



**DEPARTMENT OF NATURAL RESOURCES
STATE OF MICHIGAN
TIMBER SALE PROSPECTUS #7456**

SCHEDULED SALE DATE AND TIME: 10:00 a.m. (local time) on June 10, 2024.

LOCATION: SAULT DNR CUSTOMER SERVICE CENTER, 4131 S. M-129, SAULT STE MARIE, MI 49783.

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

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

GNA2 Northern Spy (45-802-24) / T44N, R04W, SEC. 17, S1/2SE.

T44N, R04W, SEC. 19, N1/2NW,SWNW,NE,E1/2SW,SE.

T44N, R04W, SEC. 20, NW,NE,SW.

T44N, R04W, SEC. 21, N1/2SE.

T44N, R05W, SEC. 24, E1/2NW,NE,NESW,NWSE.

Chippewa County, Advertised Price \$429,087.10, 516.0 Acres, Red Pine, Aspen.

SALE NOTE: GNA sale. The Hayward School Road is a county road that cannot be used for hauling during breakup. Payment Unit 18 has Class A road access.

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

GNA2 McIntosh (45-803-24) / T44N, R04W, SEC. 29, NW.

T44N, R04W, SEC. 30, NENW,N1/2NE,SENE,SESW,SWSE.

T44N, R04W, SEC. 31, NW,W1/2NE.

Chippewa County, Advertised Price \$185,874.50, 171.2 Acres, Red Pine, Aspen.

SALE NOTE: GNA Sale. Class A access for Payment Units 1-6.

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, SAULT STE MARIE OFFICE, 4131 S. M-129, Sault Ste Marie, MI 49783, no later than 10:00 a.m. (local time) on June 10, 2024. For further information concerning this sale, contact Amy Livermore at 906-287-5376 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

GNA2 Northern Spy (45-802-24)

T44N, R04W, SEC. 17; T44N, R04W, SEC. 19; T44N, R04W, SEC. 20; T44N, R04W, SEC. 21; T44N, R05W, SEC. 24.
Chippewa County (Advertised Price \$429,087.10)

SALE NOTE: GNA sale. The Hayward School Road is a county road that cannot be used for hauling during breakup. Payment Unit 18 has Class A road access.

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:

<u>PRODUCTS & SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>
Pulpwood		
Jack Pine	55 Cords	\$ 36.60 / Cord
Mixed Aspen	552 Cords	\$ 12.20 / Cord
Mixed Hardwood	46 Cords	\$ 13.60 / Cord
Paper Birch	3 Cords	\$ 8.30 / Cord
Red Pine	6,945 Cords	\$ 60.40 / Cord
Scotch Pine	7 Cords	\$ 12.00 / Cord
White Pine	6 Cords	\$ 16.60 / Cord
White Spruce	4 Cords	\$ 6.90 / Cord

* The total volume is statistically estimated within plus (+) or minus (-) 22.20 percent. There are an estimated 7,618 cords on this timber sale, plus or minus 1,692 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 \$21,454.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
3. Total payment must be paid in advance or according to the following schedule :
 - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
 - (b) The 10% down payment will be credited towards the first unit cut.

(c) Payment for each of the following units must be made before cutting begins in that unit:

PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
01	3.7%
02	4.3%
03	7.3%
04	3.7%
05	6.2%
06	3.7%
07	1.4%
08	2.7%
09	5.9%
10	7.2%
11	5.4%
12	1.8%
13	8.8%
14	6.8%
15	7.3%
16	5.0%
17	5.7%
18	3.9%
19	4.2%
20	5.0%

4. If no cutting takes place, the 10% down payment will not be refunded.
5. Operations on the contract issued will terminate on 12/31/2027.

SALE STATISTICS

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

SALE VOLUMES

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

VOLUME			STATISTICAL RANGE IN CORDS	
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
601,848	7,618	22.20%	5,927	9,310

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
2	126,589	1,602	17.85%	1,316	1,888
7	189,446	2,398	15.83%	2,018	2,778
29	23,982	304	37.05%	191	416
40	20,670	262	22.22%	204	320
100	21,124	267	52.57%	127	408
101	19,819	251	43.47%	142	360
102	15,477	196	49.48%	99	293
115	7,826	99	43.70%	56	142
122	35,254	446	27.83%	322	570
222	110,821	1,403	20.39%	1,117	1,689
291	12,118	153	88.09%	18	289
299	18,722	237	28.66%	169	305
TOTAL:	601,848	7,618		5,779	9,458

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	138.9	8	17.4
		9	36.2
		10	42.6
		11	31.0
		12	11.7
7	141.0	13	37.0
		14	28.5
		15	30.6
		16	21.0
		17	23.9
		18	21.3
		19	21.3
29	21.3	18	21.3
40	26.0	6	26.0
100	8.2	19	3.4
		20	4.8
101	9.1	19	4.4
		20	4.7
102	7.4	19	3.6
		20	3.8
115	7.6	7	7.6
122	34.2	5	34.2
222	113.8	1	22.4
		2	25.8
		3	43.5
		4	22.1
291	5.1	9	1.0
		10	2.1
		11	2.0
299	3.4	18	3.4
TOTAL:	516.0		516.0

DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Jack Pine Mixed Aspen <i>Quaking Aspen</i> Red Pine	Pulpwood	1 12 12 263	Cords Cords Cords Cords	22.4	\$16,068.20
2	Jack Pine Mixed Aspen <i>Quaking Aspen</i> Red Pine	Pulpwood	1 14 14 303	Cords Cords Cords Cords	25.8	\$18,508.60
3	Jack Pine Mixed Aspen <i>Quaking Aspen</i> Red Pine	Pulpwood	2 23 23 511	Cords Cords Cords Cords	43.5	\$31,218.20
4	Jack Pine Mixed Aspen <i>Quaking Aspen</i> Red Pine	Pulpwood	1 12 12 260	Cords Cords Cords Cords	22.1	\$15,887.00
5	Jack Pine Red Pine Scotch Pine	Pulpwood	8 436 3	Cords Cords Cords	34.2	\$26,663.20
6	Red Pine	Pulpwood	262	Cords	26.0	\$15,824.80
7	Mixed Hardwood <i>Red Maple</i> Red Pine	Pulpwood	2 2 97	Cords Cords Cords	7.6	\$5,886.00
8	Jack Pine Mixed Aspen <i>Quaking Aspen</i> Mixed Hardwood <i>Red Maple</i> Red Pine Scotch Pine White Pine White Spruce	Pulpwood	4 3 3 3 3 190 1 1 1	Cords Cords Cords Cords Cords Cords Cords Cords Cords	17.4	\$11,735.30
9	Jack Pine Mixed Aspen <i>B. T. Aspen</i> <i>Quaking Aspen</i> Mixed Hardwood <i>Red Maple</i> Red Pine Scotch Pine White Pine White Spruce	Pulpwood	9 20 13 7 5 5 410 1 2 1	Cords Cords Cords Cords Cords Cords Cords Cords Cords Cords	37.2	\$25,457.50
10	Jack Pine Mixed Aspen <i>B. T. Aspen</i> <i>Quaking Aspen</i> Mixed Hardwood <i>Red Maple</i> Red Pine Scotch Pine White Pine White Spruce	Pulpwood	11 35 26 9 6 6 498 1 1 1	Cords Cords Cords Cords Cords Cords Cords Cords Cords Cords	44.7	\$31,025.90
11	Jack Pine Mixed Aspen <i>B. T. Aspen</i>	Pulpwood	8 32 25	Cords Cords Cords	33.0	\$23,134.70

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
11 con't	<i>Quaking Aspen</i>	<i>Pulpwood</i>	7	<i>Cords</i>		
	Mixed Hardwood		5	Cords		
	<i>Red Maple</i>		5	<i>Cords</i>		
	Red Pine		370	Cords		
	Scotch Pine		1	Cords		
	White Pine		1	Cords		
	White Spruce		1	Cords		
12	Jack Pine	Pulpwood	3	Cords	11.7	\$7,848.80
	Mixed Aspen		2	Cords		
	<i>Quaking Aspen</i>		2	<i>Cords</i>		
	Mixed Hardwood		2	Cords		
	<i>Red Maple</i>		2	<i>Cords</i>		
	Red Pine		127	Cords		
	White Pine		1	Cords		
13	Jack Pine	Pulpwood	2	Cords	37.0	\$37,763.40
	Mixed Aspen		5	Cords		
	<i>Quaking Aspen</i>		5	<i>Cords</i>		
	Red Pine		623	Cords		
14	Jack Pine	Pulpwood	1	Cords	28.5	\$29,017.00
	Mixed Aspen		4	Cords		
	<i>Quaking Aspen</i>		4	<i>Cords</i>		
	Red Pine		479	Cords		
15	Jack Pine	Pulpwood	2	Cords	30.6	\$31,228.00
	Mixed Aspen		4	Cords		
	<i>Quaking Aspen</i>		4	<i>Cords</i>		
	Red Pine		515	Cords		
16	Jack Pine	Pulpwood	1	Cords	21.0	\$21,394.40
	Mixed Aspen		3	Cords		
	<i>Quaking Aspen</i>		3	<i>Cords</i>		
	Red Pine		353	Cords		
17	Jack Pine	Pulpwood	1	Cords	23.9	\$24,354.00
	Mixed Aspen		3	Cords		
	<i>Quaking Aspen</i>		3	<i>Cords</i>		
	Red Pine		402	Cords		
18	Mixed Aspen	Pulpwood	302	Cords	24.7	\$16,706.10
	<i>Quaking Aspen</i>		302	<i>Cords</i>		
	Mixed Hardwood		23	Cords		
	<i>Red Maple</i>		4	<i>Cords</i>		
	<i>Sugar Maple</i>		19	<i>Cords</i>		
	Paper Birch		3	Cords		
	Red Pine		210	Cords		
19	Mixed Aspen	Pulpwood	35	Cords	11.4	\$18,063.80
	<i>B. T. Aspen</i>		18	<i>Cords</i>		
	<i>Quaking Aspen</i>		17	<i>Cords</i>		
	Red Pine		292	Cords		
20	Mixed Aspen	Pulpwood	43	Cords	13.3	\$21,302.20
	<i>B. T. Aspen</i>		25	<i>Cords</i>		
	<i>Quaking Aspen</i>		18	<i>Cords</i>		
	Red Pine		344	Cords		
TOTAL:			7,618	Cords		

Sale Specific Conditions & Requirements

Sale Name: GNA2 Northern Spy

Sale Number: 45-802-24 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 red and orange paint. Exterior sale boundary lines against private property are marked with red paint. Exterior sale boundary lines against federal are marked with orange paint. Interior Payment Unit boundaries are marked with orange paint. The painted boundary line trees are not Included Timber and are to be protected unless marked with blue paint. Orange painted trees designating an interior Payment Unit boundary are only to be cut if they are also marked with blue paint, and all surrounding Payment Units have been paid. Purple X painted trees designating clearcut patches within Payment Units 8-11 & 18 are Included Timber and designated for cutting.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1-18, all trees are designated for cutting when marked with blue paint above and below stump height, regardless of merchantability. In addition, all scotch pine are designated for removal, regardless of merchantability.

Also, within Payment Units 8-11 & 18, within the clearcut patches marked with purple X's, cut all trees that are one (1) inch or more at DBH. These patches are shown on the Timber Sale Map.

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

Within Payment Unit(s) 19 & 20, cut all trees that are one (1) inch or more at DBH, except do not cut 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 all trees.

2.2.11 - Chipping restriction (9/14)

If chipping occurs on this sale, it may occur only in Payment Units 19 & 20.

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

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

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (7/14)

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

3.4 - Damaged Timber

3.4.3 - 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 white and blue striped ribbon and orange boundary line. There are other special protection areas noted on the Timber Sale Map, but not on the ground. The Purchaser shall not cut live or dead trees within special protection areas, nor shall they enter the areas with any kind of equipment. Mapped roads that travel through the special protection areas can be used. If the Purchaser's operations have cut or damaged special protection areas through carelessness, the Purchaser shall pay \$5000 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 dispersed throughout the sale.

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

The following road work is required: 10 cubic yards pit run and 30 cubic yards of 23A must be placed at the approach to the landing in Payment Unit 20. The gravel will come from the nearby Forest Service Trout Brook pit.

4.1.12 - No new roads (1/12)

No new roads will be permitted in any Payment Unit. All operations are limited to existing roads. Skid trails will only be allowed.

4.2 - Maintenance

4.2.1 - Hauling restriction (12/08)

Hauling is restricted on the Hayward School Road. The restriction may occur during spring breakup.

4.2.5 - Two wheel drive condition (2/04)

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

5 - Operations

5.1 - Notification

5.1.1 - Pre-sale conference (10/16)

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations. The Unit Manager or his/her representative must be contacted at least 3 days in advance to schedule the conference.

5.1.4 - Post-sale conference (10/16)

A post-sale conference on site between the Purchaser and sale administrator is required 3 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. Large stumps should be protected.

5.2.31 - Landing locations (9/13)

Landings must be confined to sites designated by the Sale Administrator unless otherwise authorized by the Unit Manager or his/her representative. In general, landings are limited to a "T" turnaround which will accommodate a truck with a 50 foot trailer.

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.

5.2.37 - No decking areas (12/08)

No decking is allowed on the Hayward School Road, H-40, or any special protection areas designated on the Timber Sale Map.

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 North Country Trail is a hiking trail and is shown on the Timber Sale Map. Do not cut trees or damage posts with blue pathway markers. Do not run equipment down the pathway. Slash must be completely removed from the edge of the North Country Trail for the first 25 feet.

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.

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 Hayward School 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 North Country Trail prior to beginning operations. The trail must be posted at appropriate distances from the Sale Area to warn of logging activity and truck traffic at both ends of the trail. Signs must be removed when harvest operations are suspended or completed. The DNR 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

7.3.3 - Modification for reforestation (8/05)

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

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

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

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

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

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

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

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

(i) a no cost contract extension,

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

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

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

(d) Purchaser agrees that this Condition & Requirement, and the remedies provided herein shall apply regardless of any

finding by any court that the DNR failed to comply with any statute, regulation and/or policy in connection with awarding, advertising, or authorizing this sale, or a similar sale.

7.5 - Loss

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

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

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

7.10 - Certified Timber

7.10.1 - Non-certified timber (2/16)

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



TIMBER SALE MAP

This information provided by authority of Part 525, 1994 PA 451, as amended.

Sale Number 45-802-24	Date 04/24/2024
Scale 1:15,840	Page 1
	Of 2

Forest Management Unit Sault Ste Marie Mgt Unit	County Chippewa	Mapped By: A. Livermore
		Cruised By: Grossman

Township 44N	Range 04W /	Section(s) and Subdivision(s) E1/2NW,NE,NESW,NWSE; Sec. 17 S1/2SE; Sec. 19 N1/2NW,SWNW,NE,E1/2SW,SE; Sec. 20 NW,NE,SW; Sec. 21 N1/2SE; Sec. 24
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Cover Type			
A = Aspen	J = Jack Pine	O = Oak	U = Upland Brush
B = Paper Birch	K = Rock	P = Lowland Poplar	UM = Upland Mix Forest
C = Cedar	L = Lowland Brush	Q = Mixed Swamp Conifer	V = Bog or Marsh
D = Treed Bog	LM = Lowland Mix Forest	R = Red Pine	W = White Pine
E = Swamp Hardwoods	M = Maple, Beech, Birch	S = Black Spruce	X = Non Stocked
F = Spruce/Fir	MC = Mixed Conifer	T = Tamarack	Y = Sand
G = Grass	MD = Mixed Deciduous	Z = Water	
H = Hemlock	N = Marsh		

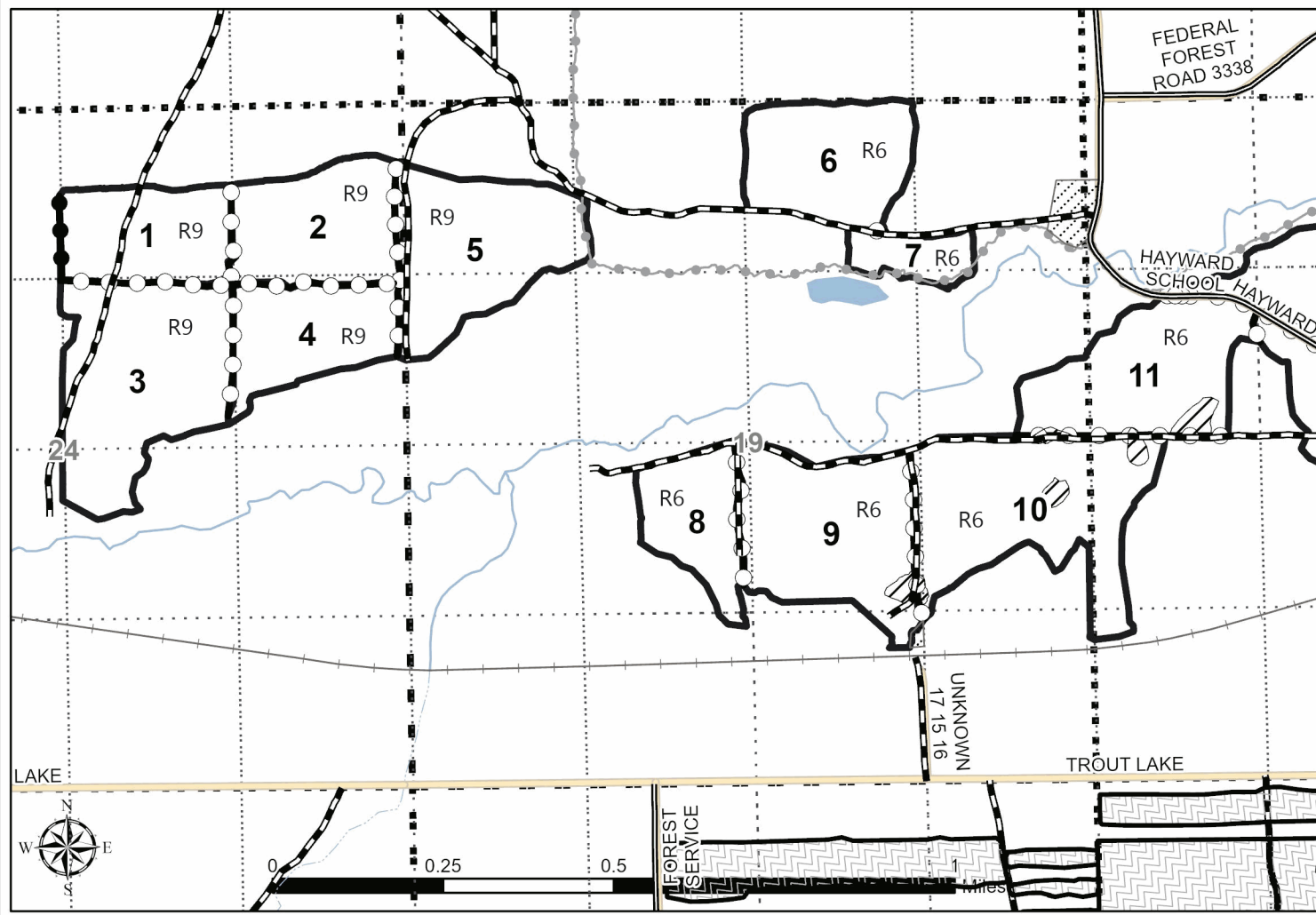
Density	
0 = Non Stocked	5 = Pole Timber Medium
1 = Seedling Sapling Poor	6 = Pole Timber Well
2 = Seedling Sapling Medium	7 = Saw Timber Poor
3 = Seedling Sapling Well	8 = Saw Timber Medium
4 = Pole Timber Poor	9 = Saw Timber Well

PU #	Acres	PU #	Acres	PU #	Acres	PU #	Acres	PU #	Acres	PU #	Acres	PU #	Acres	PU #	Acres	PU #	Acres	PU #	Acres
1	22.4	3	43.5	5	34.2	7	7.6	9	37.2	11	33	13	37	15	30.6	17	23.9	19	11.4
2	25.8	4	22.1	6	26	8	17.4	10	44.7	12	11.7	14	28.5	16	21	18	24.7	20	13.3



GNA2
Northern
Spy
516.0 Acres

- Against USFS (Orange)
- Private Line (Red)
- Quarter Quarter Sections
- Nearby Sales
- Recreational Trail
- Two Track
- Special Protection Areas
- Paved Road
- Two Lane Dirt Road
- Sections
- Non-DNR Road
- Clearcut Patches (Purple)
- Payment Unit (Orange)
- Active Railroad





TIMBER SALE MAP

This information provided by authority of Part 525, 1994 PA 451, as amended.

Sale Number
45-802-24

Date
04/24/2024

Forest Management Unit	County	Mapped By: A. Livermore	Scale	Page	Of
Sault Ste Marie Mgt Unit	Chippewa	Cruised By: Grossman	1:15,840	2	2

Township	Range	Section(s) and Subdivision(s)
44N	04W /	E1/2NW,NE,NESW,NWSE; Sec. 17 S1/2SE; Sec. 19 N1/2NW,SWNW,NE,E1/2SW,SE; Sec. 20 NW,NE,SW; Sec. 21 N1/2SE; Sec. 24

Cover Type			
A = Aspen	J = Jack Pine	O = Oak	U = Upland Brush
B = Paper Birch	K = Rock	P = Lowland Poplar	UM = Upland Mix Forest
C = Cedar	L = Lowland Brush	Q = Mixed Swamp Conifer	V = Bog or Marsh
D = Treed Bog	LM = Lowland Mix Forest	R = Red Pine	W = White Pine
E = Swamp Hardwoods	M = Maple, Beech, Birch	S = Black Spruce	X = Non Stocked
F = Spruce/Fir	MC = Mixed Conifer	T = Tamarack	Y = Sand
G = Grass	MD = Mixed Deciduous	Z = Water	
H = Hemlock	N = Marsh		

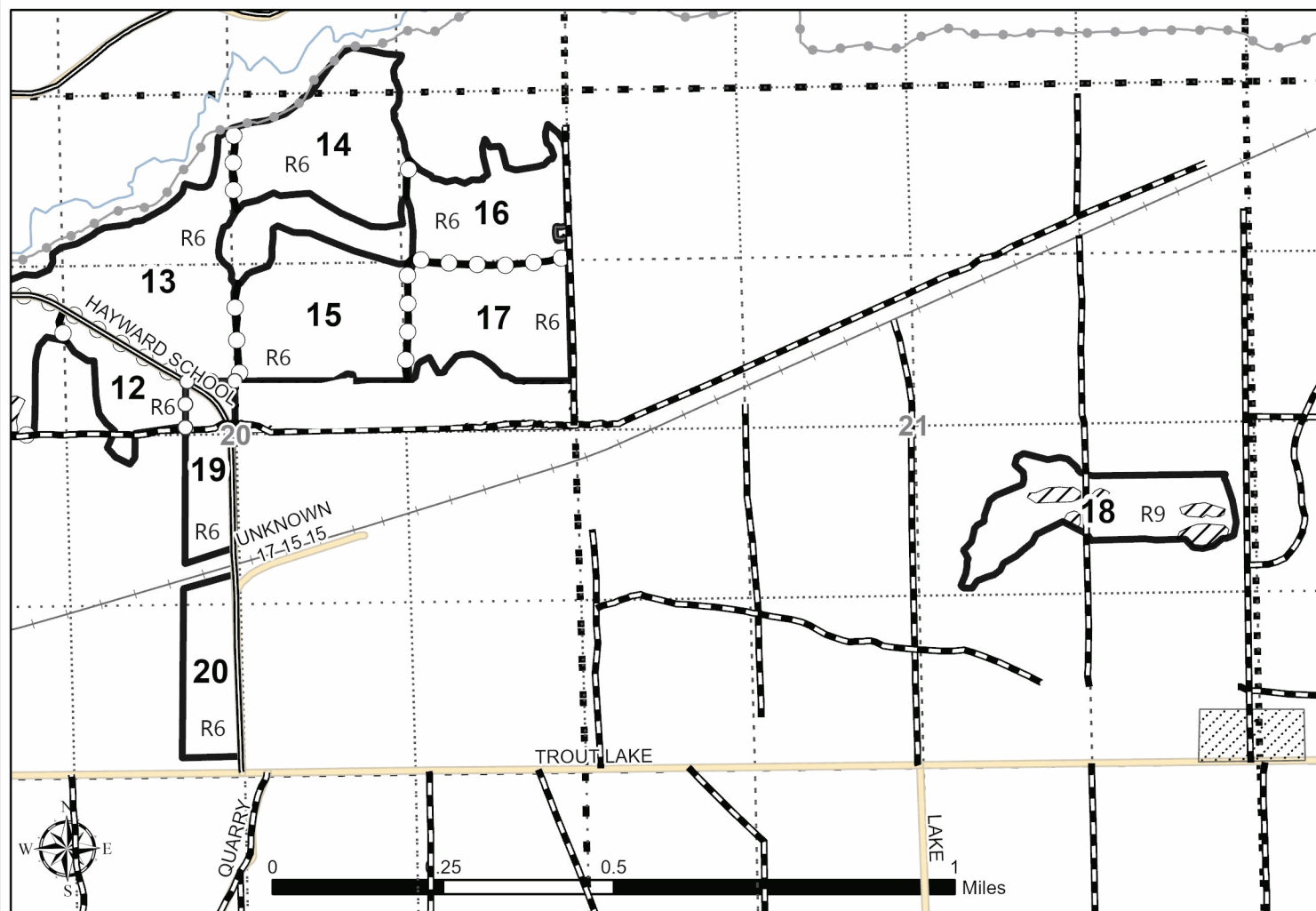
Density	
0 = Non Stocked	5 = Pole Timber Medium
1 = Seedling Sapling Poor	6 = Pole Timber Well
2 = Seedling Sapling Medium	7 = Saw Timber Poor
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PU #	Acres	PU #	Acres	PU #	Acres	PU #	Acres	PU #	Acres	PU #	Acres	PU #	Acres	PU #	Acres	PU #	Acres	PU #	Acres
1	22.4	3	43.5	5	34.2	7	7.6	9	37.2	11	33	13	37	15	30.6	17	23.9	19	11.4
2	25.8	4	22.1	6	26	8	17.4	10	44.7	12	11.7	14	28.5	16	21	18	24.7	20	13.3



GNA2
Northern
Spy
516.0 Acres

- Against USFS (Orange)
- Special Protection Area
- Sections
- Payment Unit (Orange)
- Recreational Trail
- Paved Road
- Non-DNR Road
- Active Railroad
- Quarter Quarter Sections
- Two Track
- Two Lane Dirt Road
- Clearcut Patches (Purple)



TIMBER SALE INFORMATION

GNA2 McIntosh (45-803-24)
 T44N, R04W, SEC. 29; T44N, R04W, SEC. 30; T44N, R04W, SEC. 31.
 Chippewa County (Advertised Price \$185,874.50)

SALE NOTE: GNA Sale. Class A access for Payment Units 1-6.

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:

<u>PRODUCTS & SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>
Pulpwood		
Balsam Fir	3 Cords	\$ 10.90 / Cord
Jack Pine	20 Cords	\$ 36.60 / Cord
Mixed Hardwood	17 Cords	\$ 13.60 / Cord
Quaking Aspen	69 Cords	\$ 12.20 / Cord
Red Pine	3,042 Cords	\$ 60.40 / Cord
Scotch Pine	25 Cords	\$ 12.00 / Cord

* The total volume is statistically estimated within plus (+) or minus (-) 23.18 percent. There are an estimated 3,175 cords on this timber sale, plus or minus 736 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 \$9,294.00 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:

<u>PAYMENT UNIT NUMBER</u>	<u>PERCENT OF TOTAL SALE VALUE</u>
01	6.3%
02	6.3%
03	6.0%
04	17.7%
05	18.6%
06	8.3%
07	21.5%
08	8.9%
09	6.4%

4. If no cutting takes place, the 10% down payment will not be refunded.
5. Operations on the contract issued will terminate on 12/31/2027.

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.

<u>VOLUME</u>		<u>STATISTICAL RANGE IN CORDS</u>		
<u>TOTAL CUBIC FEET</u>	<u>TOTAL CORDS</u>	<u>PERCENT ERROR</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
250,854	3,175	23.18%	2,439	3,912

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.

VDU	VOLUME		PERCENT ERROR	RANGE IN CORDS	
	TOTAL CUBIC FEET	TOTAL CORDS		MINIMUM	MAXIMUM
21	20,726	262	22.77%	203	322
22	14,329	181	23.35%	139	224
23	16,256	206	34.50%	135	277
25	15,247	193	35.11%	125	261
27	89,848	1,137	16.46%	950	1,324
53	74,761	946	16.40%	791	1,102
65	16,752	212	26.41%	156	268
229	2,935	37	69.76%	11	63
TOTAL:	250,854	3,175		2,510	3,840

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
21	16.6	6	16.6
22	7.1	2	7.1
23	22.8	1	22.8
25	13.3	3	13.3
27	56.3	4	27.5
		5	28.8
53	41.9	7	29.5
		8	12.4
65	8.4	9	8.4
229	4.8	2	4.8
TOTAL:	171.2		171.2

DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Mixed Hardwood	Pulpwood	3	Cords	22.8	\$11,771.80
	<i>Red Maple</i>		3	<i>Cords</i>		
	Quaking Aspen		11	Cords		
	Red Pine		192	Cords		
2	Jack Pine	Pulpwood	3	Cords	11.9	\$11,789.40
	Quaking Aspen		2	Cords		
	Red Pine		188	Cords		
	Scotch Pine		25	Cords		
3	Quaking Aspen	Pulpwood	9	Cords	13.3	\$11,223.40
	Red Pine		184	Cords		
4	Mixed Hardwood	Pulpwood	1	Cords	27.5	\$32,945.00
	<i>Red Maple</i>		1	<i>Cords</i>		
	Quaking Aspen		11	Cords		
	Red Pine		543	Cords		
5	Mixed Hardwood	Pulpwood	2	Cords	28.8	\$34,529.00
	<i>Red Maple</i>		2	<i>Cords</i>		
	Quaking Aspen		11	Cords		
	Red Pine		569	Cords		
6	Quaking Aspen	Pulpwood	8	Cords	16.6	\$15,439.20
	Red Pine		254	Cords		
7	Balsam Fir	Pulpwood	2	Cords	29.5	\$39,635.80
	Jack Pine		10	Cords		
	Mixed Hardwood		8	Cords		
	<i>Beech</i>		1	<i>Cords</i>		
	<i>Red Maple</i>		7	<i>Cords</i>		
	Red Pine		648	Cords		
8	Balsam Fir	Pulpwood	1	Cords	12.4	\$16,626.90
	Jack Pine		4	Cords		
	Mixed Hardwood		3	Cords		
	<i>Red Maple</i>		3	<i>Cords</i>		
	Red Pine		272	Cords		
9	Jack Pine	Pulpwood	3	Cords	8.4	\$11,914.00
	Quaking Aspen		17	Cords		
	Red Pine		192	Cords		
TOTAL:			3,176	Cords		

Sale Specific Conditions & Requirements

Sale Name: GNA2 McIntosh

Sale Number: 45-803-24 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 USFS are marked with orange paint. Interior Payment Unit boundaries are marked with orange painted dots. Retention patches are marked with orange paint and blue and white striped ribbon; no harvesting activities may occur within these areas. The painted boundary line trees are not Included Timber and are to be protected unless marked with blue paint. Orange painted trees designating an interior Payment Unit boundary, that are marked in blue, are only to be cut when all surrounding Payment Units have been paid.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1-9, all trees are designated for cutting when marked with blue paint above and below stump height, regardless of merchantability. In addition, all scotch pine are designated for cutting, regardless of merchantability.

2.2 - Utilization

2.2.3 - Stump heights (4/07)

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

3.4 - Damaged 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 orange boundary line and blue and white striped ribbon. The Purchaser shall not cut live or dead trees within special protection areas. If the Purchaser's operations have cut or damaged special protection areas through carelessness, the Purchaser shall pay \$5000 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

4.1.12 - No new roads (1/12)

No new roads will be permitted in any Payment Unit. Skid trails only will be allowed.

4.2 - Maintenance

4.2.1 - Hauling restriction (12/08)

Hauling is restricted on the Quarry Road (FR 3123). The restriction will occur during spring breakup when road restrictions are on for Chippewa County.

4.2.5 - Two wheel drive condition (2/04)

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

5 - Operations

5.1 - Notification

5.1.1 - Pre-sale conference (10/16)

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations. The Unit Manager or his/her representative must be contacted at least 3 days in advance to schedule the conference.

5.1.4 - Post-sale conference (10/16)

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

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

It is the responsibility of the Purchaser to obtain permission from the utility company to utilize the power line R.O.W. for operations. Contact Paul Warner with Cloverland Electric at (906) 440-4022.

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.

5.2.32 - 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.

5.2.37 - No decking areas (12/08)

No decking is allowed within 70 feet of Quarry Road (FR3123); without permission of the Unit Manager or his/her representative. Skidding is not permitted on this road.

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

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

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.

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 H-40 (Trout Lake 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.

7 - Other Conditions

SKIP

7.1.1 - GNA, title (7/16)

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

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

7.3 - Contract Modifications

7.3.3 - Modification for reforestation (8/05)

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

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

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

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

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

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

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

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

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

(i) a no cost contract extension,

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

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

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

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

7.5 - Loss

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

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

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

7.10 - Certified Timber

7.10.1 - Non-certified timber (2/16)

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



TIMBER SALE MAP

This information provided by authority of Part 525, 1994 PA 451, as amended.

Sale Number

45-803-24

Date

05/13/2024

Forest Management Unit

County

Mapped By: Livermore

Scale

Page

Of

Sault Ste Marie Mgt Unit

Chippewa

Cruised By: Grossman Forestry Co

1:15,840

1

1

Township
44N

Range
04W

Section(s) and
Subdivision(s)

Sec. 29 NW; Sec. 30 NENW,N1/2NE,SENE,SESW,SWSE; Sec. 31 NW,W1/2NE;

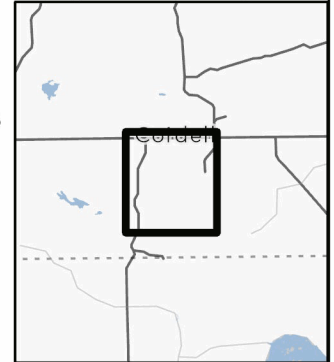
Cover Type

A = Aspen	J = Jack Pine	O = Oak	U = Upland Brush
B = Paper Birch	K = Rock	P = Lowland Poplar	UM = Upland Mix Forest
C = Cedar	L = Lowland Brush	Q = Mixed Swamp Conifer	V = Bog or Marsh
D = Treed Bog	LM = Lowland Mix Forest	R = Red Pine	W = White Pine
E = Swamp Hardwoods	M = Maple, Beech, Birch	S = Black Spruce	X = Non Stocked
F = Spruce/Fir	MC = Mixed Conifer	T = Tamarack	Y = Sand
G = Grass	MD = Mixed Deciduous	Z = Water	
H = Hemlock	N = Marsh		

Density

0 = Non Stocked	5 = Pole Timber Medium
1 = Seedling Sapling Poor	6 = Pole Timber Well
2 = Seedling Sapling Medium	7 = Saw Timber Poor
3 = Seedling Sapling Well	8 = Saw Timber Medium
4 = Pole Timber Poor	9 = Saw Timber Well

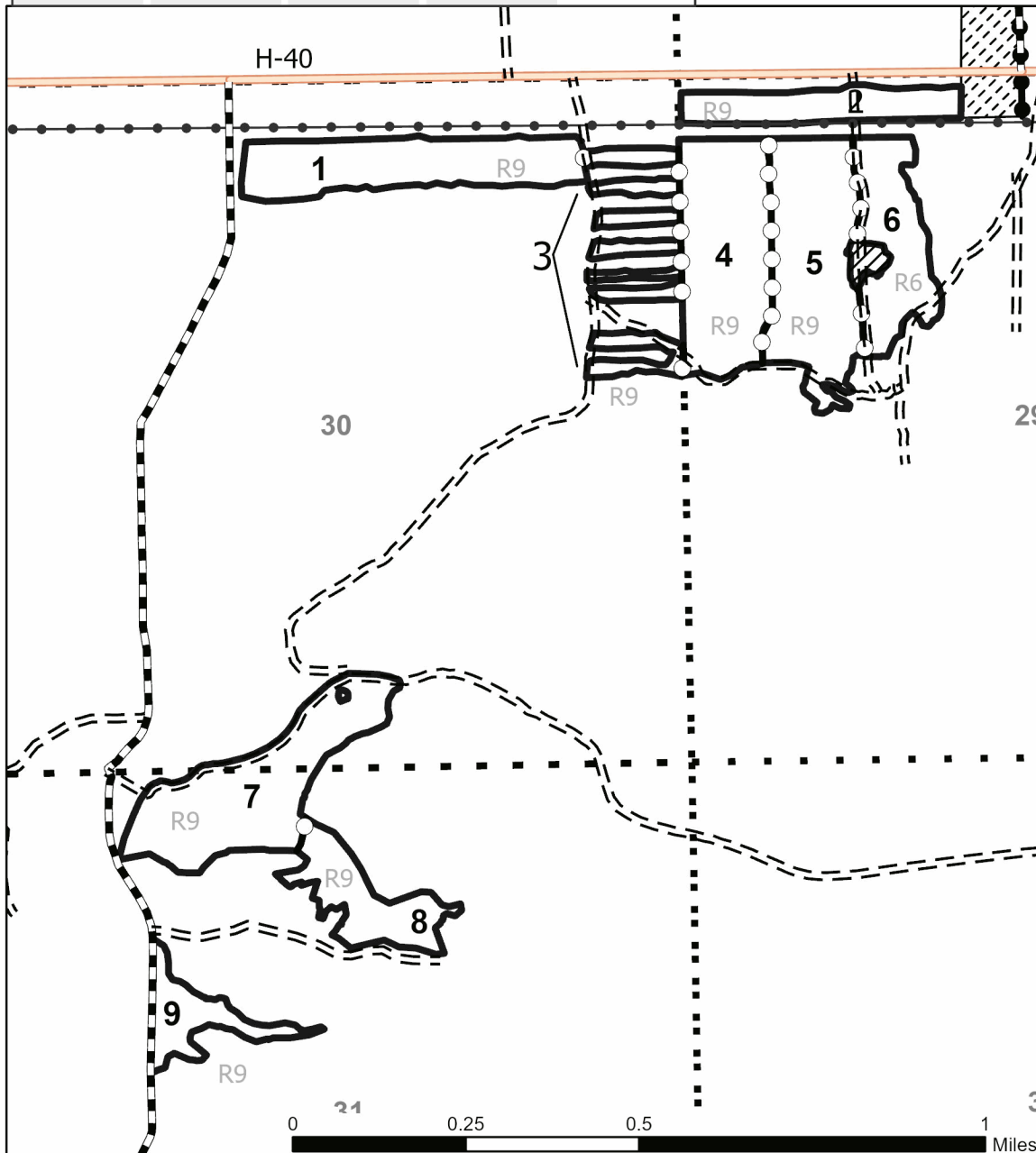
Locator Map (1:200,000)



PU #	Acres	PU #	Acres	PU #	Acres	PU #	Acres	PU #	Acres
1	22.8	3	13.3	5	28.7	7	29.5	9	8.4
2	11.9	4	27.5	6	16.6	8	12.4		

GNA2 McIntosh

171.2 Acres



Legend

- Against Federal (Orange)
- Payment Unit (Orange)
- Private Line (Red)
- Nearby Timber Sales
- Retention Areas
- Sections
- Powerline
- Paved Road
- 2 - HIGH CLEARANCE VEHICLES
- 3 - SUITABLE FOR PASSENGER CARS



GNA2 Northern Spy (45-802-24)

T44N, R04W, SEC. 17; T44N, R04W, SEC. 19; T44N, R04W, SEC. 20; T44N,

In response to the notice of sale to be held 10:00 a.m. (local time) on June 10, 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>PRODUCTS & SPECIES</u>	<u>ESTIMATED VOLUME*</u>	<u>ADVERTISED PRICE</u>	<u>BID PRICE/UNIT</u>
Pulpwood			
Jack Pine	55 Cords	\$ 36.60/Cord	\$ _____
Mixed Aspen	552 Cords	\$ 12.20/Cord	\$ _____
Mixed Hardwood	46 Cords	\$ 13.60/Cord	\$ _____
Paper Birch	3 Cords	\$ 8.30/Cord	\$ _____
Red Pine	6,945 Cords	\$ 60.40/Cord	\$ _____
Scotch Pine	7 Cords	\$ 12.00/Cord	\$ _____
White Pine	6 Cords	\$ 16.60/Cord	\$ _____
White Spruce	4 Cords	\$ 6.90/Cord	\$ _____

*The volumes are statistically estimated within plus (+) or minus (-) 22.20 percent at 95% confidence level. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

FEDERAL ID: ____ - ____ - ____ or SOCIAL SECURITY NUMBER: ____ - ____ - ____

Company or individual bidding: _____

Company representative's name: _____

Address: _____

City: _____ State: _____ Zip: _____

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

Individual or company representative's signature: _____ 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



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

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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

VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

- This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.
- In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract.
- All information must be typed or printed except for written signatures.

Please Check Appropriate Categories:

1. My business is organized as (you **must** check one of the boxes below):
 - A. Sole Proprietorship (individual)
 - B. Partnership
 - C. Corporation
2. You **must** check one of the boxes below:
 - A. I certify my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.
 - B. I certify my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).
 - C. I certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty-one (21) days of the contract award.
3. If you have checked item 2(A) or 2(B), you **must** indicate the number of **both** full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0").

_____ Full-time Employees

_____ Part-time Employees

Name of Business		Federal ID (or) Social Security No.	
Address		Telephone ()	
City	State	ZIP	

I hereby certify that the above information is true and correct. I agree to notify the Michigan DNR of any changes that occur in factors affecting my coverage during any of my present and future operations.

Signature of Owner or Authorized Representative

Title

Date

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

GNA2 McIntosh (45-803-24)

T44N, R04W, SEC. 29; T44N, R04W, SEC. 30; T44N, R04W, SEC. 31; Chippewa

In response to the notice of sale to be held 10:00 a.m. (local time) on June 10, 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>PRODUCTS & SPECIES</u>	<u>ESTIMATED VOLUME*</u>	<u>ADVERTISED PRICE</u>	<u>BID PRICE/UNIT</u>
Pulpwood			
Balsam Fir	3 Cords	\$ 10.90/Cord	\$ _____
Jack Pine	20 Cords	\$ 36.60/Cord	\$ _____
Mixed Hardwood	17 Cords	\$ 13.60/Cord	\$ _____
Quaking Aspen	69 Cords	\$ 12.20/Cord	\$ _____
Red Pine	3,042 Cords	\$ 60.40/Cord	\$ _____
Scotch Pine	25 Cords	\$ 12.00/Cord	\$ _____

*The volumes are statistically estimated within plus (+) or minus (-) 23.18 percent at 95% confidence level. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

FEDERAL ID: ____ - ____ - ____ or SOCIAL SECURITY NUMBER: ____ - ____ - ____

Company or individual bidding: _____

Company representative's name: _____

Address: _____

City: _____ State: _____ Zip: _____

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

Individual or company representative's signature: _____ 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

