
	Mixed Oak		234	Cords		
	/Red (Hybrid) Oak		120	Cords		
	Red Oak		17	Cords		
	White Oak		97	Cords		
	Red Maple		103	Cords		
	Red Pine		4	Cords		
	White Pine		6	Cords		
			<b>J</b>	1		1
•		TOTAL:	123.9	MBF		

#### Sale Name: GNA2 Canoe Camp KW

Sale Number: 72-819-24 Seq#: 2

#### 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 or are unmarked and identified by roads. Exterior sale boundary lines against private property and against USFS are identified by vertical orange lines, with the exception of the west boundary of Payment Unit 1, which is unmarked and identified by Chase Bridge Road (see Timber Sale Map). Interior Payment Unit boundaries are identified by orange chevrons on both sides of trees, with the exception of the boundaries between Payment Units 1 & 2 and 1 & 3, which are unmarked and identified by FR 1001. Retention patches are marked with orange paint; no harvesting activities may occur within these areas. The painted boundary line trees are not Included Timber and are to be protected.

### 2 - Timber Specifications

### 2.1 - Included Timber

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

Within Payment Unit(s) 1 and 3, cut all trees that are two (2) inches or more at DBH, except do not cut any red and white pine that are 19 inches or greater at DBH.

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

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

Within Payment Unit(s) 7, all jack pine less than 10 inches at DBH, and all cherry less than 3 inches at DBH, are designated for cutting regardless of merchantability.

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

Within Payment Unit(s) 8, cut all trees that are two (2) inches or more at DBH, except do not cut any red or white pine 19 inches or greater at DBH, or any trees marked with orange paint above and below stump height.

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

Within Payment Unit(s) 2 & 4-6, all trees which meet minimum piece specifications in 2.2 Utilization, within designated plantation rows are designated for cutting. Designated plantation rows are identified by blue paint at the edge of the row (with blue marked confidence trees down each row) and follow a take two, leave three pattern. In addition, all trees marked with blue paint are designated for cutting.

#### 2.2 - Utilization

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

Payment Units 1 and 3 must be chip harvested to facilitate subsequent planting operations in order 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 in order 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 the sale area is on non-certified USFS Lands prepared under the GNA program.

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

Stump heights within Payment Unit(s) 1, 3 and 7 shall not exceed 6 inches for all trees. This is in order 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 10% of trees (> 4.5" DBH) within a specified area of the sale are damaged, liquidated damages will be assessed for all trees damaged. Rates will be in accordance with General Condition and Requirement 3.4 Damaged Timber.

## 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 "Legacy Pines" which are identified as red or white pine having a DBH of 19 inches or greater. If the Purchaser's operations have cut or damaged special protection trees through carelessness, the Purchaser shall pay \$300.00 as fixed, agreed and liquidated damages for each special protection tree cut or damaged. Such payment does not constitute ownership of the undesignated timber.

### 3.4.3 - Special Protection Areas (8/11)

The Purchaser shall protect special protection areas from damage by the Purchaser's operations. Special protection areas are marked with a green boundary line. The Purchaser shall not cut live or dead trees within special protection area. No operations are permitted in the special protection area. If the Purchaser's operations have cut or damaged special protection areas through carelessness, the Purchaser shall pay \$1000.00 as fixed, agreed and liquidated damages for each acre or part thereof cut or damaged. Such payment does not constitute ownership of the undesignated timber.

### 4 - Transportation

### 4.1 - Construction

4.1.3 - Slash and earthen piles (8/04)

Piles or windrows of earth along roads and landings that have been widened or constructed shall be leveled. Slash from road maintenance or construction, including stumps, shall be utilized in temporary access road closure, chipped, utilized or otherwise removed from the sale.

## 4.1.4 - Timber removed for construction (3/23)

Trees cut or damaged in the process of pre-approved road, landing or skid trail construction will be decked in an area separate from other Designated Timber and not removed until measured by the sale administrator. Payment will be made at contract prices or average prices, if not on the contract.

### 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 25 feet back from the road edge. Stumps shall be set upright, not left on edge, and be moved at least 25 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. 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.

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

The following road work is required if the Purchaser uses FR 1001 to access the sale: The existing entranceway onto Chase Bridge Road from FR 1001 will need to be upgraded/hardened to avoid damaging Chase Bridge Road. (This will require six plus inches of crushed gravel at a minimum for at least 50 feet). Contact the Sale Administrator with questions. This has been factored into the bid price.

### 4.1.11 - Permits (2/12)

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

### 4.2 - Maintenance

## 4.2.2 - Fill material (4/07)

To maintain roads, fill material may be needed in areas where "holes" exist or may be expected to develop. This fill material should be placed before trucking begins. Contact the Sale Administrator regarding materials approved to be utilized as fill. No fill may be utilized without prior approval from Sale Administrator. Use of unapproved fill material (wood chips, straw, hay, etc.), will be the responsibility of the Purchaser to remove. The use of unapproved fill will result in negative contract performance documentation and damages will be assessed.

### 4.2.3 - Road maintenance (8/13)

The following road maintenance is required: Within 60 days of completion of hauling, or if no hauling occurs for 60 days, the road must be maintained and graded. This may include cleaning of drainage areas, grading, crowning and filling with gravel, if necessary. Damages will be assessed if grading/repair does not occur. This is to protect improvements to FR 1001.

## 4.2.4 - Grading (10/16)

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

## 4.2.5 - Two wheel drive condition (2/04)

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

## 5 - Operations

## 5.1 - 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

5.2.1 - Slash

5.2.1.8 - Slash height (12/08)

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

### 5.2.2 - Hazard Trees/Snags

5.2.2.1 - Den trees (10/16)

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

### 5.2.3 - Operating Restrictions

5.2.3.3 - Bark slippage restriction (3/09)Within Payment Unit(s) 2, 4-6 and 8, 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) 1-8, 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) 2 and 4-6, are restricted to the period of January 1st through February 28th. Cutting may only occur outside this period with written permission of the Unit Manager or with the application of a preventative pesticide. Consultation with a forest health specialist will determine if cutting can occur prior to January 1 without pesticide application, dependent upon current and forecasted snow cover. Cellu-Treat and RotStop C are currently the only EPA registered products available in the United States for the control of Heterobasidion. Both products are a water-soluble powder that must be applied to the stump, in accordance with the product label. Dye must be added to these products to provide visible evidence of adequate coverage. Application of these pesticides requires licensing by the Michigan Department of Agriculture and Rural Development. All applicators are required to: provide to the Sale Administrator notification of application per requirements in 40 CFR 170.120; and document and provide to the Sale Administrator annually, by December 31 and prior to closure of sale, the volume of product used and acres treated.

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

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

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

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

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

The Shore to Shore Equestrian Trail is a Horse 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. Do not operate equipment along the trail during scheduled trail rides. The Sale Administrator will provide a minimum of two weeks' notice of when scheduled trail rides are to occur.

#### 5.4 - Soil Protection

### 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 (4/24)

(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.

- 5.7 Protection of Historical Sites
  - 5.7.1 Historical sites (7/12)

The Purchaser shall not cut live or dead trees or operate equipment within historical sites. Historical sites are adjacent to the Sale Area. The Purchaser shall protect historical sites from damage by the Purchaser's operations. If Purchaser's operations have cut or damaged historical sites through carelessness, the Purchaser shall pay \$1000.00 as fixed, agreed and liquidated damages for each acre or part thereof cut or damaged.

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 Chase Bridge Road and FR 1001 prior to beginning operations. The road must be posted at appropriate distances from the Sale Area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

6.2.3 - Recreational trail posting (10/20)

The Purchaser is responsible for posting and maintaining caution signs on the Shore to Shore Equestrian 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)

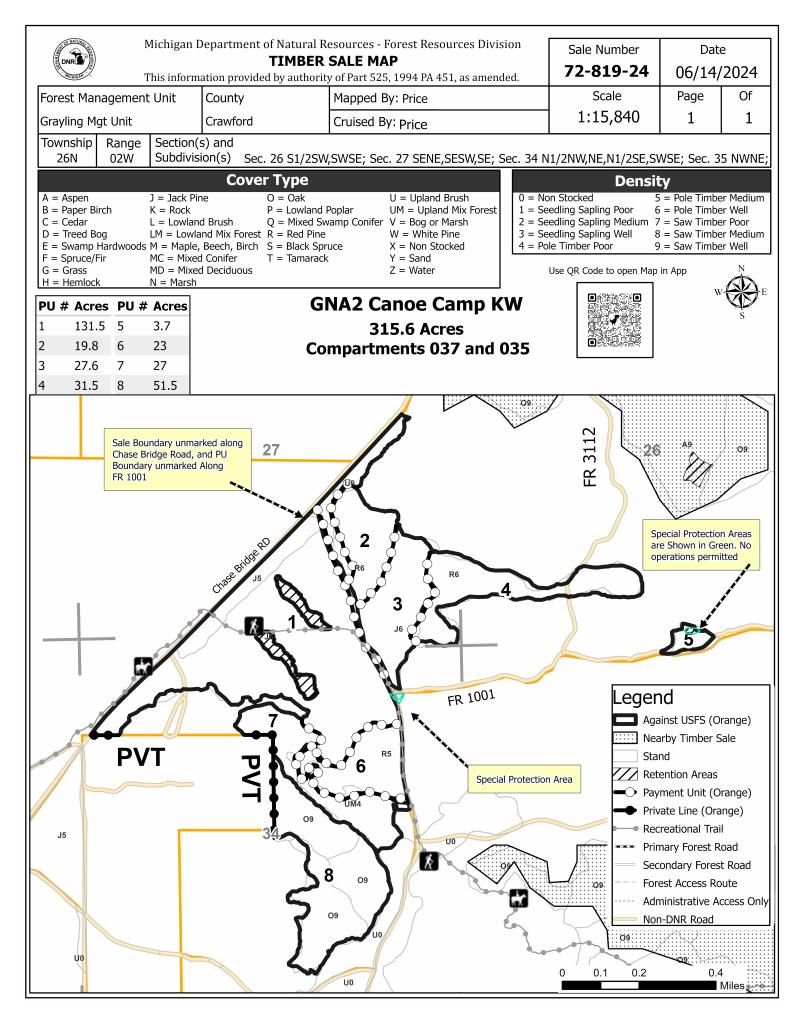
If Included Timber is destroyed or damaged by an unexpected event that changes the nature of Included Timber, such as wind, flood, insects, disease, or similar cause, the Purchaser shall bear the timber value loss resulting from such destruction or damage.

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 Canoe Camp South (72-841-24)

T26N, R01W, SEC. 31; T26N, R02W, SEC. 35; T26N, R02W, SEC. 36. Crawford County (Advertised Price \$216,029.25)

SALE NOTE: Sale is on well drained rolling hills. Access may be through federal land or through state and federal land. Access to Sale Area will require opening closed roads or improving existing roads. If Forest Road 1001 is used to haul out to Chase Bridge Road, there is a requirement to armor the approach to Chase Bridge Road with at least 6 inches of gravel or crushed limestone. Forest Road 1001 has recently been improved and is protected in specs. Hybrid Oak ranges from fair to good quality. Northern pin oak is of average quality for the area (poor to fair). Hard oak wilt spec per USFS requirement. Notify Sale Administrator immediately if any Raptor Nests are found during operations. Condition 5.2.3.14 (Heterobasidion Root Disease Restriction) only applies if red pine or white pine must be cut for improving access roads, landing locations, or operability in Payment Units 7, 8 and 9. Red pine and white pine are not Included Timber and are to be protected throughout the sale.

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 private or 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*		<u>ADV</u>	ADVERTISED PRICE	
Sawtimber					
Black/Red (Hybrid) Oak	1,110.7	MBF	\$	88.00 / MBF	
Quaking Aspen	388.3	MBF	\$	54.00 / MBF	
Red Maple	84.3	MBF	\$	57.00 / MBF	
White Oak	52.6	MBF	\$	74.00 / MBF	
Pulpwood					
Jack Pine	95	Cords	\$	15.75 / Cord	
Mixed Hardwood	3,527	Cords	\$	21.30 / Cord	
Quaking Aspen	678	Cords	\$	17.70 / Cord	

\* The total volume is statistically estimated within plus (+) or minus (-) 7.03 percent. There are an estimated 8,131 cords on this timber sale, plus or minus 572 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 \$10,801.00 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	8.0%
02	4.7%
03	8.3%
04	9.2%
05	21.1%
06	14.2%
07	11.0%
08	6.9%
09	12.4%
10	1.6%
11	2.6%

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

5. Operations on the contract issued will terminate on 03/31/2029.

#### 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	DS PERCENT ERROR MINIMUM MAXIN		MAXIMUM
642,377	8,131	7.03%	7,559	8,704

### **VDU VOLUMES**

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

	VOLUME			RANGE II	N CORDS
VDU	TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
2	34,118	432	31.85%	294	569
4	133,085	1,685	13.33%	1,460	1,909
11	61,646	780	31.17%	537	1,024
15	11,356	144	44.70%	79	208
16	17,964	227	45.16%	125	330
19	66,743	845	23.21%	649	1,041
24	7,881	100	62.01%	38	162
25	47,720	604	23.10%	464	744
26	19,490	247	61.02%	96	397
29	10,690	135	67.93%	43	227
30	50,972	645	20.72%	512	779
31	50,618	641	21.60%	502	779
34	70,054	887	22.70%	685	1,088
119	31,970	405	33.11%	271	539
124	28,069	355	33.13%	238	473
TOTAL:	642,377	8,131		5,994	10,269

## 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	25.7	5	24.4
		6	1.3
4	104.3	5	39.2
		6	65.1
11	40.5	4	40.5
15	16.8	1	13.1
		2	3.7
16	16.8	1	16.8
19	54.9	1	13.6
		3	41.3
24	12.8	1	12.8
25	38.8	4	2.3
		5	36.2
		9	0.3
26	6.9	11	6.9
29	13.4	10	13.4
30	36.5	9	36.5
31	37.9	7	37.9
34	77.0	7	26.8
		8	50.2
119	34.5	2	34.5
124	24.1	8	0.1
		9	24.0
TOTAL:	540.9		540.9

# DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Black/Red (Hybrid	Sawtimber	77.2	MBF	56.3	\$17,267.05
	/Red (Hybrid) Oak		70.5	MBF		
	Northern Pin Oak		6.7	MBF		
	Quaking Aspen		72.3	MBF		
	White Oak		14.1	MBF		
	Jack Pine	Pulpwood	7	Cords		
	Jack Pine		7	Cords		
	Mixed Hardwood		226	Cords		
	/Red (Hybrid) Oak		90	Cords		
	Northern Pin Oak		8	Cords		
	Red Maple		69	Cords		
	White Oak		59	Cords		
	Quaking Aspen		34	Cords		
2	Black/Red (Hybrid	Sawtimber	15.2	MBF	38.2	\$10,124.90
	/Red (Hybrid) Oak		8.0	MBF		
	Northern Pin Oak		7.2	MBF		
	Quaking Aspen		42.3	MBF		
	White Oak		14.1	MBF		
	Mixed Hardwood	Pulpwood	194	Cords		
	/Red (Hybrid) Oak		8	Cords		
	Northern Pin Oak		47	Cords		
	Red Maple		112	Cords		
	White Oak		27	Cords		
	Quaking Aspen		75	Cords		
3	Black/Red (Hybrid	Sawtimber	114.6	MBF	41.3	\$18,028.20
0	/Red (Hybrid) Oak	Cawtimber	113.7	MBF	41.5	φ10,020.20
	Northern Pin Oak		0.9	MBF		
	Quaking Aspen		36.3	MBF		
	White Oak		2.1	MBF		
	Mixed Hardwood	Pulpwood	252	Cords		
	/Red (Hybrid) Oak	Fulpwood	141	Cords		
	Northern Pin Oak		3	Cords		
			3 84			
	Red Maple			Cords		
	White Oak		24	Cords		
4	Quaking Aspen	Courting have	26	Cords	40.0	¢40.000.00
4	Black/Red (Hybrid	Sawumber	79.0	MBF	42.8	\$19,836.30
	/Red (Hybrid) Oak		79.0	MBF		
	Quaking Aspen		54.4	MBF		
	Red Maple		5.6	MBF		
	White Oak	Dulau I	0.1	MBF		
	Mixed Hardwood	Pulpwood	268	Cords		
	/Red (Hybrid) Oak		106	Cords		
	Red Maple		143	Cords		
	White Oak		19	Cords		
	Quaking Aspen		221	Cords		• •
5	Black/Red (Hybrid	Sawtimber	291.5	MBF	99.8	\$45,625.00
	/Red (Hybrid) Oak		291.5	MBF		
	Quaking Aspen		53.3	MBF		
	Red Maple		19.5	MBF		
	White Oak		3.4	MBF		
	Mixed Hardwood	Pulpwood	707	Cords		
	Sugar Maple	Sawtimber	1.9	MBF		
	/Red (Hybrid) Oak	Pulpwood	421	Cords		
	Red Maple		234	Cords		
	Sugar Maple		2	Cords		
	White Oak		46	Cords		

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
5 con't	Quaking Aspen	Pulpwood	38	Cords	AGINEO	ADVENTIOE I NICE
6	Black/Red (Hybrid	Sawtimber	201.0	MBF	66.4	\$30,674.90
0	/Red (Hybrid) Oak	Sawumber	201.0	MBF	00.4	ą30,074.90
			207.0	MBF		
	Quaking Aspen		20.0 20.5	MBF		
	Red Maple White Oak		20.5	MBF		
	Mixed Hardwood	Pulpwood	462	Cords		
	Sugar Maple	Sawtimber	402 0.1	MBF		
			306	Cords		
	/Red (Hybrid) Oak	Pulpwood				
	Red Maple White Oak		131 25	Cords Cords		
	Quaking Aspen		32	Cords	047	<b>#00.000.1</b> 5
7	Black/Red (Hybrid	Sawtimber	92.6	MBF	64.7	\$23,699.45
	/Red (Hybrid) Oak		89.8	MBF		
	Northern Pin Oak		2.8	MBF		
	Quaking Aspen		18.7	MBF		
	Red Maple		13.5	MBF		
	White Oak		7.8	MBF		
	Jack Pine	Pulpwood	31	Cords		
	Jack Pine	Sawtimber	1.9	MBF		
	Jack Pine	Pulpwood	27	Cords		
	Mixed Hardwood		545	Cords		
	/Red (Hybrid) Oak		303	Cords		
	Northern Pin Oak		21	Cords		
	Red Maple		160	Cords		
	White Oak		61	Cords		
	Quaking Aspen		62	Cords		
8	Black/Red (Hybrid	Sawtimber	65.6	MBF	50.3	\$14,827.35
	/Red (Hybrid) Oak		60.4	MBF		
	Northern Pin Oak		5.2	MBF		
	Quaking Aspen		8.3	MBF		
	Red Maple		25.2	MBF		
	White Oak		5.9	MBF		
	Jack Pine	Pulpwood	57	Cords		
	Jack Pine	Sawtimber	3.6	MBF		
	Jack Pine	Pulpwood	50	Cords		
	Mixed Hardwood		264	Cords		
	/Red (Hybrid) Oak		96	Cords		
	Northern Pin Oak		39	Cords		
	Red Maple		92	Cords		
	White Oak		37	Cords		
	Quaking Aspen		12	Cords		
9	Black/Red (Hybrid	Sawtimber	147.2	MBF	60.8	\$26,840.30
	/Red (Hybrid) Oak		147.2	MBF		
	Quaking Aspen		36.5	MBF		
	White Oak		0.9	MBF		
	Mixed Hardwood	Pulpwood	484	Cords		
	/Red (Hybrid) Oak		324	Cords		
	Red Maple		134	Cords		
	White Oak		26	Cords		
	Quaking Aspen		87	Cords		
10	Black/Red (Hybrid	Sawtimber	16.8	MBF	13.4	\$3,431.10
10	/Red (Hybrid) Oak	Carringo	16.8	MBF	10.4	ψ0,-01.10
	Quaking Aspen		2.2	MBF		
	Mixed Hardwood	Pulpwood	62	Cords		
	/Red (Hybrid) Oak		02 22	Cords		
			22	Corus	1	1

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
10 con't	Red Maple	Pulpwood	38	Cords		
	White Oak		2	Cords		
	Quaking Aspen		29	Cords		
11	Black/Red (Hybrid	Sawtimber	10.0	MBF	6.9	\$5,674.70
	/Red (Hybrid) Oak		10.0	MBF		
	Quaking Aspen		38.0	MBF		
	White Oak		4.1	MBF		
	Mixed Hardwood	Pulpwood	63	Cords		
	/Red (Hybrid) Oak		24	Cords		
	Red Maple		30	Cords		
	White Oak		9	Cords		
	Quaking Aspen		62	Cords		
		TOTAL:	1,635.9	MBF		
		TOTAL:	4,300	Cords		

## Sale Name: GNA2 Canoe Camp South

Sale Number: 72-841-24 Seq#: 2

### 1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (9/19)

The sale boundary and Payment Unit boundaries are marked and identified by orange paint. Exterior sale boundary lines against private property are marked with orange paint. Exterior sale boundary lines against state are marked with orange paint. Exterior sale boundary lines against forest service are marked with orange paint. Interior Payment Unit boundaries are marked with orange paint on both sides of trees. 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 not Included Timber and are to be protected.

# 2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 11, cut all red maple and aspen trees that are two (2) inches or more at DBH. In addition, cut all oak trees that are greater than eight (8) inches at DBH.

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

Within Payment Unit(s) 1-10, all trees which meet minimum piece specifications in 2.2 Utilization are designated for cutting, except do not cut any red pine, white pine, or any trees marked with orange paint above and below stump height. In addition, cut all red maple trees that are two (2) inches or more at DBH.

## 2.2 - Utilization

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

Within Payment Unit(s) 1-10, chipping of limbs or tops is not permitted. Limbs and the remaining top must be left on site and scattered. To deter deer browse, tops shall not be broken down and shall be scattered over stumps, where possible.

# 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) 1-9 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, or at a rate of \$50.00 per sawtimber tree and \$25.00 per pole sized tree, whichever is greater.

### 4 - Transportation

4.1 - Construction

### 4.1.3 - Slash and earthen piles (8/04)

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

## 4.1.4 - Timber removed for construction (3/23)

Trees cut or damaged in the process of pre-approved road, landing or skid trail construction will be decked in an area separate from other Designated Timber and not removed until measured by the sale administrator. Payment will be made at contract prices or average prices, if not on the contract.

## 4.1.6 - Road construction (4/24)

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

## 4.1.7 - Road closure (10/11)

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

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

The following road work is required if the Purchaser uses Chase Bridge Road to access the sale: The approach to Chase Bridge Road on Forest Road1001 must be armored with at least 6 inches of crushed gravel or limestone for 50ft, prior to removing forest products.

4.1.11 - Permits (2/12)

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

### 4.2 - Maintenance

4.2.3 - Road maintenance (8/13)

The following road maintenance may be needed: Within 60 days of completion of hauling, or if no hauling occurs for 60 days, the road must be maintained and graded. This includes cleaning of drainage areas, grading, crowning and filling with gravel, if necessary. Damages will be assessed if the grading/repair does not occur. Forest Road 1001 has been recently improved by the USFS. The road is to be maintained and repaired to equal or better condition prior to operations.

### 4.4 - Access

4.4.1 - Private property access (3/11)

Permission for access across private land is the responsibility of the Purchaser.

# 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 business days prior to the completion of active logging operations to determine clean-up and repair of landings, road edges, and the fulfillment of other contract specifications.

5.2 - Conduct of Operations

5.2.1 - Slash

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

Slash is to be disposed of as directed by the Sale Administrator. Slash is not to be chipped and should be left in the sale, either at the stump or in loose piles. To deter deer browse, slash should not be broken down or driven over where

possible.

### 5.2.2 - Hazard Trees/Snags

# 5.2.2.1 - Den trees (10/16)

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

# 5.2.3 - Operating Restrictions

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

Within Payment Unit(s) 1-11, cutting, skidding, hauling within the sale and brushing of access roads to the sale are not permitted during the period of April 15 to July 15. No exceptions will be granted. This is necessary to reduce the spread of oak wilt.

# 5.2.3.14 - Heterobasidion root disease (HRD) (3/21)

This plantation is at risk of infection by the root rot fungus, Heterobasidion irregulare. To prevent the spread of this disease, cutting operations within Payment Unit(s) 7, 8 and 9, are restricted to the period of January 1st through February 28th. Cutting may only occur outside this period with written permission of the Unit Manager or with the application of a preventative pesticide. Consultation with a forest health specialist will determine if cutting can occur prior to January 1 without pesticide application, dependent upon current and forecasted snow cover. Cellu-Treat and RotStop C are currently the only EPA registered products available in the United States for the control of Heterobasidion. Both products are a water-soluble powder that must be applied to the stump, in accordance with the product label. Dye must be added to these products to provide visible evidence of adequate coverage. Application of these pesticides requires licensing by the Michigan Department of Agriculture and Rural Development. All applicators are required to: provide to the Sale Administrator notification of application per requirements in 40 CFR 170.120; and document and provide to the Sale Administrator annually, by December 31 and prior to closure of sale, the volume of product used and acres treated. NOTE: Red pine and white pine are not Included Timber in this contract and are to be protected. This spec only applies if red pine or white pine are to be cut for operability. The Purchaser is encouraged to evaluate Payment Units for landing locations to avoid needing to remove red pine and spray stumps. Isolated areas in the Southeast portion of the sale are the biggest areas of concern where red pine density impacts sale access.

# 5.2.3.15 - Oak wilt restriction, access roads (11/23)

Brushing of access roads to Payment Unit(s) must be completed prior to April 15 in order to use these roads for hauling timber or moving machinery between April 15 and July 15. No exceptions will be granted. This is necessary to reduce the spread of oak wilt.

# 5.2.29 - Shrub protection (1/20)

Reasonable care shall be taken to avoid cutting or damaging hawthorn, or serviceberry. These woody-shrub plants are highly beneficial to various wildlife species.

# 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.

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

The Shore to Shore Trail is a hiking and horse 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

# 5.4.2 - 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 (4/24)

(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

### 5.8.3 - Red shoulder hawk or goshawk (1) (2/16)

In the event that an active red shoulder hawk or goshawk nest is found, the contract may be amended to protect the nest site until the nest is determined to be inactive. The value of the trees in this excluded area will be refunded or credited to the Purchaser. The nest will be buffered with a five-chain radius (eight acre) protection area, centered on the nest tree, in which there will be no cutting or new roads constructed. Avoid human disturbance, including loading and skidding, in the protection area.

An additional zone of five chains (ten chains centered on the active nest tree) will be established in which there is no management activity from March 15 to July 15. Limit biomass harvesting and chipping operations within this ten-chain zone,

retain the maximum one-third of residues per the Woody Biomass Harvesting Guidelines (Michigan DNR 2010). Nests determined to be inactive will be protected with a one-chain no-harvest buffer.

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 all haul roads, including Chase Bridge Road, prior to beginning operations. The road must be posted at appropriate distances from the Sale Area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

6.2.3 - Recreational trail posting (10/20)

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

## 7 - Other Conditions

## SKIP

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

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

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

7.3 - Contract Modifications

# 7.3.2 - Modification for oak wilt (2/05)

Within the sale area, there may be patches of oak wilt. If oak wilt is identified within the sale area, this contract may be modified. The following modifications could occur: time of cutting, species to cut, volume to harvest, or various others dealing with the treatment of oak wilt. If a species is not specified in this contract, it shall be paid for at the average price received for that species and product.

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)

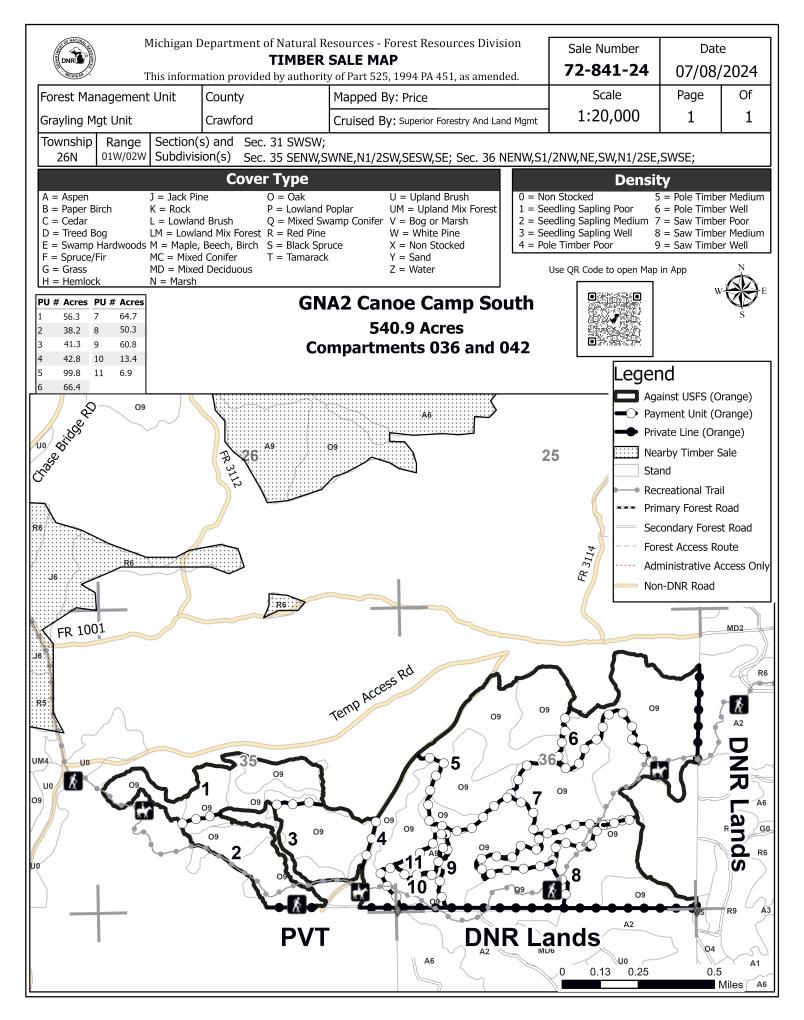
If Included Timber is destroyed or damaged by an unexpected event that changes the nature of Included Timber, such as wind, flood, insects, disease, or similar cause, the Purchaser shall bear the timber value loss resulting from such destruction or damage.

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 Sid Town RP (72-803-23)

T24N, R07E, SEC. 28; T24N, R07E, SEC. 29; T24N, R07E, SEC. 32; T24N, R07E, SEC. 33.

losco County (Advertised Price \$545,542.10)

SALE NOTE: 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. Sale includes timing restrictions for oak wilt (April 15th to July 15th), no exceptions will be granted.

Access may be through other public land.

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

PRODUCTS & SPECIES	ESTIMATED UNITS*		ADVE	ERTISED PRICE
Sawtimber				
Black/Red (Hybrid) Oak	62.9	MBF	\$	132.00 / MBF
Red Pine	1,221.0	MBF	\$	123.00 / MBF
Pulpwood				
Jack Pine	65	Cords	\$	23.65 / Cord
Mixed Hardwood	497	Cords	\$	31.95 / Cord
Quaking Aspen	42	Cords	\$	26.55 / Cord
Red Pine	6,398	Cords	\$	57.60 / Cord

\* The total volume is statistically estimated within plus (+) or minus (-) 10.96 percent. There are an estimated 10,015 cords on this timber sale, plus or minus 1,098 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 \$27,277.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule :
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
- (c) Payment for each of the following units must be made before cutting begins in that unit: PAYMENT UNIT NUMBER PERCENT OF TOTAL SALE VALUE

IT NOMBER	
01	4.2%
02	22.3%
03	7.5%
04	24.1%
05	4.5%
06	11.7%
07	25.7%

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

5. Operations on the contract issued will terminate on 06/30/2029.

### SALE STATISTICS

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

### SALE VOLUMES

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

VOLUME		VOLUME			STATISTICAL RA	ANGE IN CORDS
TOTAL CUBIC FEET TOTAL CORDS		PERCENT ERROR	MINIMUM MAXIMUM			
791,151	10,015	10.96%	8,916	11,113		

### **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
6	58,636	742	25.61%	552	932
8	37,878	479	33.33%	320	639
28	32,155	407	35.80%	261	553
36	662,482	8,386	10.46%	7,508	9,263
TOTAL:	791,151	10,015		8,642	11,388

### 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
6	33.8	3	33.8
8	22.9	5	22.9
28	22.9	1	22.9
36	431.6	2	114.9
		4	124.3
		6	60.2
		7	132.2
TOTAL:	511.2		511.2

# DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Red Pine	Sawtimber	24.1	MBF	22.9	\$23,073.00
•	Mixed Hardwood	Pulpwood	24.1	Cords	22.5	ψ20,070.00
	White Oak	Fulpwood	2	Cords		
	Red Pine		348	Cords		
2		Courtinghon		MBF	111.0	¢404.074.00
Z	Black/Red (Hybrid	Sawumber	16.7		114.9	\$121,674.60
	Red Pine	Deducerad	260.1	MBF		
	Jack Pine	Pulpwood	15	Cords		
	Jack Pine	Sawtimber	0.5	MBF		
	Jack Pine	Pulpwood	14	Cords		
	Mixed Hardwood		129	Cords		
	/Red (Hybrid) Oak		112	Cords		
	White Oak		17	Cords		
	Red Pine		1,441	Cords		
3	Red Pine	Sawtimber	90.3	MBF	33.8	\$40,817.80
	Jack Pine	Pulpwood	4	Cords		
	Jack Pine	Sawtimber	1.7	MBF		
	Jack Pine	Pulpwood	1	Cords		
	Mixed Hardwood		11	Cords		
	/Red (Hybrid) Oak		11	Cords		
	Quaking Aspen		11	Cords		
	Quaking Aspen	Sawtimber	4.4	MBF		
	Quaking Aspen	Pulpwood	2	Cords		
	Red Pine		503	Cords		
4	Black/Red (Hybrid	Sawtimber	18.1	MBF	124.3	\$131,549.35
	Red Pine		281.3	MBF		
	Jack Pine	Pulpwood	16	Cords		
	Jack Pine	Sawtimber	0.5	MBF		
	Jack Pine	Pulpwood	15	Cords		
	Mixed Hardwood		139	Cords		
	/Red (Hybrid) Oak		121	Cords		
	White Oak		18	Cords		
	Red Pine		1,558	Cords		
5	Red Pine	Sawtimber	129.7	MBF	22.9	\$24,751.65
	Jack Pine	Pulpwood	6	Cords		
	Jack Pine	Sawtimber	2.3	MBF		
	Jack Pine	Pulpwood	1	Cords		
	Quaking Aspen		31	Cords		
	Quaking Aspen	Sawtimber	4.7	MBF		
	Quaking Aspen	Pulpwood	22	Cords		
	Red Pine		136	Cords		
6	Black/Red (Hybrid	Sawtimber	8.8	MBF	60.2	\$63,776.30
	Red Pine		136.3	MBF		
	Jack Pine	Pulpwood	8	Cords		
	Jack Pine	Sawtimber	0.3	MBF		
	Jack Pine	Pulpwood	7	Cords		
	Mixed Hardwood		68	Cords		
	/Red (Hybrid) Oak		59	Cords		
	White Oak		9	Cords		
	Red Pine		755	Cords		
l I	Plack/Pad (Upbrid	Sawtimber	19.3	MBF	132.2	\$139,899.40
7	Black/Red (Hybrid			MBF		
7	Red Pine		299.2			
7	, -	Pulpwood	299.2	Cords		
7	Red Pine	Pulpwood Sawtimber				
7	Red Pine Jack Pine		16	Cords		

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
7 con't	/Red (Hybrid) Oak White Oak Red Pine	-	128 20 1,657	Cords Cords Cords		
		TOTAL:	1,283.9	MBF		
		TOTAL:	7,002	Cords		

### Sale Name: GNA2 Sid Town RP

Sale Number: 72-803-23 Seq#: 2

### 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 and roads. Exterior sale boundaries against United States Forest Service are marked with orange paint, except the boundaries along Cooke Dam Road and River Road, which are unpainted and designated by the roads and as shown on the Timber Sale Map. Interior Payment Unit boundaries are marked with orange paint, except between Payment Units 2 & 3, where the interior Payment Unit boundary is unpainted and designated by Forest Road 2086. The painted boundary line trees are not Included Timber and are to be protected.

# 2 - Timber Specifications

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

Within Payment Unit(s) 1-4 and 6-7, all trees are designated for cutting when marked with blue paint above and below stump height, regardless of merchantability.

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

Within Payment Unit(s) 5, all trees, which meet minimum piece specifications in 2.2 Utilization, are designated for cutting, except trees marked with orange paint above and below stump height.

### 2.2 - Utilization

2.2.3 - Stump heights (4/07)

Stump heights within the Sale Area shall not exceed 6 inches for trees.

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

Within Payment Unit(s) 1-7, chipping of portions of the tree less than 4-inches in diameter is not permitted. Limbs and the remaining top must be left on site and scattered. Tops and slash may not be piled next to residual trees.

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) 2, 4, and 7 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, or at a rate of \$50.00 per sawtimber tree and \$25.00 per pole sized tree, whichever is greater.

### 4 - Transportation

# 4.1 - Construction

# 4.1.3 - Slash and earthen piles (8/04)

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

# 4.1.6 - Road construction (4/24)

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.

## 4.2 - Maintenance

4.2.1 - Hauling restriction (12/08)

Hauling may be restricted on forest roads by the Unit Manager or his/her representative. The restriction may occur during spring breakup or wet weather conditions.

# 4.2.5 - Two wheel drive condition (2/04)

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

### 4.4 - Access

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

# 5 - Operations

5.2 - Conduct of Operations

5.2.1 - Slash

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

### 5.2.2 - Hazard Trees/Snags

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

# 5.2.3 - Operating Restrictions

5.2.3.3 - Bark slippage restriction (3/09)

Within Payment Unit(s) 1-7, 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) 1-7, cutting, skidding, hauling within the sale and brushing of access roads to the sale are not permitted during the period of April 15 to July 15. No exceptions will be granted. This is necessary to reduce the spread of oak wilt.

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

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

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

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

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

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

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

The Highbanks River Trail is a hiking trail and is shown on the Timber Sale Map. Do not cut trees or damage posts with yellow ORV markers. All stumps within 5 feet of the trail must be cut flush with the ground. Maintain a 20-foot-wide slash and debris zone daily using the ORV trail or route as the center line. Skidding across the trail is permitted. Skidding down the trail is not permitted.

5.6 - Debris and Waste Material

## 5.6.2 - GNA, equipment cleaning (4/24)

(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 Cooke Dam Road, River Road, and Forest Road 2086, 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 Highbank River 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)

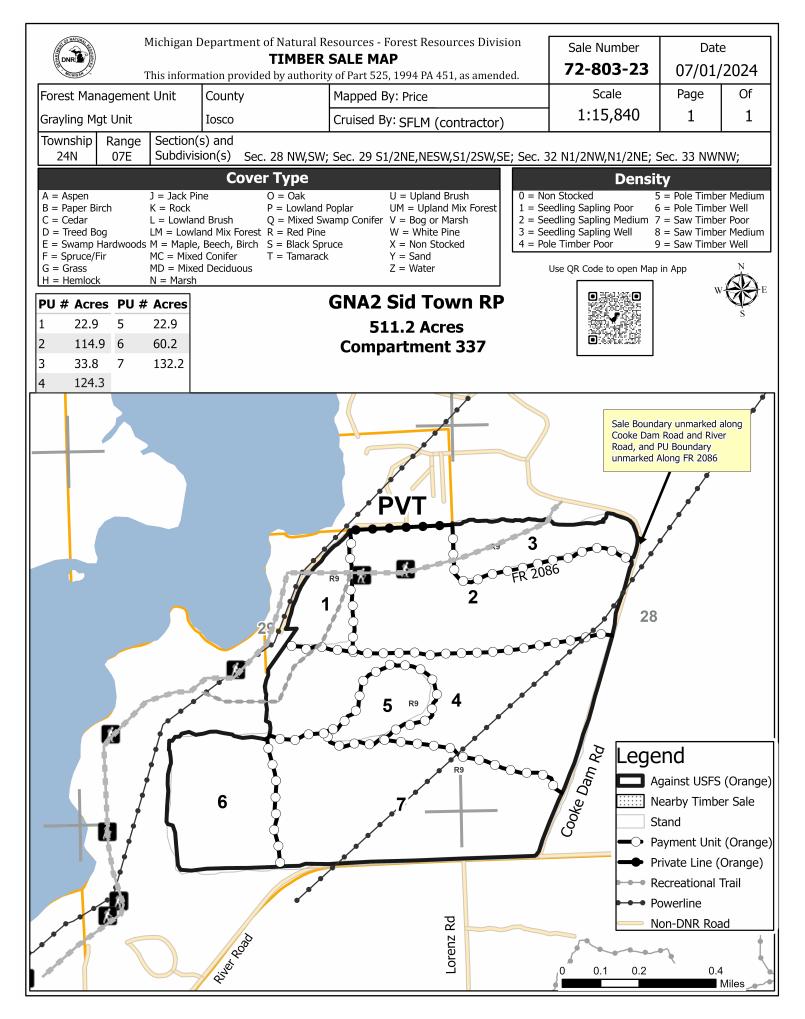
If Included Timber is destroyed or damaged by an unexpected event that changes the nature of Included Timber, such as wind, flood, insects, disease, or similar cause, the Purchaser shall bear the timber value loss resulting from such destruction or damage.

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 / SEALED BID STATE OF MICHIGAN / DNR

### **BID FORM**

### GNA2 Greenwood RP (72-802-24)

## T24N, R06E, SEC. 33; T24N, R06E, SEC. 34; Iosco COUNTY

In response to the notice of sale to be held 9:00 a.m. (local time) on September 9, 2024, 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 Y	VOLUME*	<u>AD</u>	VERTISED PRICE	<b>BID PRICE/UNIT</b>
Red Pine	657.6	MBF	\$	123.00/MBF	\$
Pulpwood					
Jack Pine	4	Cords	\$	23.65/Cord	\$
Red Pine	1,779	Cords	\$	57.60/Cord	\$

\*The volumes are statistically estimated within plus (+) or minus (-) 13.77 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: Sta	ate: 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:\_\_\_

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

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 Sid Town RP (72-803-23)

## T24N, R07E, SEC. 28; T24N, R07E, SEC. 29; T24N, R07E, SEC. 32; T24N, R07E,

In response to the notice of sale to be held 9:00 a.m. (local time) on September 9, 2024, 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>A</u>	DVERTISED PRICE	<b>BID PRICE/UNIT</b>
Black/Red (Hybrid) Oak	62.9	MBF	\$	132.00/MBF	\$
Red Pine	1,221.0	MBF	\$	123.00/MBF	\$
Pulpwood					
Jack Pine	65	Cords	\$	23.65/Cord	\$
Mixed Hardwood	497	Cords	\$	31.95/Cord	\$
Quaking Aspen	42	Cords	\$	26.55/Cord	\$
Red Pine	6,398	Cords	\$	57.60/Cord	\$

\*The volumes are statistically estimated within plus (+) or minus (-) 10.96 percent at 95% confidence level. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

FEDERAL ID:	or SOCIAL SECU	IRITY NUMBER:	
Company or individual bidding:			
Company representative's name:			
Address:			_
City:	State:	Zip:	_

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

Individual or company representative's signature:

Phone number :

Email (optional):\_\_\_\_\_

\_\_\_\_\_ 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

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

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 LaNina KW (72-811-24)

### T25N, R03E, SEC. 16; T25N, R03E, SEC. 17; T25N, R03E, SEC. 18; T25N, R03E,

In response to the notice of sale to be held 9:00 a.m. (local time) on September 9, 2024, 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 Pulpwood	<u>ESTIMATED</u>	VOLUME*	<u>ADV</u>	ERTISED PRICE	<b>BID PRICE/UNIT</b>
B. T. Aspen	62	Cords	\$	23.00/Cord	\$
Black Cherry	16	Cords	\$	27.70/Cord	\$
Jack Pine	5,082	Cords	\$	20.50/Cord	\$
Northern Pin Oak	782	Cords	\$	23.05/Cord	\$
Red Pine	8	Cords	\$	49.90/Cord	\$

\*The volumes are statistically estimated within plus (+) or minus (-) 9.89 percent at 95% confidence level. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

FEDERAL ID:	or SOCIAL SECU	RITY NUMBER:	
Company or individual bidding:			
Company representative's name:			
Address:			_
City:	State:	Zip:	_

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

Individual or company representative's signature:

\_\_\_\_\_ Date:\_\_\_\_\_

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

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

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

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

### **BID FORM**

### GNA2 Canoe Camp KW (72-819-24)

### T26N, R02W, SEC. 26; T26N, R02W, SEC. 27; T26N, R02W, SEC. 34; T26N,

In response to the notice of sale to be held 9:00 a.m. (local time) on September 9, 2024, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

<u>ESTIMATED</u>	VOLUME*	<u>AD</u>	VERTISED PRICE	<b>BID PRICE/UNIT</b>
39.0	MBF	\$	88.00/MBF	\$
23.2	MBF	\$	54.00/MBF	\$
9.7	MBF	\$	57.00/MBF	\$
2.6	MBF	\$	100.00/MBF	\$
30.6	MBF	\$	82.00/MBF	\$
18.8	MBF	\$	74.00/MBF	\$
1,713	Cords	\$	15.75/Cord	\$
109	Cords	\$	17.70/Cord	\$
310	Cords	\$	17.70/Cord	\$
104	Cords	\$	21.30/Cord	\$
1,057	Cords	\$	38.40/Cord	\$
6	Cords	\$	15.25/Cord	\$
	39.0 23.2 9.7 2.6 30.6 18.8 1,713 109 310 104 1,057	23.2 MBF 9.7 MBF 2.6 MBF 30.6 MBF 18.8 MBF 1,713 Cords 109 Cords 310 Cords 104 Cords 1,057 Cords	39.0       MBF       \$         23.2       MBF       \$         9.7       MBF       \$         2.6       MBF       \$         30.6       MBF       \$         30.6       MBF       \$         18.8       MBF       \$         1,713       Cords       \$         109       Cords       \$         310       Cords       \$         104       Cords       \$         1,057       Cords       \$	39.0       MBF       \$ 88.00/MBF         23.2       MBF       \$ 54.00/MBF         9.7       MBF       \$ 57.00/MBF         2.6       MBF       \$ 100.00/MBF         30.6       MBF       \$ 82.00/MBF         18.8       MBF       \$ 74.00/MBF         1.713       Cords       \$ 15.75/Cord         109       Cords       \$ 17.70/Cord         310       Cords       \$ 17.70/Cord         104       Cords       \$ 21.30/Cord         1,057       Cords       \$ 38.40/Cord

\*The volumes are statistically estimated within plus (+) or minus (-) 12.13 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

TOF NATURAL R	Michigan Department of Natur Forest Resources Div			FOR DEPARTMENT USE ONLY	
DNR	TIMBER SAL	F		Sale Number (XX – XXX – XX – XX)	
MICHIGAN			v		
	COMPENSATION ACT C		Ĭ	Forest Management Unit:	
		-			
	As required by Act 317, P.A. 1969 (Work Part 5 of Act 451 of 1994, as	amended.			
VERIFI	CATION OF WORKER'S DISABILI	TY COMPENSATI	ON ACT CO	MPLIANCE	
	This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.				
	<ul> <li>In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract.</li> </ul>				
• All	Information must be typed or printed	except for written	signatures.		
Please	Check Appropriate Categories:				
1. My	business is organized as (you must	check one of the	boxes below)	:	
A. [	Sole Proprietorship (individual)				
В. [	Partnership				
C. [	Corporation				
2. You	u <b>must</b> check one of the boxes below	v:			
			employees bu	t the sole proprietor. I am not subject to the	
	<ul> <li>B. I certify my business has satisfied its o bligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).</li> </ul>				
C. L	I certify my business has a Worker's 0 one (21) days of the contract award.	Compensation Policy	<ol> <li>I will provide</li> </ol>	an original Certificate of Insurance within twenty-	
	3. If you have checked item 2(A) or 2(B), you <b>must</b> indicate the number of <b>both</b> full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0").				
	Full-time Er	nployees		Part-time Employees	
Name of E	Business		Federal ID (or)	Social Security No.	
Address			Telephone		
/ luurooo			( )		
City		State	ZIP		
l herebv	certify that the above information is	true and correct	l agree to no	tify the Michigan DNR of any changes that occur	
	s affecting my coverage during any o				
Signat	ure of Owner or Authorized Representative				
2.griat					
Title			Da	ite	

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 Canoe Camp South (72-841-24)

## T26N, R01W, SEC. 31; T26N, R02W, SEC. 35; T26N, R02W, SEC. 36; Crawford

In response to the notice of sale to be held 9:00 a.m. (local time) on September 9, 2024, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

<u>ESTIMATED</u>	VOLUME*	<u>AD</u>	VERTISED PRICE	BID PRICE/UNIT
1,110.7	MBF	\$	88.00/MBF	\$
388.3	MBF	\$	54.00/MBF	\$
84.3	MBF	\$	57.00/MBF	\$
52.6	MBF	\$	74.00/MBF	\$
95	Cords	\$	15.75/Cord	\$
3,527	Cords	\$	21.30/Cord	\$
678	Cords	\$	17.70/Cord	\$
	1,110.7 388.3 84.3 52.6 95 3,527	388.3 MBF 84.3 MBF 52.6 MBF 95 Cords 3,527 Cords	1,110.7 MBF \$ 388.3 MBF \$ 84.3 MBF \$ 52.6 MBF \$ 95 Cords \$ 3,527 Cords \$	1,110.7       MBF       \$ 88.00/MBF         388.3       MBF       \$ 54.00/MBF         84.3       MBF       \$ 57.00/MBF         52.6       MBF       \$ 74.00/MBF         95       Cords       \$ 15.75/Cord         3,527       Cords       \$ 21.30/Cord

\*The volumes are statistically estimated within plus (+) or minus (-) 7.03 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: Sta	te: Zip:	_

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

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

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

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

SIL OF NATURAL PROP	Michigan Department of Natur Forest Resources Div		FOR DEPARTMENT USE ONLY		
DNR	TIMBER SAL	F	Sale Number (XX – XXX – XX – XX)		
WCHIGA!	VERIFICATION OF WORKE	—	<b>v</b>		
	COMPENSATION ACT C		Y Forest Management Unit:		
	As required by Act 317, P.A. 1969 (Work	-	nd		
VEDIEIO	Part 5 of Act 451 of 1994, as	amended.			
	ATION OF WORKER'S DISABILIT				
	<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>				
	<ul> <li>In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract.</li> </ul>				
All In	formation must be typed or printed	except for written s	signatures.		
Please C	heck Appropriate Categories:				
-	usiness is organized as (you <b>must</b>	check <u>one</u> of the	boxes below):		
	Sole Proprietorship (individual)				
	Partnership				
С. 🗆	Corporation				
2. You	must check <u>one</u> of the boxes below	v:			
A. 🗆	I certify my business is a sole propriet Worker's Compensation Laws.	orship and it has no	employees but the sole proprietor. I am not subject to the		
	<ul> <li>B. I certify my business has satisfied its o bligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).</li> </ul>				
С. Ц	I certify my business has a Worker's C one (21) days of the contract award.	Compensation Policy	<ul> <li>I will provide an original Certificate of Insurance within twenty-</li> </ul>		
	u have checked item 2(A) or 2(B), yourself, including family members		e the number of <b>both</b> full-time and part-time employees, other ers (if none, you must enter "0").		
			Dest time Employees		
	Full-time Er	npioyees	Part-time Employees		
Name of Bu			Federal ID (or) Social Security No.		
Name of Bu	511655				
Address			Telephone		
		-	( )		
City		State	ZIP		
l hereby (	certify that the above information is	true and correct	I agree to notify the Michigan DNR of any changes that occur		
	affecting my coverage during any o				
Signatur	e of Owner or Authorized Representative				
Signatar					
Title			Date		

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

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