



**DEPARTMENT OF NATURAL RESOURCES
STATE OF MICHIGAN
TIMBER SALE PROSPECTUS #7496**

SCHEDULED SALE DATE AND TIME: 2:00 p.m. (local time) on September 25, 2024.

LOCATION: SHINGLETON MGMT UNIT, PO BOX 67, M 28 WEST, SHINGLETON, MI 49884.

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

Comp 92 Red Pine (41-007-24) / T40N, R18W, SEC. 27, S1/2NW,S1/2NE,NESW,NWSE.

Delta County, Advertised Price \$58,963.85, 85.4 Acres, Red Pine, Jack Pine.

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

For completion of the sale, state forest roads must be graded. See Sale Spec 4.2.4 for additional information.

GNA2 WACO (41-814-24) / T42N, R19W, SEC. 7, NWNW,S1/2NW,NE,N1/2SW,N1/2SE.

T42N, R20W, SEC. 12, E1/2NW,NE,N1/2SW,SE.

T42N, R20W, SEC. 13, W1/2NE.

Delta County, Advertised Price \$210,125.60, 327.1 Acres, Hardwood, Red Pine.

SALE NOTE: No new roads are allowed, only improvements of existing roads & closed roads. See Sale Spec 4.1.6 for details.

Forest Service Road 2353B will be closed when use is complete. See Sale Spec 4.1.7 for additional info.

The County must be contacted prior to crossing or harvesting in county road R-O-W. See Sale Spec 4.3 for additional requirements.

Permission for access across private land for Payment Unit 2 is the responsibility of the Purchaser. See Sale Spec 4.4.1 for more details.

Forest Service Rd 2353C cannot be used for trucking; it can be used for skidding, but only inside sale boundaries.

Within Payment Unit(s) 10, harvesting is limited to frozen conditions (defined as frost at least 6 inches thick or compacted snow at least 12 inches thick) due to sensitive soils.

Within Payment Units 1-6, harvesting is not permitted during the period of April 15 to July 15 due to bark slippage.

In Payment Unit 8, it is recommended that harvesting occur during dry summer or frozen winter.

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, SHINGLETON OFFICE, PO Box 67 M 28 West, Shingleton, MI 49884, no later than 2:00 p.m. (local time) on September 25, 2024. For further information concerning this sale, contact Robert Burnham at 906-420-1645 extension n/a.

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

Comp 92 Red Pine (41-007-24)
T40N, R18W, SEC. 27.
Delta County (Advertised Price \$58,963.85)

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

For completion of the sale, state forest roads must be graded. See Sale Spec 4.2.4 for additional information.

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		
B. T. Aspen	12 Cords	\$ 21.40 / Cord
Jack Pine	15 Cords	\$ 29.10 / Cord
Red Maple	6 Cords	\$ 18.80 / Cord
Red Pine	639 Cords	\$ 90.65 / Cord
White Pine	14 Cords	\$ 16.60 / Cord

* The total volume is statistically estimated within plus (+) or minus (-) 20.46 percent. There are an estimated 686 cords on this timber sale, plus or minus 140 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 \$2,948.00 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	38.5%
02	36.4%
03	25.1%
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
54,224	686	20.46%	546	827

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
1	54,224	686	20.47%	546	827
TOTAL:	54,224	686		546	827

VDU TO PAYMENT UNIT

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

VDU	VDU ACRES	PU	PU ACRES
1	85.4	1	32.8
		2	31.2
		3	21.4
TOTAL:	85.4		85.4

DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	B. T. Aspen	Pulpwood	5	Cords	32.8	\$22,702.10
	Jack Pine		6	Cords		
	Red Maple		2	Cords		
	Red Pine		246	Cords		
	White Pine		5	Cords		
2	B. T. Aspen	Pulpwood	4	Cords	31.2	\$21,473.15
	Jack Pine		5	Cords		
	Red Maple		2	Cords		
	Red Pine		233	Cords		
	White Pine		5	Cords		
3	B. T. Aspen	Pulpwood	3	Cords	21.4	\$14,788.60
	Jack Pine		4	Cords		
	Red Maple		2	Cords		
	Red Pine		160	Cords		
	White Pine		4	Cords		
TOTAL:			686	Cords		

Sale Specific Conditions & Requirements

Sale Name: Comp 92 Red Pine

Sale Number: 41-007-24 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 blue, red, and yellow paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint. The painted boundary line trees are not Included Timber and are to be protected unless marked with orange paint. Yellow painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid.

2 - Timber Specifications

2.1 - Included Timber

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

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

2.2 - Utilization

2.2.3 - Stump heights (4/07)

Stump heights within the Sale Area shall not exceed 12 inches for trees greater than 10 inches DBH and 4 inches for trees smaller than 10 inches DBH. This is in order to facilitate planting operations.

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (7/14)

Payment Unit(s) with a value greater than \$20,000 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

3.4.2 - 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 oak and hemlock. If the Purchaser's operations have cut or damaged special protection trees through carelessness, the Purchaser shall pay \$100 as fixed, agreed and liquidated damages for each special protection tree cut or damaged. Such payment does not constitute ownership of the undesignated timber.

4 - Transportation

4.1 - Construction

4.1.3 - 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.

4.1.12 - No new roads (1/12)

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

4.2 - Maintenance

4.2.4 - Grading (10/16)

For completion of the sale, state forest 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.

5 - Operations

5.2 - Conduct of Operations

5.2.2 - Hazard Trees/Snags

5.2.2.1 - Den trees (10/16)

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

5.2.3 - Operating Restrictions

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.

5.8 - 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 April 1 to July 30. 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.



TIMBER SALE MAP

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

Sale Number
41-007-24

Date
12/26/2023

Forest Management Unit
Shingleton Mgt Unit

County
Delta

Mapped By: T. Burnis
Cruised By: T. Burnis

Scale
1:15,840

Page
1

Of
1

Township
40N

Range
18W

Section(s) and
Subdivision(s) Sec. 27 S1/2NW,S1/2NE,NESW,NWSE;

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

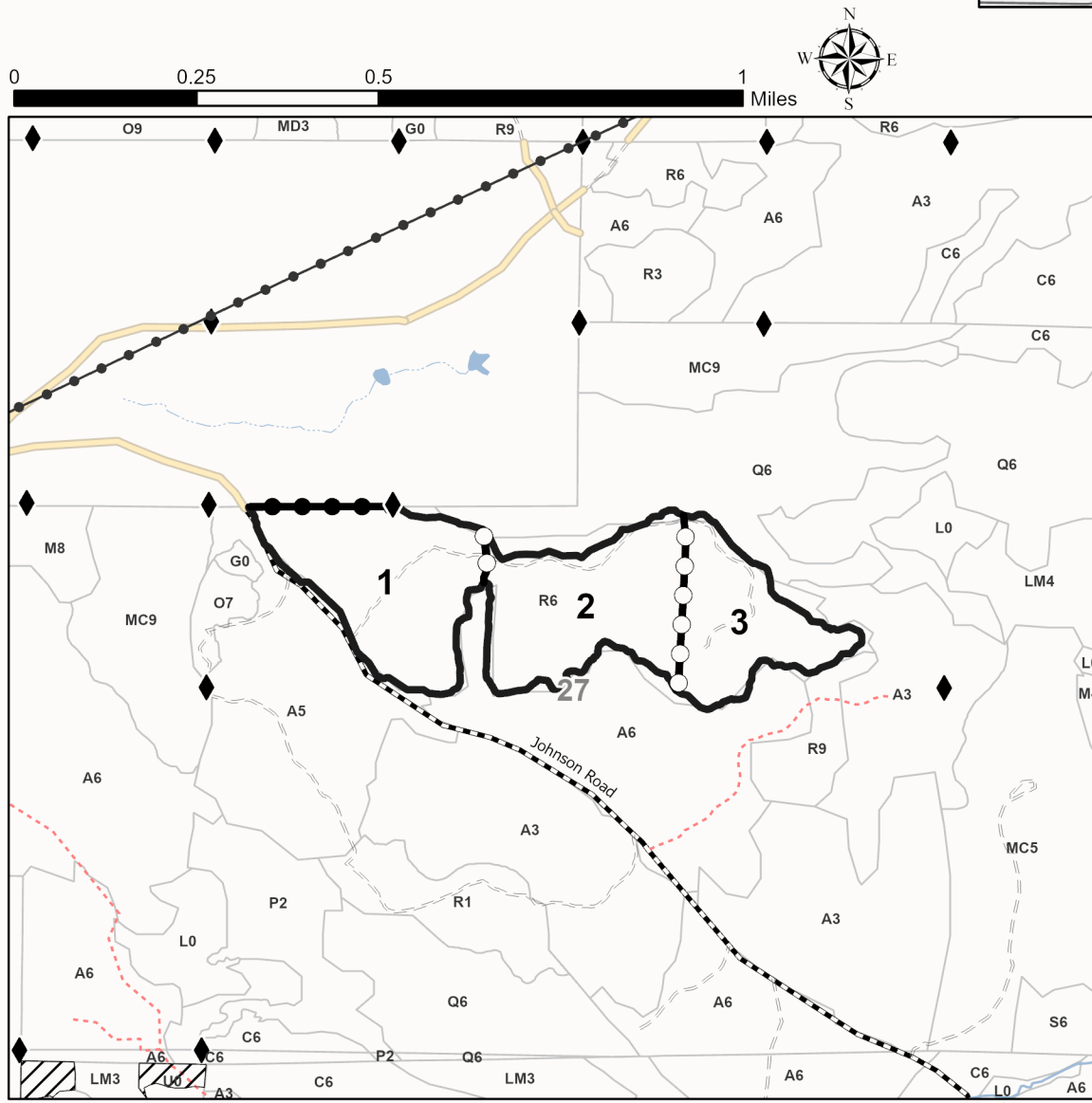
0 = Non Stocked	5 = Pole Timber Medium
1 = Seedling Sapling Poor	6 = Pole Timber Well
2 = Seedling Sapling Medium	7 = Saw Timber Poor
3 = Seedling Sapling Well	8 = Saw Timber Medium
4 = Pole Timber Poor	9 = Saw Timber Well

PU #	Acres
1	32.8
2	31.2
3	21.4

Comp 92 Red Pine

85.4 Acres

Locator Map (1:200,000)



Legend

- Against state (Red)
- Stand
- Payment Unit (Yellow)
- Private Line (Blue)
- Primary Forest Road
- Forest Access Route
- Administrative Access Only
- Non-DNR Road
- Powerline
- Survey Corner

Use QR Code to open Map in App



TIMBER SALE INFORMATION

GNA2 WACO (41-814-24)

T42N, R19W, SEC. 7; T42N, R20W, SEC. 12; T42N, R20W, SEC. 13.
Delta County (Advertised Price \$210,125.60)

SALE NOTE: No new roads are allowed, only improvements of existing roads & closed roads. See Sale Spec 4.1.6 for details.

Forest Service Road 2353B will be closed when use is complete. See Sale Spec 4.1.7 for additional info.

The County must be contacted prior to crossing or harvesting in county road R-O-W. See Sale Spec 4.3 for additional requirements.

Permission for access across private land for Payment Unit 2 is the responsibility of the Purchaser. See Sale Spec 4.4.1 for more details.

Forest Service Rd 2353C cannot be used for trucking; it can be used for skidding, but only inside sale boundaries.

Within Payment Unit(s) 10, harvesting is limited to frozen conditions (defined as frost at least 6 inches thick or compacted snow at least 12 inches thick) due to sensitive soils.

Within Payment Units 1-6, harvesting is not permitted during the period of April 15 to July 15 due to bark slippage.

In Payment Unit 8, it is recommended that harvesting occur during dry summer or frozen winter.

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>
Sawtimber		
Black Cherry	26.7 MBF	\$ 74.00 / MBF
Red Maple	77.5 MBF	\$ 86.00 / MBF
Sugar Maple	121.8 MBF	\$ 323.00 / MBF
Yellow Birch	1.3 MBF	\$ 86.00 / MBF
Pulpwood		
Balsam Fir	131 Cords	\$ 8.95 / Cord
Black Spruce	7 Cords	\$ 10.90 / Cord
Mixed Aspen	496 Cords	\$ 21.40 / Cord
Mixed Hardwood	3,172 Cords	\$ 18.80 / Cord
Paper Birch	7 Cords	\$ 9.45 / Cord
Red Pine	998 Cords	\$ 90.65 / Cord

* The total volume is statistically estimated within plus (+) or minus (-) 11.09 percent. There are an estimated 5,351 cords on this timber sale, plus or minus 594 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 \$10,506.00 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	6.2%
02	11.9%
03	9.1%
04	9.5%
05	9.8%
06	4.0%
07	9.1%
08	12.5%
09	19.1%
10	4.8%
11	4.0%

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

5. Operations on the contract issued will terminate on 06/30/2028.

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
422,730	5,351	11.09%	4,757	5,945

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
1	287,613	3,641	14.79%	3,102	4,179
2	77,583	982	14.93%	835	1,129
3	57,535	728	29.18%	516	941
TOTAL:	422,730	5,351		4,453	6,249

VDU TO PAYMENT UNIT

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

VDU	VDU ACRES	PU	PU ACRES
1	262.2	1	32.1
		2	61.6
		3	47.3
		4	49.3
		5	51.1
		6	20.8
2	39.8	7	8.9
		8	12.2
		9	18.7
3	25.1	10	13.7
		11	11.4
TOTAL:	327.1		327.1

DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Black Cherry	Sawtimber	3.2	MBF	32.1	\$13,006.15
	Red Maple		9.1	MBF		
	Sugar Maple		14.9	MBF		
	Yellow Birch		0.2	MBF		
	Balsam Fir	Pulpwood	7	Cords		
	Mixed Aspen		17	Cords		
	<i>B. T. Aspen</i>		16	<i>Cords</i>		
	<i>Quaking Aspen</i>		1	<i>Cords</i>		
	Mixed Hardwood		358	Cords		
	<i>Beech</i>	<i>Sawtimber</i>	0.3	<i>MBF</i>		
	<i>American Elm</i>	<i>Pulpwood</i>	1	<i>Cords</i>		
	<i>Beech</i>		56	<i>Cords</i>		
	<i>Black Cherry</i>		42	<i>Cords</i>		
	<i>Ironwood</i>		1	<i>Cords</i>		
	<i>Red Maple</i>		98	<i>Cords</i>		
	<i>Sugar Maple</i>		158	<i>Cords</i>		
	<i>Yellow Birch</i>		1	<i>Cords</i>		
2	Black Cherry	Sawtimber	6.3	MBF	61.6	\$24,905.35
	Red Maple		17.4	MBF		
	Sugar Maple		28.6	MBF		
	Yellow Birch		0.3	MBF		
	Balsam Fir	Pulpwood	13	Cords		
	Mixed Aspen		32	Cords		
	<i>B. T. Aspen</i>		30	<i>Cords</i>		
	<i>Quaking Aspen</i>		2	<i>Cords</i>		
	Mixed Hardwood		685	Cords		
	<i>Beech</i>	<i>Sawtimber</i>	0.5	<i>MBF</i>		
	<i>American Elm</i>	<i>Pulpwood</i>	1	<i>Cords</i>		
	<i>Beech</i>		109	<i>Cords</i>		
	<i>Black Cherry</i>		79	<i>Cords</i>		
	<i>Ironwood</i>		2	<i>Cords</i>		
	<i>Red Maple</i>		188	<i>Cords</i>		
	<i>Sugar Maple</i>		304	<i>Cords</i>		
	<i>Yellow Birch</i>		1	<i>Cords</i>		
3	Black Cherry	Sawtimber	4.7	MBF	47.3	\$19,136.70
	Red Maple		13.4	MBF		
	Sugar Maple		22.0	MBF		
	Yellow Birch		0.2	MBF		
	Balsam Fir	Pulpwood	10	Cords		
	Mixed Aspen		25	Cords		
	<i>B. T. Aspen</i>		23	<i>Cords</i>		
	<i>Quaking Aspen</i>		2	<i>Cords</i>		
	Mixed Hardwood		526	Cords		
	<i>Beech</i>	<i>Sawtimber</i>	0.5	<i>MBF</i>		
	<i>American Elm</i>	<i>Pulpwood</i>	2	<i>Cords</i>		
	<i>Beech</i>		83	<i>Cords</i>		
	<i>Black Cherry</i>		61	<i>Cords</i>		
	<i>Ironwood</i>		1	<i>Cords</i>		
	<i>Red Maple</i>		144	<i>Cords</i>		
	<i>Sugar Maple</i>		233	<i>Cords</i>		
	<i>Yellow Birch</i>		1	<i>Cords</i>		
4	Black Cherry	Sawtimber	4.9	MBF	49.3	\$19,920.20
	Red Maple		13.9	MBF		
	Sugar Maple		22.9	MBF		
	Yellow Birch		0.2	MBF		
	Balsam Fir	Pulpwood	10	Cords		

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
4 con't	Mixed Aspen	Pulpwood	26	Cords		
	<i>B. T. Aspen</i>		24	<i>Cords</i>		
	<i>Quaking Aspen</i>		2	<i>Cords</i>		
	Mixed Hardwood		548	Cords		
	<i>Beech</i>	<i>Sawtimber</i>	0.5	<i>MBF</i>		
	<i>American Elm</i>	<i>Pulpwood</i>	2	<i>Cords</i>		
	<i>Beech</i>		86	<i>Cords</i>		
	<i>Black Cherry</i>		64	<i>Cords</i>		
	<i>Ironwood</i>		1	<i>Cords</i>		
	<i>Red Maple</i>		150	<i>Cords</i>		
	<i>Sugar Maple</i>		243	<i>Cords</i>		
<i>Yellow Birch</i>		1	<i>Cords</i>			
5	Black Cherry	Sawtimber	5.1	MBF	51.1	\$20,651.35
	Red Maple		14.4	MBF		
	Sugar Maple		23.7	MBF		
	Yellow Birch		0.3	MBF		
	Balsam Fir	Pulpwood	11	Cords		
	Mixed Aspen		27	Cords		
	<i>B. T. Aspen</i>		25	<i>Cords</i>		
	<i>Quaking Aspen</i>		2	<i>Cords</i>		
	Mixed Hardwood		568	Cords		
	<i>Beech</i>	<i>Sawtimber</i>	0.5	<i>MBF</i>		
	<i>American Elm</i>	<i>Pulpwood</i>	2	<i>Cords</i>		
	<i>Beech</i>		89	<i>Cords</i>		
	<i>Black Cherry</i>		66	<i>Cords</i>		
	<i>Ironwood</i>		1	<i>Cords</i>		
	<i>Red Maple</i>		156	<i>Cords</i>		
	<i>Sugar Maple</i>		252	<i>Cords</i>		
<i>Yellow Birch</i>		1	<i>Cords</i>			
6	Black Cherry	Sawtimber	2.1	MBF	20.8	\$8,399.70
	Red Maple		5.9	MBF		
	Sugar Maple		9.7	MBF		
	Yellow Birch		0.1	MBF		
	Balsam Fir	Pulpwood	4	Cords		
	Mixed Aspen		11	Cords		
	<i>B. T. Aspen</i>		10	<i>Cords</i>		
	<i>Quaking Aspen</i>		1	<i>Cords</i>		
	Mixed Hardwood		230	Cords		
	<i>Beech</i>	<i>Sawtimber</i>	0.2	<i>MBF</i>		
	<i>American Elm</i>	<i>Pulpwood</i>	1	<i>Cords</i>		
	<i>Beech</i>		36	<i>Cords</i>		
	<i>Black Cherry</i>		27	<i>Cords</i>		
	<i>Ironwood</i>		1	<i>Cords</i>		
	<i>Red Maple</i>		63	<i>Cords</i>		
<i>Sugar Maple</i>		102	<i>Cords</i>			
7	Balsam Fir	Pulpwood	5	Cords	8.9	\$19,084.60
	Mixed Hardwood		5	Cords		
	<i>Black Cherry</i>		1	<i>Cords</i>		
	<i>Red Maple</i>		4	<i>Cords</i>		
	Red Pine		209	Cords		
8	Balsam Fir	Pulpwood	7	Cords	12.2	\$26,229.60
	Mixed Hardwood		8	Cords		
	<i>Beech</i>		1	<i>Cords</i>		
	<i>Black Cherry</i>		1	<i>Cords</i>		
	<i>Red Maple</i>		6	<i>Cords</i>		
	Red Pine		287	Cords		

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE	
9	Balsam Fir	Pulpwood	10	Cords	18.7	\$40,182.30	
	Mixed Hardwood		11	Cords			
	<i>Beech</i>		1	<i>Cords</i>			
	<i>Black Cherry</i>		2	<i>Cords</i>			
	<i>Red Maple</i>		8	<i>Cords</i>			
	Red Pine		440	Cords			
10	Black Cherry	Sawtimber	0.2	MBF	13.7	\$10,161.85	
	Red Maple		1.9	MBF			
	Balsam Fir	Pulpwood	29	Cords			
	Black Spruce		4	Cords			
	Mixed Aspen		195	Cords			
	<i>B. T. Aspen</i>		195	<i>Cords</i>			
	Mixed Hardwood		127	Cords			
	<i>Beech</i>		11	<i>Cords</i>			
	<i>Black Cherry</i>		21	<i>Cords</i>			
	<i>Ironwood</i>		2	<i>Cords</i>			
	<i>Red Maple</i>		82	<i>Cords</i>			
	<i>Yellow Birch</i>		11	<i>Cords</i>			
	Paper Birch		4	Cords			
	Red Pine		34	Cords			
	11		Black Cherry	Sawtimber			0.2
Red Maple				1.5	MBF		
Balsam Fir		Pulpwood	25	Cords			
Black Spruce			3	Cords			
Mixed Aspen			163	Cords			
<i>B. T. Aspen</i>			163	<i>Cords</i>			
Mixed Hardwood			106	Cords			
<i>Beech</i>			9	<i>Cords</i>			
<i>Black Cherry</i>			17	<i>Cords</i>			
<i>Ironwood</i>			2	<i>Cords</i>			
<i>Red Maple</i>			69	<i>Cords</i>			
<i>Yellow Birch</i>			9	<i>Cords</i>			
Paper Birch			3	Cords			
Red Pine			28	Cords			
TOTAL:			227.3	MBF			
TOTAL:			4,811	Cords			

Sale Specific Conditions & Requirements

Sale Name: GNA2 WACO

Sale Number: 41-814-24 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 Forest Service are marked with orange paint (chevrons). Interior Payment Unit boundaries are marked with orange paint (rings). Vernal Ponds are marked with orange paint; no harvesting activities may occur within these areas. Riparian Management Zones around vernal ponds are marked in yellow paint.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 10 and 11, cut all hardwood and aspen trees that are two (2) inches or more at DBH. In addition cut all other trees that meet minimum piece specifications in 2.1 Utilization.

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.

2.2 - Utilization

2.2.3 - Stump heights (4/07)

Stump heights within the Sale Area shall not exceed 12 inches for trees greater than 10 inches DBH and 4 inches for trees smaller than 10 inches DBH.

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) with a value greater than \$20,000 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 excluded with the sale boundary near Waco Lake. 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 \$10,000 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.

4.1.4 - 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)

No new roads are allowed, only improvements of existing roads and closed roads. Work 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. If access through private land cannot be obtained, then closed Road 2353B will need to be re-opened to harvest Payment Unit 2. This work and subsequent closure work will be discussed at the Pre-Sale meeting.

4.1.7 - Road closure (10/11)

Forest Service road 2353B will be closed when use is complete. 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 for no less than 50'. 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

4.2.4 - 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.

4.3 - Public Right-of-Way

4.3.2 - County R-O-W (12/06)

The county must be contacted prior to crossing or harvesting in the county road R-O-W. This applies to Payment Units 1 and 7. In addition there are known invasive weeds in the ROW of Unit 7, equipment cleaning per spec 5.6.2 (b)(ii) will be required prior to moving equipment out of Payment Unit 7.

4.4 - Access

4.4.1 - Private property access (3/11)

Permission for access across private land to access Unit 2 is the responsibility of the Purchaser. Should the Purchaser desire to cross private land, a copy of the written permission from the private land-owner may be required by the DNR. If permission cannot be obtained reconstruction of Forest Service Rd 2353B will be required.

4.4.4 - Restricted access (10/05)

Forest Service Road 2353C cannot be used for trucking, it can be used for skidding but only inside the sale boundaries.

5 - Operations

5.1 - Notification

5.1.1 - Pre-sale conference (10/16)

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations to determine landing and road locations. The Unit Manager or his/her representative must be contacted at least 10 days in advance to schedule the conference.

5.1.4 - Post-sale conference (10/16)

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

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.2 - Slash Removal

5.2.1.2.1 - Slash removal, right-of-way (9/16)

All slash must be removed at least 10 feet from the cleared right-of-way of forest service roads. Within 25 feet of forest service roads, slash must be reduced to 1 foot and no higher than 4 feet anywhere else. Slash cannot be windrowed.

5.2.2 - Hazard Trees/Snags

5.2.2.1 - Den trees (10/16)

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

5.2.3 - Operating Restrictions

5.2.3.1 - Operating restrictions (9/11)

Within Payment Unit(s) 10, unless changed by written agreement, cutting, skidding, and hauling are limited to frozen condition, defined as frost at least 6 inches thick or compacted snow at least 12 inches thick. This restriction is because of sensitive soils.

5.2.3.3 - Bark slippage restriction (3/09)

Within Payment Unit(s) 1 - 6, 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.

5.2.3.6 - 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.

5.2.4 - Dead and Down Creation

5.2.4.1 - Dead and down creation, marked trees (10/13)

Within Payment Units 7 - 9, trees marked in green paint must be topped at 15 feet (preferably 20 feet) off the ground. The top must be left intact on the ground and the remainder of the tree must be left standing. This is being done to create snags in the stands.

5.2.4.6 - Dead and down creation, other (9/09)

To encourage grouse, in Payment Units 10 and 11, trees marked in green must be felled and left as they lie for drumming logs. These trees should be cut as low as possible.

5.2.22 - Operating Caution

5.2.22.1 - Operating caution (6/11)

It is recommended, but not required, that within Payment Unit(s) 8, cutting, skidding, and hauling occur during dry summer or frozen winter conditions. The reason for the recommendation is because of sensitive soils along Road 2352A. Dry summer conditions are when the water table is at least 15 inches below the surface of the ground. If Payment Unit 2 cannot be accessed through private land, then this caution would also apply to the reconstruction of Road 2353B.

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. Skid trails leaving roads and landings must have sufficient slash to prevent vehicular and ORV movement along the trail.

5.2.37 - No decking areas (12/08)

No decking is allowed along County Road 442.

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

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

5.4 - Soil Protection

5.4.1 - Rutting restriction, general (7/16)

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

5.4.2 - 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.

5.4.6 - Wet area protection (5/10)

No harvesting operations, including skidding and felling, are to take place within vernal pool areas or drainages. When harvesting occurs, there should be no disturbance to the vernal pool depression. All equipment, trees and tops should be kept out of this area. Within 100 feet of the pool, equipment should only be used when the soil is in a dry or frozen condition. Care must be taken by the Purchaser to identify and avoid operating in these areas of the timber sale.

5.4.7 - Rutting restriction, Riparian Management Zone (RMZ) (1/09)

Within the Riparian Management Zone (RMZ), as shown on the attached Timber Sale Map, operations are to cease immediately if equipment and weather conditions result in rutting of roads and skid trails which is 6 inches or greater in depth and 25 feet in length. The Unit Manager or his/her representative may restrict hauling and/or skidding if ruts exceed the specified depth. With the Unit Manager or his/her representative's approval, the Purchaser may return to the area when the risk of rutting has decreased.

5.6 - Debris and Waste Material

5.6.2 - GNA, equipment cleaning (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

5.8.4 - Red shoulder hawk or goshawk (2) (8/24)

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 ten-chain radius (31 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.

Within a one-half mile radius from the nest tree there shall be no harvest activities during the breeding period. For the northern goshawk, the restriction is from March 1 to August 31. For the red-shouldered hawk, the restriction is from April 1 to August 31.

For a nest to be considered inactive, it must be observed as inactive for an entire nesting season by a wildlife biologist.

5.8.9 - Bat habitat and roost trees (5/24)

If bats are observed emerging from a tree prior to being felled, or if injured or dead bats are found after a tree is felled, notify the Unit Manager for coordination with Forest Service biologists. If the tree is determined to be a roost, the contract may be amended to include a no activity buffer (typically 150 feet radius around the roost tree or trees).

6 - Safety and Fire Prevention

6.2 - Signing

6.2.1 - Road posting (10/20)

The Purchaser is responsible for posting and maintaining caution signs on County Road 442 prior to beginning operations. The road must be posted at appropriate distances from the Sale Area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

7 - Other Conditions

SKIP

7.1.1 - GNA, title (7/16)

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

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

7.3 - Contract Modifications

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

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

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

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

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

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

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

(i) a no cost contract extension,

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

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

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

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

7.5 - Loss

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

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

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

7.10 - Certified Timber

7.10.1 - Non-certified timber (2/16)

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



TIMBER SALE MAP

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

Sale Number 41-814-24	Date 08/23/2024
Scale 1:15,840	Page 1
	Of 2

Forest Management Unit Shingleton Mgt Unit	County Delta	Mapped By: S Kentner
		Cruised By: Shingleton staff

Township 42N	Range 19W / 20W	Section(s) and Subdivision(s) Sec. 12 E1/2NW,NE,N1/2SW,SE; Sec. 13 W1/2NE; Sec. 7 NWNW,S1/2NW,NE,N1/2SW,N1/2SE;
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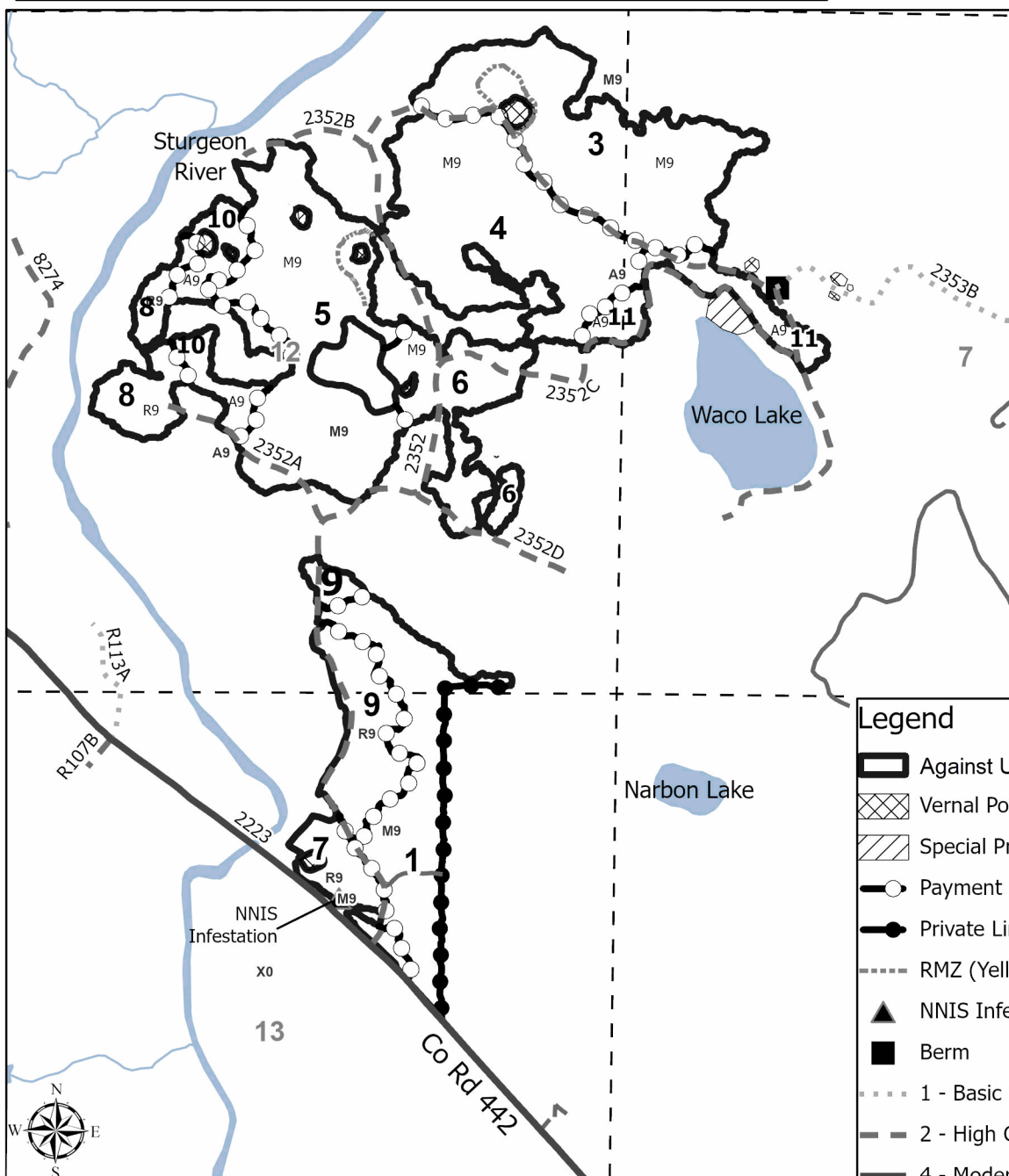
Cover Type			
A = Aspen	J = Jack Pine	O = Oak	U = Upland Brush
B = Paper Birch	K = Rock	P = Lowland Poplar	UM = Upland Mix Forest
C = Cedar	L = Lowland Brush	Q = Mixed Swamp Conifer	V = Bog or Marsh
D = Treed Bog	LM = Lowland Mix Forest	R = Red Pine	W = White Pine
E = Swamp Hardwoods	M = Maple, Beech, 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

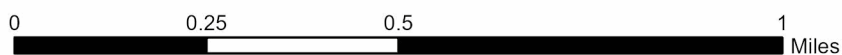
GNA 2 WACO

327.1 Acres

PU #	Acres
1	32.1
2	61.6
3	47.3
4	49.3
5	51.1
6	20.8
7	8.9
8	12.2
9	18.7
10	13.7
11	11.4



Legend	
	Against USFS (Orange "Chevron")
	Vernal Pool (Orange)
	Special Protection Area
	Payment Unit (Orange "Ringed")
	Private Line (Red)
	RMZ (Yellow)
	NNIS Infestation
	Berm
	1 - Basic Custodial Care (Closed)
	2 - High Clearance Vehicles
	4 - Moderate Degree of User Comfort
	Non USFS Roads





TIMBER SALE MAP

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

Sale Number 41-814-24	Date 08/23/2024
Scale 1:10,000	Page 2
	Of 2

Forest Management Unit Shingleton Mgt Unit	County Delta	Mapped By: S Kentner
		Cruised By: Shingleton staff

Township 42N	Range 19W / 20W	Section(s) and Subdivision(s) Sec. 12 E1/2NW,NE,N1/2SW,SE; Sec. 13 W1/2NE; Sec. 7 NWNW,S1/2NW,NE,N1/2SW,N1/2SE;
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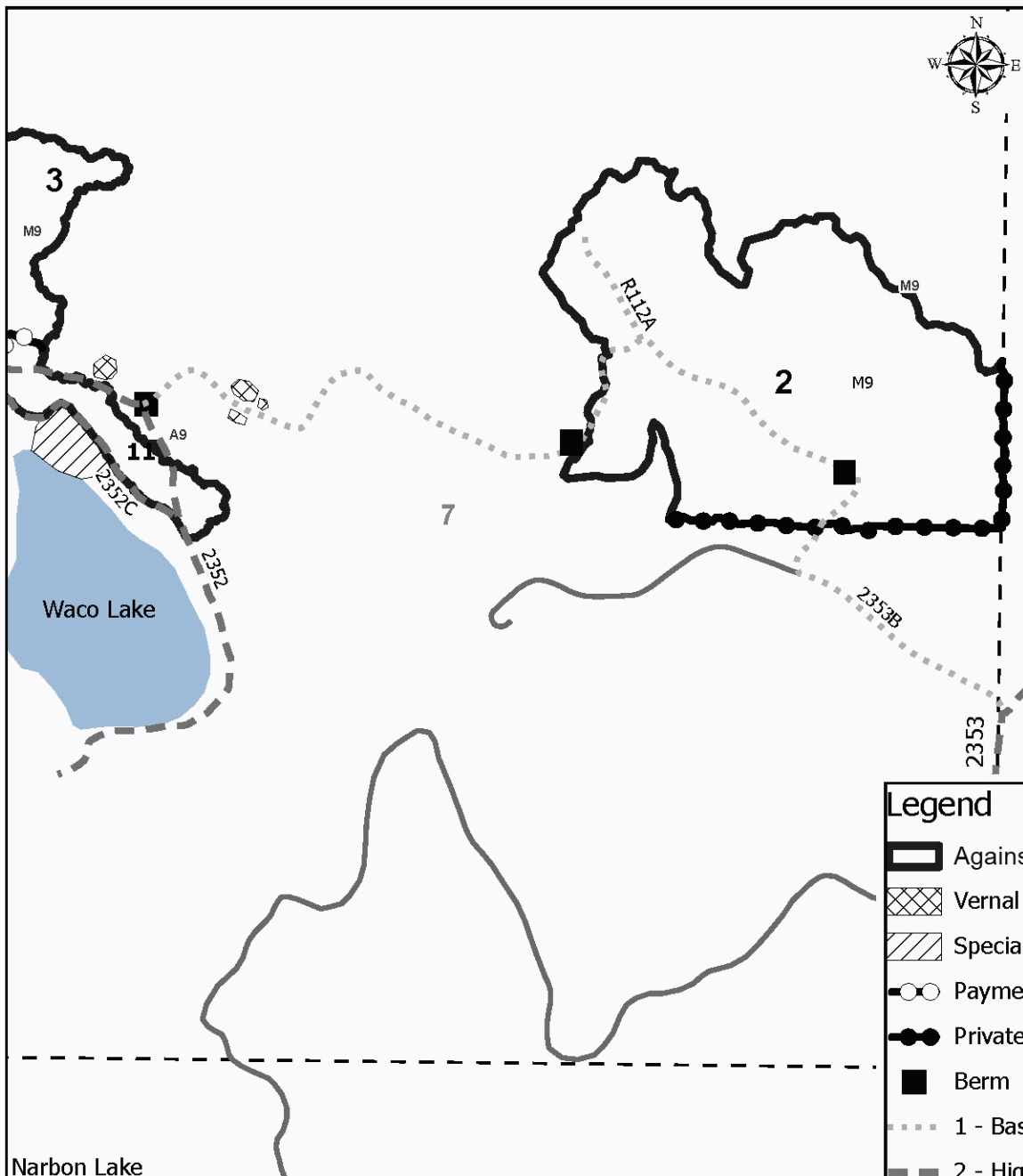
Cover Type			
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B = Paper Birch	K = Rock	P = Lowland Poplar	UM = Upland Mix Forest
C = Cedar	L = Lowland Brush	Q = Mixed Swamp Conifer	V = Bog or Marsh
D = Treed Bog	LM = Lowland Mix Forest	R = Red Pine	W = White Pine
E = Swamp Hardwoods	M = Maple, Beech, 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
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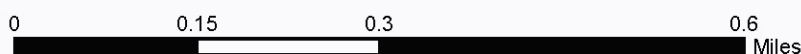
GNA 2 WACO

327.1 Acres

PU #	Acres
1	32.1
2	61.6
3	47.3
4	49.3
5	51.1
6	20.8
7	8.9
8	12.2
9	18.7
10	13.7
11	11.4



Legend	
	Against USFS (Orange "Chevron")
	Vernal Pool (Orange)
	Special Protection Area
	Payment Unit (Orange "Ringed")
	Private Line (Red)
	Berm
	1 - Basic Custodial Care (Closed)
	2 - High Clearance Vehicles
	Non USFS Roads



Comp 92 Red Pine (41-007-24)
T40N, R18W, SEC. 27; Delta COUNTY

In response to the notice of sale to be held 2:00 p.m. (local time) on September 25, 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			
B. T. Aspen	12 Cords	\$ 21.40/Cord	\$ _____
Jack Pine	15 Cords	\$ 29.10/Cord	\$ _____
Red Maple	6 Cords	\$ 18.80/Cord	\$ _____
Red Pine	639 Cords	\$ 90.65/Cord	\$ _____
White Pine	14 Cords	\$ 16.60/Cord	\$ _____

*The volumes are statistically estimated within plus (+) or minus (-) 20.46 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 WACO (41-814-24)

T42N, R19W, SEC. 7; T42N, R20W, SEC. 12; T42N, R20W, SEC. 13; Delta

In response to the notice of sale to be held 2:00 p.m. (local time) on September 25, 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>
Sawtimber			
Black Cherry	26.7 MBF	\$ 74.00/MBF	\$ _____
Red Maple	77.5 MBF	\$ 86.00/MBF	\$ _____
Sugar Maple	121.8 MBF	\$ 323.00/MBF	\$ _____
Yellow Birch	1.3 MBF	\$ 86.00/MBF	\$ _____
Pulpwood			
Balsam Fir	131 Cords	\$ 8.95/Cord	\$ _____
Black Spruce	7 Cords	\$ 10.90/Cord	\$ _____
Mixed Aspen	496 Cords	\$ 21.40/Cord	\$ _____
Mixed Hardwood	3,172 Cords	\$ 18.80/Cord	\$ _____
Paper Birch	7 Cords	\$ 9.45/Cord	\$ _____
Red Pine	998 Cords	\$ 90.65/Cord	\$ _____

*The volumes are statistically estimated within plus (+) or minus (-) 11.09 percent at 95% confidence level. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

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

Company or individual bidding: _____

Company representative's name: _____

Address: _____

City: _____ State: _____ Zip: _____

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

Individual or company representative's signature: _____ 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

