



**DEPARTMENT OF NATURAL RESOURCES  
STATE OF MICHIGAN**

**TIMBER SALE PROSPECTUS #6254**

SCHEDULED SALE DATE AND TIME: 3:00 p.m. (local time) on September 12, 2018.

LOCATION: BALDWIN FIELD OFFICE, 2468 WEST 24TH ST, BALDWIN, MI 49304.

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

GNA County Line Pine (63-802-18) / T20N, R12W, SEC. 1 , N1/2SW.

T20N, R12W, SEC. 2 , N1/2NE,SENE,NESE.

Lake County, Advertised Price \$108,326.80, 81.3 Acres, Red Pine, Aspen.

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

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.

GNA High Bridge Aspen (63-803-18) / T22N, R14W, SEC. 32, S1/2SE,NESE.

T22N, R14W, SEC. 33, E1/2SW.

Manistee County, Advertised Price \$56,242.35, 41.9 Acres, Aspen, Hardwood.

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

Access to Payment Unit 2 may be difficult. Prospective bidders should view possible access before bidding.

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.

GNA Dowling Creek Pine (63-804-18) / T21N, R11W, SEC. 29, E1/2NW,S1/2NE,NWNE,SESE.

Wexford County, Advertised Price \$117,744.00, 85.8 Acres, Red Pine.

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

Access may be through other public land.

GNA Hoxeyville Pine (63-805-18) / T21N, R11W, SEC. 32, NWNW.

T21N, R12W, SEC. 25, W1/2NE.

T21N, R12W, SEC. 36, S1/2NE, NESE.

Wexford County, Advertised Price \$129,365.75, 105.2 Acres, Red Pine.

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

Access may be through other public land.

GNA Martin Creek (63-806-17) / T14N, R14W, SEC. 14, SW.

T14N, R14W, SEC. 15, SENW, SENE, N1/2SW, E1/2SE.

Newaygo County, Advertised Price \$207,551.50, 134.9 Acres, Red Pine, Aspen.

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

Access to Payment Units 3-7 may be through private land. Access to Payment Units 4-7 will require the installation of a portable bridge, unless access is granted from the landowner to the north.

Access may be through private or other public land.

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

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

Bids must be received by the Unit Manager, BALDWIN OFFICE, 2468 WEST 24TH ST, BALDWIN, MI 49304, no later than 3:00 p.m. (local time) on September 12, 2018. For further information concerning this sale, contact Staniulis, Di Ann at 231-745-4651 extension 6925.

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

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

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

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

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

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

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

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

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

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

### 6. Award of Contract (1/11)

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

### 7. Down Payment (1/11)

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

### 8. Performance Security (1/11)

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

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

#### 9. Timber Sale Contract (7/18)

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

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

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

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

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

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

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

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

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

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

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

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

- a. That the Bidder and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from timber sales (covered transactions) by any Federal department or agency.
- b. That the Bidder and its principals have not within a 3-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- c. That the Bidder and its principals are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph b of this certification.
- d. That the Bidder and its principals have not within a 3-year period preceding this bid had one or more public transactions (Federal, State, or local) terminated for breach or default of a timber or forest product contract.

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

KEITH CREAGH  
Director



# TIMBER SALE INFORMATION

GNA County Line Pine (63-802-18)  
T20N, R12W, SEC. 1; T20N, R12W, SEC. 2.  
Lake County (Advertised Price \$108,326.80)

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

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

A timber sale contract for this lump sum, sealed bid timber sale will be awarded to the responsible bidder offering the highest sealed bid price. Bids must be at or above the following advertised price for each species:

| <u>PRODUCTS &amp; SPECIES</u> | <u>ESTIMATED UNITS*</u> | <u>ADVERTISED PRICE</u> |
|-------------------------------|-------------------------|-------------------------|
| Sawtimber                     |                         |                         |
| Red Pine                      | 416.20 MBF              | \$ 118.00 / MBF         |
| Pulpwood                      |                         |                         |
| Mixed Aspen                   | 44.00 Cords             | \$ 23.65 / Cord         |
| Red Pine                      | 1,364.00 Cords          | \$ 42.65 / Cord         |

\* The total volume is statistically estimated within plus (+) or minus (-) 13.06 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

### **BOND AND PAYMENT SCHEDULE:**

1. A bond in the amount of \$5,416.00 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                  | 17.9%                       |
| 02                  | 82.1%                       |
4. If no cutting takes place, the 10% down payment will not be refunded.
5. Operations on the contract issued will terminate on 09/12/2020.

### **Description of Timber by Payment Unit (PU)**

| PU     | MARKET GROUP         | PRODUCT          | QUANTITY | UNIT         | ACRES | ADVERTISE PRICE |
|--------|----------------------|------------------|----------|--------------|-------|-----------------|
| 1      | Red Pine             | Sawtimber        | 82.5     | MBF          | 13.7  | \$19,373.90     |
|        | Red Pine             | Pulpwood         | 226.0    | Cords        |       |                 |
| 2      | Red Pine             | Sawtimber        | 333.7    | MBF          | 67.6  | \$88,952.90     |
|        | Mixed Aspen          | Pulpwood         | 44.0     | Cords        |       |                 |
|        | <i>B. T. Aspen</i>   | <i>Sawtimber</i> | 3.5      | <i>MBF</i>   |       |                 |
|        | <i>Quaking Aspen</i> |                  | 5.3      | <i>MBF</i>   |       |                 |
|        | <i>B. T. Aspen</i>   | <i>Pulpwood</i>  | 3.0      | <i>Cords</i> |       |                 |
|        | <i>Quaking Aspen</i> |                  | 23.0     | <i>Cords</i> |       |                 |
|        | Red Pine             |                  | 1,138.0  | Cords        |       |                 |
| TOTAL: |                      |                  | 416.2    | MBF          |       |                 |
| TOTAL: |                      |                  | 1,408.0  | Cords        |       |                 |

## Sale Specific Conditions & Requirements

**Sale Name: GNA County Line Pine**

**Sale Number: 63-802-18 Seq#: 1**

### 1 - Sale Area

#### 1.2 - Boundaries

##### 1.2.1 - Painted boundaries (1/14)

The sale boundary and Payment Unit boundaries are marked and identified by orange paint, except the boundaries along 12 Mile Road and State Road, which are unpainted and identified by the roads. The painted boundary line trees are not Included Timber and are to be protected unless marked with blue paint.

### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1 and 2, 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 6 inches for trees smaller than 10 inches DBH.

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

Within Payment Unit(s) 1 and 2, chipping of limbs or tops is not permitted. Limbs and the remaining top must be left on site and scattered.

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

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

### 3 - Payments

#### 3.3 - Pre-measured Sales

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

Payment Unit(s) 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 Supplement. There will be only one division per Payment Unit.

#### 3.4 - Damaged Timber

##### 3.4.1 - Damaged timber (6/14)

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

### 4 - Transportation

#### 4.1 - Construction

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

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

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

Construction of new roads or improvements of existing roads shall be done in such a way as to minimize the environmental



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

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

All new roads built into the sale must be blocked to vehicle traffic within 30 days of completion of hauling. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing double earthen berms at strategic locations. These roads must be rendered impassable to cars and trucks. Temporary berms may be required if no sale activity occurs for 30 or more consecutive days. Contact the sale administrator for specific details of design and placement.

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

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

## 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

##### 5.2.3.1 - Operating restrictions (9/11)

Within Payment Unit(s) 1 and 2, cutting, skidding, and hauling are limited to the period of August 1 to March 1. This restriction is to protect the northern long-eared bat and northern goshawk, as well as to prevent the infection of oak wilt.

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

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

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

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

### 5.4 - Soil Protection

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

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

### 5.6 - Debris and Waste Material

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

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

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

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

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

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

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

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

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

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

## 5.8 - Protection of Endangered Species

### 5.8.5 - Protection of raptor nests (3/13)

All trees with raptor nests will be protected if found during harvesting operations. Notification will be made to the Unit Manager or his/her representative who will notify the Wildlife Biologist so an on-site evaluation and recommendation can be made, if necessary.

## 6 - Safety and Fire Prevention

### 6.2 - Signing

#### 6.2.1 - Road posting (9/09)

The Purchaser is responsible for posting and maintaining caution signs on 12 Mile Road and State 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.



|             |      |
|-------------|------|
| Sale Number | Year |
| 63 - 802    | 18   |

# TIMBER SALE MAP

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

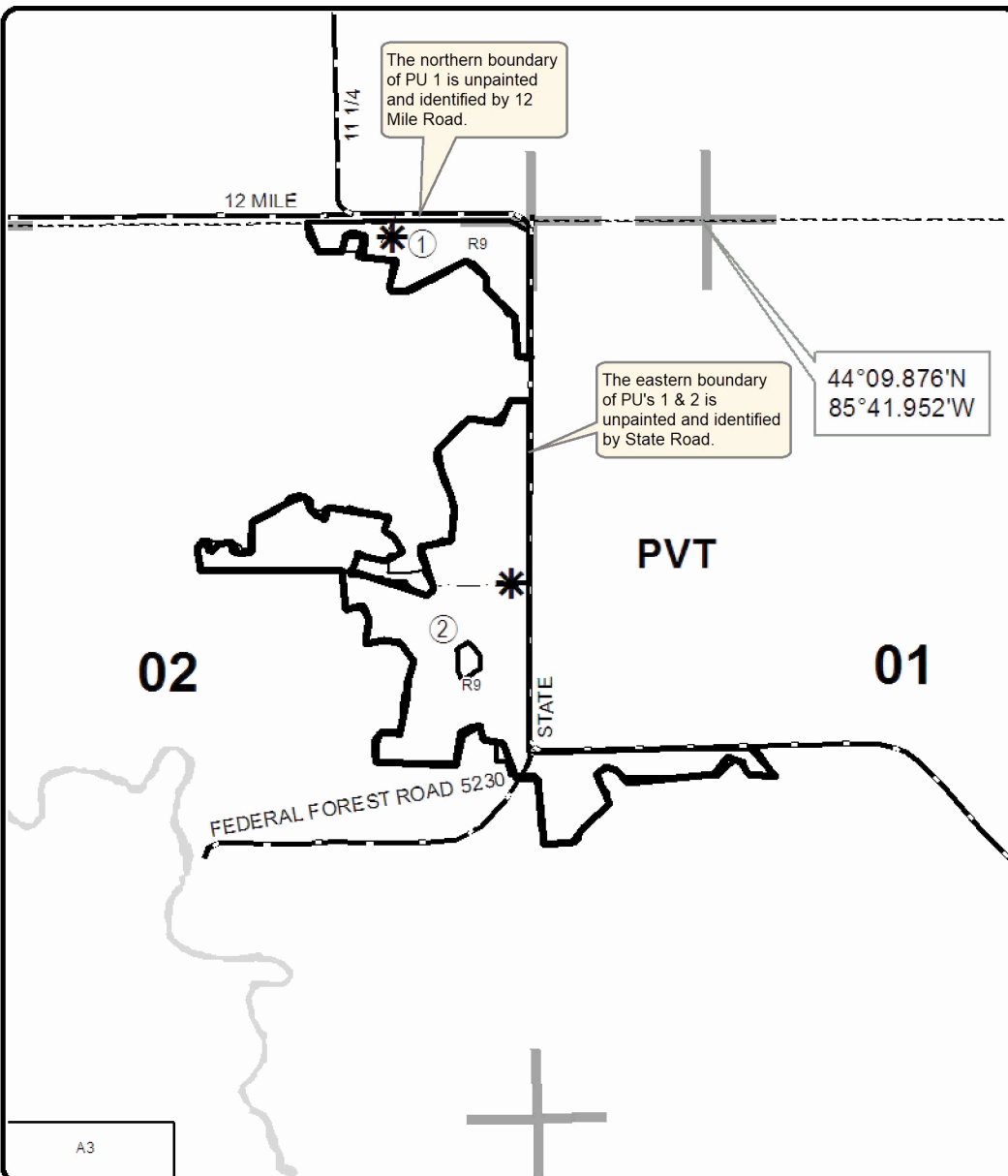
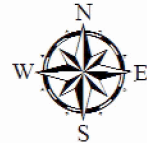
|                                    |                |   |                    |           |         |
|------------------------------------|----------------|---|--------------------|-----------|---------|
| Forest Management Unit<br>Cadillac | County<br>Lake | Mapped By<br>Hallfrisch                                   | Date<br>06/29/2018 | Page<br>1 | of<br>1 |
| Township<br>20N                    | Range<br>12W   | Section(s) and Subdivision(s)<br>Sec. 1 SW; Sec. 2 NE, SE | Scale<br>1:15,840  |           |         |

| Cover Type        |                      |                         |                   | Density                     |                        |
|-------------------|----------------------|-------------------------|-------------------|-----------------------------|------------------------|
| A = Aspen         | H = Hemlock          | N = Marsh               | U = Upland Brush  | 0 = Non Stocked             | 5 = Pole Timber Medium |
| B = Paper Birch   | J = Jack Pine        | O = Oak                 | UM = Upland Mixed | 1 = Seedling Sapling Poor   | 6 = Pole Timber Well   |
| C = Cedar         | L = Lowland Brush    | P = Lowland Poplar      | V = Bog or Marsh  | 2 = Seedling Sapling Medium | 7 = Saw Timber Poor    |
| D = Treed Bog     | LM = Lowland Mixed   | Q = Mixed Swamp Conifer | W = White Pine    | 3 = Seedling Sapling Well   | 8 = Saw Timber Medium  |
| E = Swamp Hdwoods | M = Mpl, Bch, Brch   | R = Red Pine            | X = Non Stocked   | 4 = Pole Timber Poor        | 9 = Saw Timber Well    |
| F = Spruce Fir    | MC = Mixed Conifer   | S = Black Spruce        | Z = Water         |                             |                        |
| G = Grass         | MD = Mixed Deciduous | T = Tamareck            |                   |                             |                        |

| PU | Acres |
|----|-------|
| 1  | 13.7  |
| 2  | 67.6  |

## GNA County Line Pine

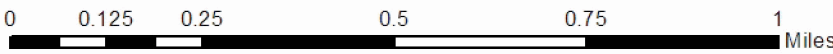
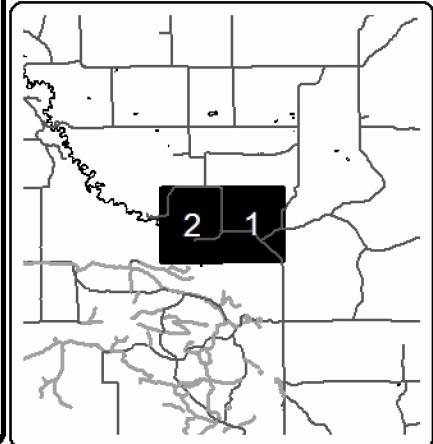
Compartment 7904506  
81.3 Acres



### Legend

- Sale Boundary (Orange)
- Section Corners
- County Road
- Pine River
- County Line
- Access Road
- \* Berm

Locator Map  
1:200,000





## TIMBER SALE INFORMATION

GNA High Bridge Aspen (63-803-18)  
T22N, R14W, SEC. 32; T22N, R14W, SEC. 33.  
Manistee County (Advertised Price \$56,242.35)

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

Access to Payment Unit 2 may be difficult. Prospective bidders should view possible access before bidding.

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. Bids must be at or above the following advertised price for each species:

| <u>PRODUCTS &amp; SPECIES</u> | <u>ESTIMATED UNITS*</u> |       | <u>ADVERTISED PRICE</u> |
|-------------------------------|-------------------------|-------|-------------------------|
| Sawtimber                     |                         |       |                         |
| Mixed Aspen                   | 161.10                  | MBF   | \$ 138.00 / MBF         |
| Red Maple                     | 13.20                   | MBF   | \$ 138.00 / MBF         |
| Red Oak                       | 22.80                   | MBF   | \$ 202.00 / MBF         |
| White Oak                     | 26.00                   | MBF   | \$ 61.00 / MBF          |
| White Pine                    | 14.60                   | MBF   | \$ 101.00 / MBF         |
| Pulpwood                      |                         |       |                         |
| Mixed Aspen                   | 676.00                  | Cords | \$ 23.65 / Cord         |
| Mixed Hardwood                | 160.00                  | Cords | \$ 18.80 / Cord         |
| Mixed Oak                     | 238.00                  | Cords | \$ 14.70 / Cord         |
| Red Pine                      | 3.00                    | Cords | \$ 42.65 / Cord         |
| White Pine                    | 88.00                   | Cords | \$ 21.60 / Cord         |

\* The total volume is statistically estimated within plus (+) or minus (-) 10.88 percent. 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 \$2,812.00 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                  | 87.4%                       |
| 02                  | 12.6%                       |

4. If no cutting takes place, the 10% down payment will not be refunded.
5. Operations on the contract issued will terminate on 09/12/2020.

**Description of Timber by Payment Unit (PU)**

| PU         | MARKET GROUP         | PRODUCT          | QUANTITY | UNIT         | ACRES | ADVERTISE PRICE |
|------------|----------------------|------------------|----------|--------------|-------|-----------------|
| 1          | Mixed Aspen          | Sawtimber        | 154.2    | MBF          | 36.3  | \$49,141.05     |
|            | <i>B. T. Aspen</i>   |                  | 136.5    | <i>MBF</i>   |       |                 |
|            | <i>Quaking Aspen</i> |                  | 17.7     | <i>MBF</i>   |       |                 |
|            | Red Maple            |                  | 11.0     | MBF          |       |                 |
|            | Red Oak              |                  | 19.1     | MBF          |       |                 |
|            | White Oak            |                  | 26.0     | MBF          |       |                 |
|            | White Pine           |                  | 5.9      | MBF          |       |                 |
|            | Mixed Aspen          | Pulpwood         | 584.0    | Cords        |       |                 |
|            | <i>B. T. Aspen</i>   |                  | 469.0    | <i>Cords</i> |       |                 |
|            | <i>Quaking Aspen</i> |                  | 115.0    | <i>Cords</i> |       |                 |
|            | Mixed Hardwood       |                  | 127.0    | Cords        |       |                 |
|            | <i>Beech</i>         | <i>Sawtimber</i> | 5.4      | <i>MBF</i>   |       |                 |
|            | <i>Beech</i>         | <i>Pulpwood</i>  | 35.0     | <i>Cords</i> |       |                 |
|            | <i>Black Cherry</i>  |                  | 20.0     | <i>Cords</i> |       |                 |
|            | <i>Red Maple</i>     |                  | 61.0     | <i>Cords</i> |       |                 |
|            | Mixed Oak            |                  | 222.0    | Cords        |       |                 |
|            | <i>Red Oak</i>       |                  | 78.0     | <i>Cords</i> |       |                 |
|            | <i>White Oak</i>     |                  | 144.0    | <i>Cords</i> |       |                 |
|            | Red Pine             |                  | 3.0      | Cords        |       |                 |
|            | White Pine           |                  | 33.0     | Cords        |       |                 |
| 2          | Mixed Aspen          | Sawtimber        | 6.9      | MBF          | 5.6   | \$7,101.30      |
|            | <i>B. T. Aspen</i>   |                  | 6.9      | <i>MBF</i>   |       |                 |
|            | Red Maple            |                  | 2.2      | MBF          |       |                 |
|            | Red Oak              |                  | 3.7      | MBF          |       |                 |
|            | White Pine           |                  | 8.7      | MBF          |       |                 |
|            | Mixed Aspen          | Pulpwood         | 92.0     | Cords        |       |                 |
|            | <i>B. T. Aspen</i>   |                  | 92.0     | <i>Cords</i> |       |                 |
|            | Mixed Hardwood       |                  | 33.0     | Cords        |       |                 |
|            | <i>Beech</i>         | <i>Sawtimber</i> | 2.7      | <i>MBF</i>   |       |                 |
|            | <i>Beech</i>         | <i>Pulpwood</i>  | 10.0     | <i>Cords</i> |       |                 |
|            | <i>Red Maple</i>     |                  | 18.0     | <i>Cords</i> |       |                 |
|            | Mixed Oak            |                  | 16.0     | Cords        |       |                 |
|            | <i>Red Oak</i>       |                  | 16.0     | <i>Cords</i> |       |                 |
| White Pine |                      | 55.0             | Cords    |              |       |                 |
| TOTAL:     |                      |                  | 237.7    | MBF          |       |                 |
| TOTAL:     |                      |                  | 1,165.0  | Cords        |       |                 |



## Sale Specific Conditions & Requirements

**Sale Name: GNA High Bridge Aspen**

**Sale Number: 63-803-18 Seq#: 1**

### 1 - Sale Area

#### 1.2 - Boundaries

##### 1.2.1 - Painted boundaries (1/14)

The sale boundary and Payment Unit boundaries are marked and identified by orange paint, except the boundaries along Chicago Avenue and High Bridge Road, which are unpainted and identified by the roads. The painted boundary line trees are not Included Timber and are to be protected.

### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1 and 2, cut all trees which meet minimum piece specifications in 2.2 Utilization, except do not cut trees marked with orange paint above and below stump height. In addition, within Payment Unit 1, do not cut white pine 20" at DBH or greater.

#### 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 6 inches for trees smaller than 10 inches DBH.

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

Within Payment Unit(s) 1 and 2, chipping of limbs or tops is not permitted. Limbs and the remaining top must be left on site and scattered.

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

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

### 3 - Payments

#### 3.4 - Damaged Timber

##### 3.4.1 - Damaged timber (6/14)

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

### 4 - Transportation

#### 4.1 - Construction

##### 4.1.3 - 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.

##### 4.1.5 - Culverts (5/14)

Access may require the installation of culverts for cross drainage or at natural drainage-ways. If culverts are needed in these locations, their placement will be specified by the sale administrator and they shall be installed prior to hauling. When culverts are removed, fill shall be removed from wetland soils as specified. Soils shall be maintained and left in a non-erodible condition, with water bars, seed, fertilizer, mulch, and slash installed as directed by the sale administrator and as specified in the BMP manual.

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

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

#### 4.1.12 - No new roads (1/12)

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

### 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

###### 5.2.3.11 - Coppice regeneration protection (4/10)

To promote aspen regeneration, harvesting is limited to the period of October 20 to March 31. Timber harvesting in any Payment Unit must be completed before significant aspen sprouting occurs in that Payment Unit so as to minimize damage to the new regeneration.

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

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

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

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

#### 5.4 - Soil Protection

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

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

#### 5.6 - Debris and Waste Material

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

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

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

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

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

(iii) Prior to moving any Off-Road Equipment subject to the cleaning requirements set forth above, Purchaser shall advise

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

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

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

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

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

## 5.8 - Protection of Endangered Species

### 5.8.5 - Protection of raptor nests (3/13)

All trees with raptor nests will be protected if found during harvesting operations. Notification will be made to the Unit Manager or his/her representative who will notify the Wildlife Biologist so an on-site evaluation and recommendation can be made, if necessary.

## 6 - Safety and Fire Prevention

### 6.2 - Signing

#### 6.2.1 - Road posting (9/09)

The Purchaser is responsible for posting and maintaining caution signs on Chicago Avenue, High Bridge Road, and Forest Road 5555 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 | Year |
| 63 - 803    | 18   |

|   |                           |  |                           |                  |                |
|---|---------------------------|--|---------------------------|------------------|----------------|
| Forest Management Unit<br><b>Cadillac</b> | County<br><b>Manistee</b> | Mapped By<br><b>Hallfrisch</b>                                     | Date<br><b>06/29/2018</b> | Page<br><b>1</b> | of<br><b>1</b> |
| Township<br><b>22N</b>                    | Range<br><b>14W</b>       | Section(s) and Subdivision(s)<br><b>Sec. 32 SE; Sec. 33 SE, SW</b> | Scale<br><b>1:15,840</b>  |                  |                |

### Cover Type

|                   |                      |                         |                   |
|-------------------|----------------------|-------------------------|-------------------|
| A = Aspen         | H = Hemlock          | N = Marsh               | U = Upland Brush  |
| B = Paper Birch   | J = Jack Pine        | O = Oak                 | UM = Upland Mixed |
| C = Cedar         | L = Lowland Brush    | P = Lowland Poplar      | V = Bog or Marsh  |
| D = Treed Bog     | LM = Lowland Mixed   | Q = Mixed Swamp Conifer | W = White Pine    |
| E = Swamp Hdwoods | M = Mpl. Bch, Brch   | R = Red Pine            | X = Non Stocked   |
| F = Spruce Fir    | MC = Mixed Conifer   | S = Black Spruce        | Z = Water         |
| G = Grass         | MD = Mixed Deciduous | T = Tamareck            |                   |

### Density

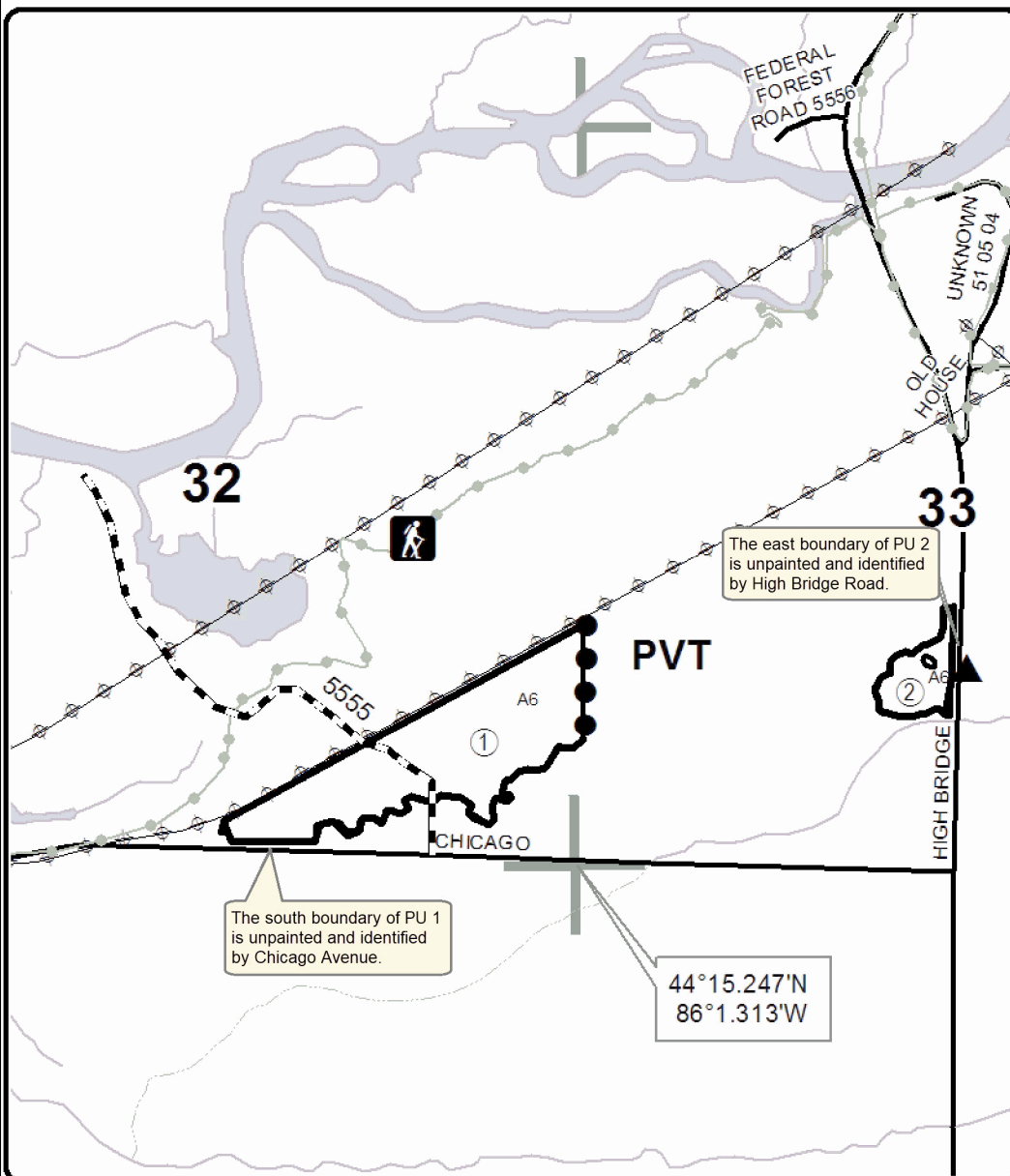
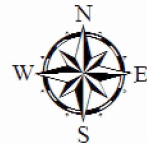
|                             |                        |
|-----------------------------|------------------------|
| 0 = Non Stocked             | 5 = Pole Timber Medium |
| 1 = Seedling Sapling Poor   | 6 = Pole Timber Well   |
| 2 = Seedling Sapling Medium | 7 = Saw Timber Poor    |
| 3 = Seedling Sapling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

| PU | Acres |
|----|-------|
| 1  | 36.3  |
| 2  | 5.6   |

## GNA High Bridge Aspen

### Compartment 790450

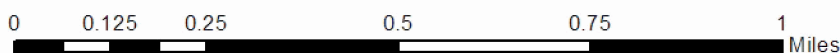
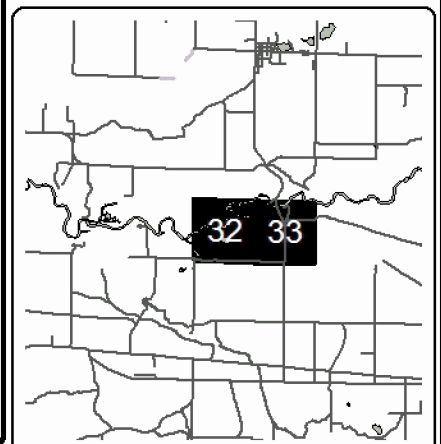
41.9 Acres



### Legend

- Sale Boundary (Orange)
- Private Line (Orange)
- County Road
- Recreational Trail
- Intermittent Stream
- Perennial River
- Lakes and Rivers
- Section Corners
- ⚡ Powerline
- Access Route
- ▲ Possible Culvert

Locator Map  
1:200,000





**TIMBER SALE INFORMATION**

GNA Dowling Creek Pine (63-804-18)

T21N, R11W, SEC. 29.

Wexford County (Advertised Price \$117,744.00)

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

Access may be through other public land.

A timber sale contract for this lump sum, sealed bid timber sale will be awarded to the responsible bidder offering the highest sealed bid price. Bids must be at or above the following advertised price for each species:

| <u>PRODUCTS &amp; SPECIES</u> | <u>ESTIMATED UNITS*</u> | <u>ADVERTISED PRICE</u> |
|-------------------------------|-------------------------|-------------------------|
| Sawtimber                     |                         |                         |
| Red Pine                      | 342.90 MBF              | \$ 118.00 / MBF         |
| Pulpwood                      |                         |                         |
| Red Pine                      | 1,812.00 Cords          | \$ 42.65 / Cord         |

\* The total volume is statistically estimated within plus (+) or minus (-) 9.62 percent. 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:**

- A bond in the amount of \$5,887.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- Cutting in any sale or unit without the required advance payment would be considered a trespass.
- Total payment must be paid in advance or according to the following schedule:
  - Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - The 10% down payment will be credited towards the first unit cut.
  - 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                  | 21.8%                       |
| 02                  | 30.4%                       |
| 03                  | 35.7%                       |
| 04                  | 12.1%                       |
- If no cutting takes place, the 10% down payment will not be refunded.
- Operations on the contract issued will terminate on 09/12/2020.

**Description of Timber by Payment Unit (PU)**

| PU     | MARKET GROUP | PRODUCT   | QUANTITY | UNIT  | ACRES | ADVERTISE PRICE |
|--------|--------------|-----------|----------|-------|-------|-----------------|
| 1      | Red Pine     | Sawtimber | 91.6     | MBF   | 20.0  | \$25,651.00     |
|        | Red Pine     | Pulpwood  | 348.0    | Cords |       |                 |
| 2      | Red Pine     | Sawtimber | 98.8     | MBF   | 28.9  | \$35,798.30     |
|        | Red Pine     | Pulpwood  | 566.0    | Cords |       |                 |
| 3      | Red Pine     | Sawtimber | 121.0    | MBF   | 27.0  | \$42,043.15     |
|        | Red Pine     | Pulpwood  | 651.0    | Cords |       |                 |
| 4      | Red Pine     | Sawtimber | 31.5     | MBF   | 9.9   | \$14,251.55     |
|        | Red Pine     | Pulpwood  | 247.0    | Cords |       |                 |
| TOTAL: |              |           | 342.9    | MBF   |       |                 |
| TOTAL: |              |           | 1,812.0  | Cords |       |                 |

## Sale Specific Conditions & Requirements

**Sale Name: GNA Dowling Creek Pine**

**Sale Number: 63-804-18 Seq#: 1**

### 1 - Sale Area

#### 1.2 - Boundaries

##### 1.2.1 - Painted boundaries (1/14)

The sale boundary and Payment Unit boundaries are marked and identified by orange paint, except the east boundary of Payment Unit 4, which is unpainted and identified by 17 1/4 Road. The painted boundary line trees are not Included Timber and are to be protected unless marked with blue paint.

### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1-4, 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 6 inches for trees smaller than 10 inches DBH.

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

Within Payment Unit(s) 1-4, chipping of limbs or tops is not permitted. Limbs and the remaining top must be left on site and scattered.

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

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

### 3 - Payments

#### 3.3 - Pre-measured Sales

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

Payment Unit(s) 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 Supplement. There will be only one division per Payment Unit.

#### 3.4 - Damaged Timber

##### 3.4.1 - Damaged timber (6/14)

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

### 4 - Transportation

#### 4.1 - Construction

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

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

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

Construction of new roads or improvements of existing roads shall be done in such a way as to minimize the environmental



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

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

All new roads built into the sale must be blocked to vehicle traffic within 30 days of completion of hauling. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth. These roads must be rendered impassable to cars and trucks. Temporary berms may be required if no sale activity occurs for 30 or more consecutive days. Contact the sale administrator for specific details of design and placement.

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

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

## 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

##### 5.2.3.1 - Operating restrictions (9/11)

Within Payment Unit(s) 1-4, cutting and skidding are limited to the period of August 1 to April 14. This restriction is to protect the northern long-eared bat and prevent the spread of oak wilt.

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

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

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

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

### 5.4 - Soil Protection

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

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

### 5.6 - Debris and Waste Material

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

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

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

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

cannot be identified, then Purchaser shall assume that the location is infested with invasive species of concern.

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

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

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

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

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

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

## 5.8 - Protection of Endangered Species

### 5.8.5 - Protection of raptor nests (3/13)

All trees with raptor nests will be protected if found during harvesting operations. Notification will be made to the Unit Manager or his/her representative who will notify the Wildlife Biologist so an on-site evaluation and recommendation can be made, if necessary.

## 6 - Safety and Fire Prevention

### 6.2 - Signing

#### 6.2.1 - Road posting (9/09)

The Purchaser is responsible for posting and maintaining caution signs on 48 Road, 15 Road, and 17 1/4 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.

|                                    |  |   |                         |                    |           |         |
|------------------------------------|--|---|-------------------------|--------------------|-----------|---------|
| Forest Management Unit<br>Cadillac |  | County<br>Wexford                                   | Mapped By<br>Hallfrisch | Date<br>07/02/2018 | Page<br>1 | of<br>1 |
| Township<br>21N                    |  | Section(s) and Subdivision(s)<br>Sec. 29 NE, NW, SE |                         | Scale<br>1:15,840  |           |         |
| Range<br>11W                       |  | Cruised By<br>Hallfrisch                            |                         |                    |           |         |

#### Cover Type

|                   |                      |                         |                   |
|-------------------|----------------------|-------------------------|-------------------|
| A = Aspen         | H = Hemlock          | N = Marsh               | U = Upland Brush  |
| B = Paper Birch   | J = Jack Pine        | O = Oak                 | UM = Upland Mixed |
| C = Cedar         | L = Lowland Brush    | P = Lowland Poplar      | V = Bog or Marsh  |
| D = Treed Bog     | LM = Lowland Mixed   | Q = Mixed Swamp Conifer | W = White Pine    |
| E = Swamp Hdwoods | M = Mpl, Bch, Brch   | R = Red Pine            | X = Non Stocked   |
| F = Spruce Fir    | MC = Mixed Conifer   | S = Black Spruce        | Z = Water         |
| G = Grass         | MD = Mixed Deciduous | T = Tamareck            |                   |

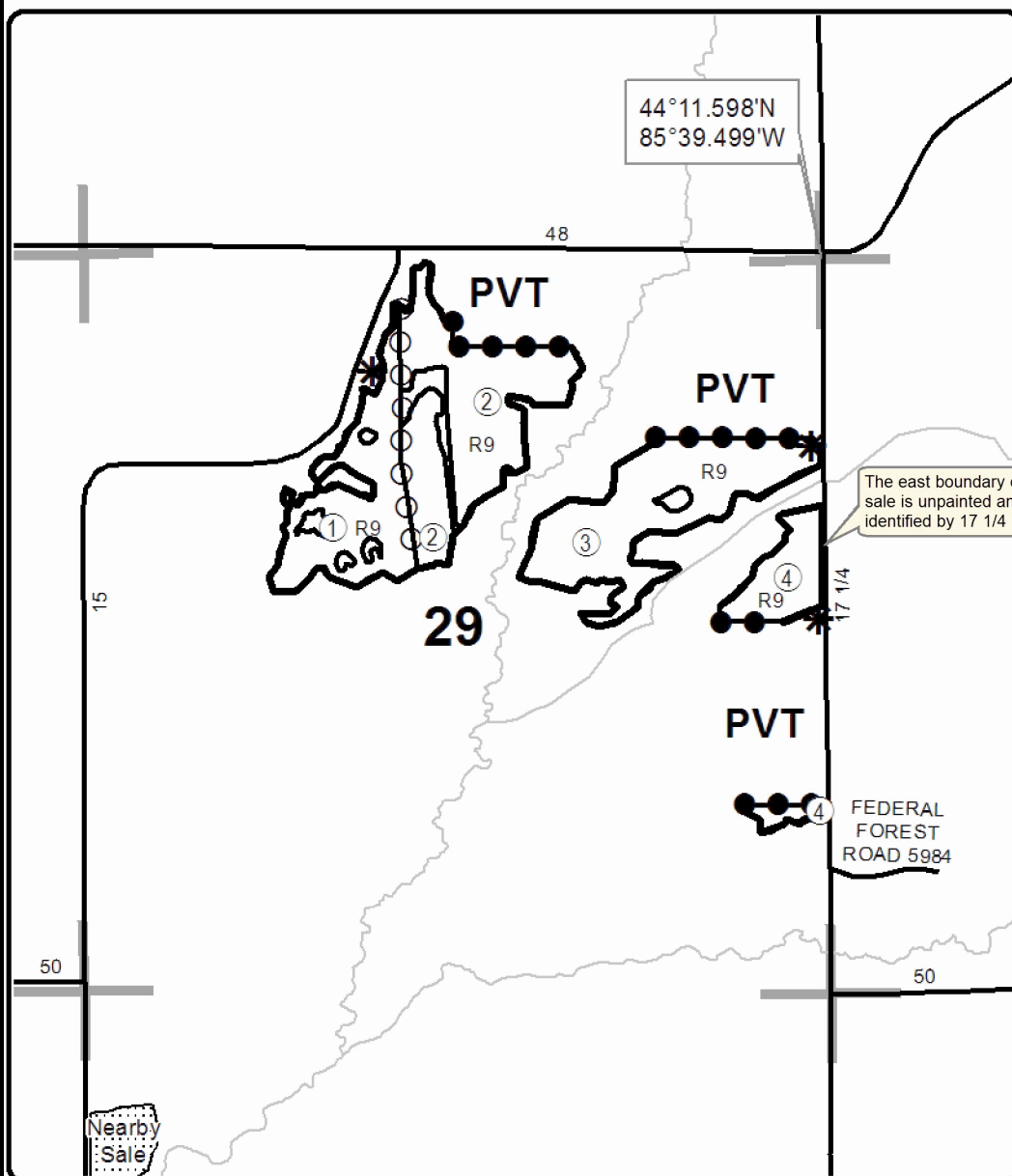
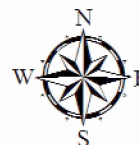
#### Density

|                             |                        |
|-----------------------------|------------------------|
| 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 |
|----|-------|----|-------|
| 1  | 20.0  | 4  | 9.9   |
| 2  | 28.9  |    |       |
| 3  | 27.0  |    |       |

## GNA Dowling Creek Pine

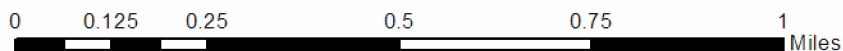
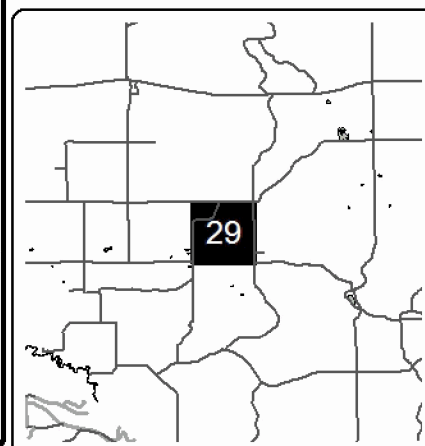
Compartment 7904506  
85.8 Acres



#### Legend

- Sale Boundary (Orange)
- Payment Unit (Orange)
- Private Line (Orange)
- County Road
- Perennial River
- Nearby Timber Sales
- Section Corners
- Berm

Locator Map  
1:200,000





**TIMBER SALE INFORMATION**

GNA Hoxeyville Pine (63-805-18)

T21N, R11W, SEC. 32; T21N, R12W, SEC. 25; T21N, R12W, SEC. 36.  
Wexford County (Advertised Price \$129,365.75)

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

Access may be through other public land.

A timber sale contract for this lump sum, sealed bid timber sale will be awarded to the responsible bidder offering the highest sealed bid price. Bids must be at or above the following advertised price for each species:

| <u>PRODUCTS &amp; SPECIES</u> | <u>ESTIMATED UNITS*</u> | <u>ADVERTISED PRICE</u> |
|-------------------------------|-------------------------|-------------------------|
| Sawtimber                     |                         |                         |
| Red Pine                      | 356.80 MBF              | \$ 118.00 / MBF         |
| Pulpwood                      |                         |                         |
| Red Oak                       | 3.00 Cords              | \$ 14.70 / Cord         |
| Red Pine                      | 2,045.00 Cords          | \$ 42.65 / Cord         |

\* The total volume is statistically estimated within plus (+) or minus (-) 9.02 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

**BOND AND PAYMENT SCHEDULE:**

1. A bond in the amount of \$6,468.00 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                         | 13.8%                              |
| 02                         | 15.6%                              |
| 03                         | 11.6%                              |
| 04                         | 4.7%                               |
| 05                         | 4.0%                               |
| 06                         | 4.5%                               |
| 07                         | 45.8%                              |

4. If no cutting takes place, the 10% down payment will not be refunded.
5. Operations on the contract issued will terminate on 09/12/2020.

**Description of Timber by Payment Unit (PU)**

| PU     | MARKET GROUP | PRODUCT   | QUANTITY | UNIT  | ACRES | ADVERTISE PRICE |
|--------|--------------|-----------|----------|-------|-------|-----------------|
| 1      | Red Pine     | Sawtimber | 52.0     | MBF   | 11.6  | \$17,907.40     |
|        | Red Pine     | Pulpwood  | 276.0    | Cords |       |                 |
| 2      | Red Pine     | Sawtimber | 39.1     | MBF   | 19.9  | \$20,223.70     |
|        | Red Pine     | Pulpwood  | 366.0    | Cords |       |                 |
| 3      | Red Pine     | Sawtimber | 30.9     | MBF   | 11.2  | \$15,033.75     |
|        | Red Pine     | Pulpwood  | 267.0    | Cords |       |                 |
| 4      | Red Pine     | Sawtimber | 8.4      | MBF   | 5.3   | \$6,109.20      |
|        | Red Pine     | Pulpwood  | 120.0    | Cords |       |                 |
| 5      | Red Pine     | Sawtimber | 6.3      | MBF   | 5.5   | \$5,179.00      |
|        | Red Pine     | Pulpwood  | 104.0    | Cords |       |                 |
| 6      | Red Pine     | Sawtimber | 0.3      | MBF   | 10.5  | \$5,879.90      |
|        | Red Oak      | Pulpwood  | 3.0      | Cords |       |                 |
|        | Red Pine     |           | 136.0    | Cords |       |                 |
| 7      | Red Pine     | Sawtimber | 219.8    | MBF   | 41.2  | \$59,032.80     |
|        | Red Pine     | Pulpwood  | 776.0    | Cords |       |                 |
| TOTAL: |              |           | 356.8    | MBF   |       |                 |
| TOTAL: |              |           | 2,048.0  | Cords |       |                 |



## Sale Specific Conditions & Requirements

**Sale Name: GNA Hoxeyville Pine**

**Sale Number: 63-805-18 Seq#: 1**

### 1 - Sale Area

#### 1.2 - Boundaries

##### 1.2.1 - Painted boundaries (1/14)

The sale boundary and Payment Unit boundaries are marked and identified by orange paint, except the west boundary of Payment Unit 5, which is unpainted and identified by 15 Road. The painted boundary line trees are not Included Timber and are to be protected unless marked with blue paint.

### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 2, 3, 4, 5, and 7, all trees are designated for cutting when marked with blue paint above and below stump height, regardless of merchantability. In addition, within Payment Unit 7, cut all beech trees that are two (2) inches or more at DBH.

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

Within Payment Unit(s) 1, all trees which meet minimum piece specifications in 2.2 Utilization, within designated plantation rows are designated for cutting. Designated plantation rows begin with the third row in from the outside of the plantation, then continue every third row. Because of the variability of row direction, it shall be the responsibility of the producer to maintain the third row sequence.

Within Payment Unit(s) 6, all trees which meet minimum piece specifications in 2.2 Utilization, within designated rows are designated for cutting. Designated rows follow a cut 14 feet, leave 28 feet pattern, removing 1/3 of the Payment Unit volume. The beginning row and end row of every designated 14 foot cut area is marked with blue paint.

#### 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 6 inches for trees smaller than 10 inches DBH.

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

Within Payment Unit(s) 1-7, chipping of limbs or tops is not permitted. Limbs and the remaining top must be left on site and scattered.

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

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

### 3 - Payments

#### 3.3 - Pre-measured Sales

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

Payment Unit(s) 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 Supplement. There will be only one division per Payment Unit.

#### 3.4 - Damaged Timber

##### 3.4.1 - Damaged timber (6/14)

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

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

## 4 - Transportation

### 4.1 - Construction

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

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

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

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

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

All new roads built into the sale must be blocked to vehicle traffic within 30 days of completion of hauling. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth. These roads must be rendered impassable to cars and trucks. Temporary berms may be required if no sale activity occurs for 30 or more consecutive days. Contact the sale administrator for specific details of design and placement.

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

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

## 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

##### 5.2.3.1 - Operating restrictions (9/11)

Within Payment Unit(s) 1-7, cutting, skidding, and hauling are limited to the period of August 1 to March 1. This restriction is to protect the northern long-eared bat and northern goshawk, as well as prevent the infection of oak wilt.

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

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

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

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

### 5.4 - Soil Protection

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

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

### 5.6 - Debris and Waste Material

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

(a) Areas, known by the DNR prior to timber sale advertisement, that are infested with invasive species of concern are

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

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

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

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

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

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

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

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

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

## 5.8 - Protection of Endangered Species

### 5.8.5 - Protection of raptor nests (3/13)

All trees with raptor nests will be protected if found during harvesting operations. Notification will be made to the Unit Manager or his/her representative who will notify the Wildlife Biologist so an on-site evaluation and recommendation can be made, if necessary.

## 6 - Safety and Fire Prevention

### 6.2 - Signing

#### 6.2.1 - Road posting (9/09)

The Purchaser is responsible for posting and maintaining caution signs on 50 1/2 Road and 15 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.

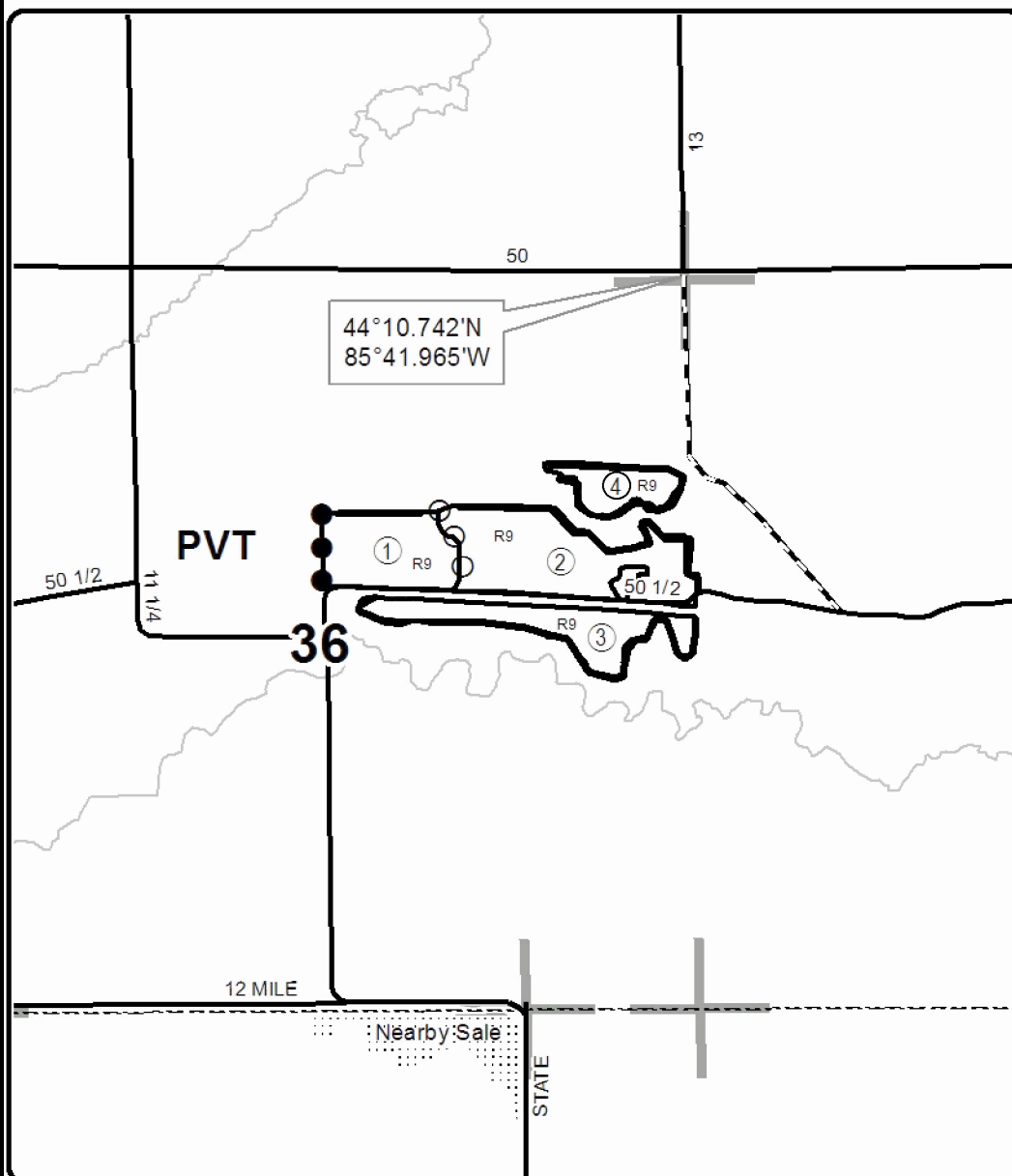
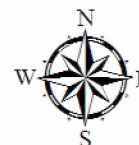
|                                    |              |   |                         |                    |           |         |
|------------------------------------|--------------|---|-------------------------|--------------------|-----------|---------|
| Forest Management Unit<br>Cadillac |              | County<br>Wexford   | Mapped By<br>Hallfrisch | Date<br>07/02/2018 | Page<br>1 | of<br>3 |
| Township<br>21N                    | Range<br>12W | Section(s) and Subdivision(s)<br>Sec. 36 SWNE, SENE, NESE |                         | Scale<br>1:15,840  |           |         |

| Cover Type        |                      |                         |                   | Density                     |                        |
|-------------------|----------------------|-------------------------|-------------------|-----------------------------|------------------------|
| A = Aspen         | H = Hemlock          | N = Marsh               | U = Upland Brush  | 0 = Non Stocked             | 5 = Pole Timber Medium |
| B = Paper Birch   | J = Jack Pine        | O = Oak                 | UM = Upland Mixed | 1 = Seedling Sapling Poor   | 6 = Pole Timber Well   |
| C = Cedar         | L = Lowland Brush    | P = Lowland Poplar      | V = Bog or Marsh  | 2 = Seedling Sapling Medium | 7 = Saw Timber Poor    |
| D = Treed Bog     | LM = Lowland Mixed   | Q = Mixed Swamp Conifer | W = White Pine    | 3 = Seedling Sapling Well   | 8 = Saw Timber Medium  |
| E = Swamp Hdwoods | M = Mpl. Bch, Brch   | R = Red Pine            | X = Non Stocked   | 4 = Pole Timber Poor        | 9 = Saw Timber Well    |
| F = Spruce Fir    | MC = Mixed Conifer   | S = Black Spruce        | Z = Water         |                             |                        |
| G = Grass         | MD = Mixed Deciduous | T = Tamarack            |                   |                             |                        |

| PU | Acres | PU | Acres |
|----|-------|----|-------|
| 1  | 11.6  | 4  | 5.3   |
| 2  | 19.9  |    |       |
| 3  | 11.2  |    |       |

## GNA Hoxeyville Pine

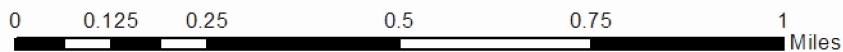
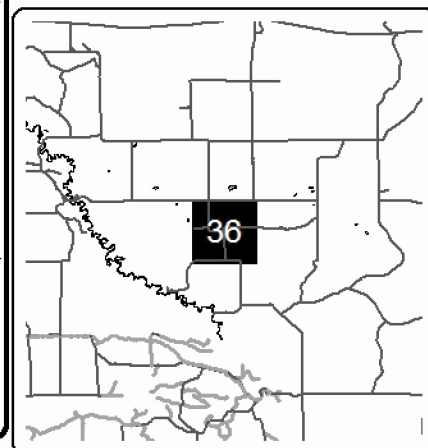
Compartment 7904506  
105.2 Acres



### Legend

- Sale Boundary (Orange)
- ○ Payment Unit (Orange)
- ● Private Line (Orange)
- County Road
- Perennial River
- ▨ Nearby Timber Sales
- Section Corners
- ▭ Counties
- Access Road

Locator Map  
1:200,000





# TIMBER SALE MAP

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

|                                    |                   |   |                    |           |         |
|------------------------------------|-------------------|---|--------------------|-----------|---------|
| Forest Management Unit<br>Cadillac | County<br>Wexford | Mapped By<br>Hallfrisch                       | Date<br>07/02/2018 | Page<br>2 | of<br>3 |
| Township<br>21N                    | Range<br>11W      | Section(s) and Subdivision(s)<br>Sec. 32 NWNW | Scale<br>1:15,840  |           |         |
| Cruised By<br>Hallfrisch           |                   |   |                    |           |         |

### Cover Type

|                   |                      |                         |                   |
|-------------------|----------------------|-------------------------|-------------------|
| A = Aspen         | H = Hemlock          | N = Marsh               | U = Upland Brush  |
| B = Paper Birch   | J = Jack Pine        | O = Oak                 | UM = Upland Mixed |
| C = Cedar         | L = Lowland Brush    | P = Lowland Poplar      | V = Bog or Marsh  |
| D = Treed Bog     | LM = Lowland Mixed   | Q = Mixed Swamp Conifer | W = White Pine    |
| E = Swamp Hdwoods | M = Mpl, Bch, Brch   | R = Red Pine            | X = Non Stocked   |
| F = Spruce Fir    | MC = Mixed Conifer   | S = Black Spruce        | Z = Water         |
| G = Grass         | MD = Mixed Deciduous | T = Tamareck            |                   |

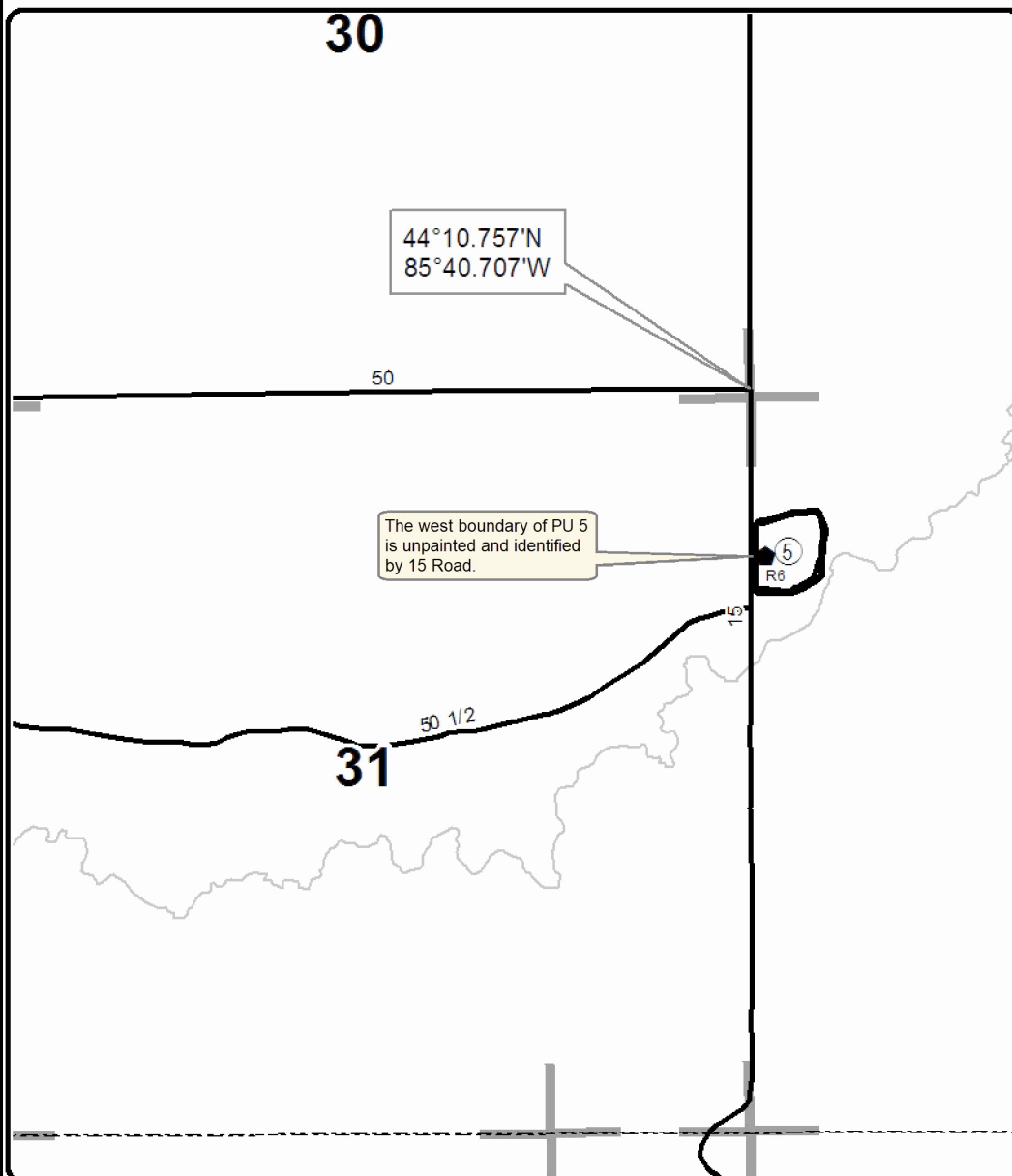
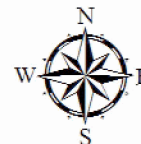
### Density

|                             |                        |
|-----------------------------|------------------------|
| 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 |
|----|-------|
| 5  | 5.5   |

## GNA Hoxeyville Pine

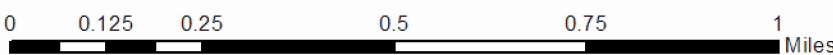
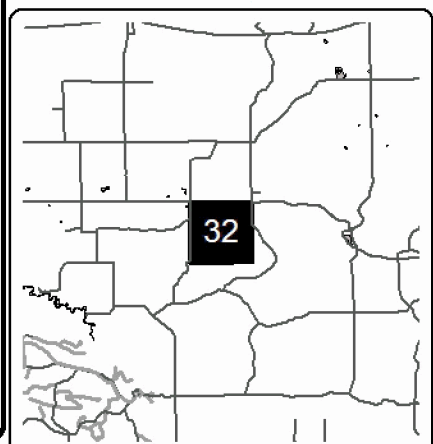
Compartment 7904506  
105.2 Acres



### Legend

- Sale Boundary (Orange)
- County Road
- Perennial River
- Section Corners
- Counties
- Gate

Locator Map  
1:200,000





# TIMBER SALE MAP

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

|                                    |              |   |                         |                    |           |         |
|------------------------------------|--------------|---|-------------------------|--------------------|-----------|---------|
| Forest Management Unit<br>Cadillac |              | County<br>Wexford                                   | Mapped By<br>Hallfrisch | Date<br>07/02/2018 | Page<br>3 | of<br>3 |
| Township<br>21N                    | Range<br>12W | Section(s) and Subdivision(s)<br>Sec. 25 NWNE, SWNE |                         | Scale<br>1:15,840  |           |         |

### Cover Type

|                   |                      |                         |                   |
|-------------------|----------------------|-------------------------|-------------------|
| A = Aspen         | H = Hemlock          | N = Marsh               | U = Upland Brush  |
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| C = Cedar         | L = Lowland Brush    | P = Lowland Poplar      | V = Bog or Marsh  |
| D = Treed Bog     | LM = Lowland Mixed   | Q = Mixed Swamp Conifer | W = White Pine    |
| E = Swamp Hdwoods | M = Mpl, Bch, Brch   | R = Red Pine            | X = Non Stocked   |
| F = Spruce Fir    | MC = Mixed Conifer   | S = Black Spruce        | Z = Water         |
| G = Grass         | MD = Mixed Deciduous | T = Tamarack            |                   |

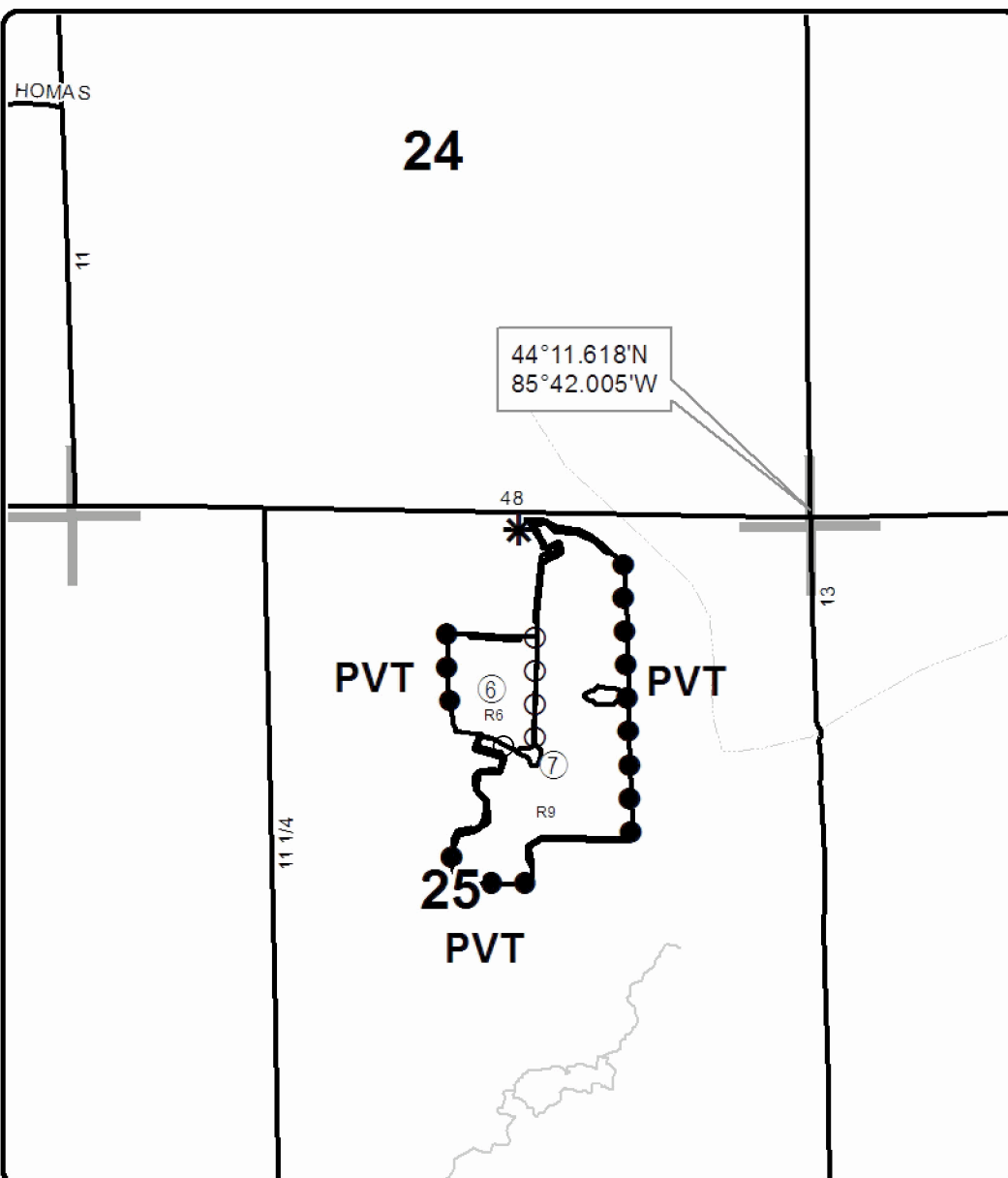
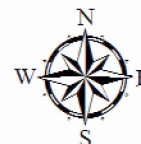
### Density

|                             |                        |
|-----------------------------|------------------------|
| 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 |
|----|-------|
| 6  | 10.5  |
| 7  | 41.2  |

## GNA Hoxeyville Pine

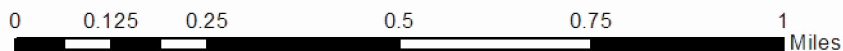
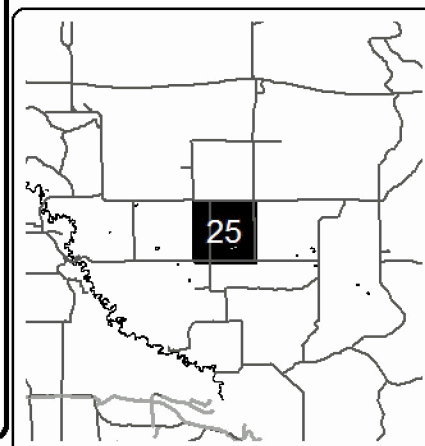
Compartment 7904506  
105.2 Acres



### Legend

- Sale Boundary (Orange)
- Payment Unit (Orange)
- Private Line (Orange)
- County Road
- Intermittent Stream
- Perennial River
- Section Corners
- Counties
- \* Berm

Locator Map  
1:200,000





## TIMBER SALE INFORMATION

GNA Martin Creek (63-806-17)  
 T14N, R14W, SEC. 14; T14N, R14W, SEC. 15.  
 Newaygo County (Advertised Price \$207,551.50)

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

Access to Payment Units 3-7 may be through private land. Access to Payment Units 4-7 will require the installation of a portable bridge, unless access is granted from the landowner to the north.

Access may be through private or other public land.

A timber sale contract for this lump sum, sealed bid timber sale will be awarded to the responsible bidder offering the highest sealed bid price. Bids must be at or above the following advertised price for each species:

| <u>PRODUCTS &amp; SPECIES</u> | <u>ESTIMATED UNITS*</u> | <u>ADVERTISED PRICE</u> |
|-------------------------------|-------------------------|-------------------------|
| Sawtimber                     |                         |                         |
| B. T. Aspen                   | 110.10 MBF              | \$ 120.00 / MBF         |
| Red Oak                       | 109.80 MBF              | \$ 175.00 / MBF         |
| Red Pine                      | 376.40 MBF              | \$ 102.00 / MBF         |
| Pulpwood                      |                         |                         |
| B. T. Aspen                   | 687.00 Cords            | \$ 20.50 / Cord         |
| Red Maple                     | 133.00 Cords            | \$ 16.30 / Cord         |
| Red Oak                       | 338.00 Cords            | \$ 12.75 / Cord         |
| Red Pine                      | 3,144.00 Cords          | \$ 36.95 / Cord         |

\* The total volume is statistically estimated within plus (+) or minus (-) 9.73 percent. 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 \$10,378.00 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                  | 13.2%                       |
| 02                  | 8.7%                        |
| 03                  | 2.0%                        |
| 04                  | 7.3%                        |
| 05                  | 16.0%                       |
| 06                  | 43.9%                       |
| 07                  | 8.9%                        |

4. If no cutting takes place, the 10% down payment will not be refunded.
5. Operations on the contract issued will terminate on 09/12/2020.

**Description of Timber by Payment Unit (PU)**

| PU               | MARKET GROUP     | PRODUCT          | QUANTITY    | UNIT         | ACRES | ADVERTISE PRICE |
|------------------|------------------|------------------|-------------|--------------|-------|-----------------|
| 1                | Red Pine         | Sawtimber        | 69.9        | MBF          | 18.1  | \$27,452.30     |
|                  | Red Pine         | Pulpwood         | 550.0       | Cords        |       |                 |
| 2                | B. T. Aspen      | Sawtimber        | 7.5         | MBF          | 12.3  | \$17,969.75     |
|                  | Red Oak          |                  | 27.2        | MBF          |       |                 |
|                  | Red Pine         | 21.0             | MBF         |              |       |                 |
|                  | B. T. Aspen      | Pulpwood         | 104.0       | Cords        |       |                 |
|                  | Red Maple        |                  | 62.0        | Cords        |       |                 |
|                  | <i>Red Maple</i> | <i>Sawtimber</i> | 6.4         | <i>MBF</i>   |       |                 |
|                  | <i>Red Maple</i> | <i>Pulpwood</i>  | 49.0        | <i>Cords</i> |       |                 |
|                  | Red Oak          |                  | 96.0        | Cords        |       |                 |
|                  | Red Pine         |                  | 157.0       | Cords        |       |                 |
| 3                | B. T. Aspen      | Sawtimber        | 1.2         | MBF          | 3.7   | \$4,194.85      |
|                  | Red Pine         |                  | 7.6         | MBF          |       |                 |
|                  | B. T. Aspen      | Pulpwood         | 21.0        | Cords        |       |                 |
|                  | Red Pine         |                  | 77.0        | Cords        |       |                 |
| 4                | B. T. Aspen      | Sawtimber        | 28.0        | MBF          | 8.7   | \$15,218.65     |
|                  | Red Oak          |                  | 10.4        | MBF          |       |                 |
|                  | Red Pine         |                  | 6.4         | MBF          |       |                 |
|                  | B. T. Aspen      | Pulpwood         | 215.0       | Cords        |       |                 |
|                  | Red Oak          |                  | 34.0        | Cords        |       |                 |
|                  | Red Pine         |                  | 123.0       | Cords        |       |                 |
|                  | 5                |                  | B. T. Aspen | Sawtimber    |       |                 |
| Red Oak          |                  | 68.7             | MBF         |              |       |                 |
| Red Pine         |                  | 10.8             | MBF         |              |       |                 |
| B. T. Aspen      |                  | Pulpwood         | 310.0       | Cords        |       |                 |
| Red Maple        |                  |                  | 71.0        | Cords        |       |                 |
| <i>Red Maple</i> |                  | <i>Sawtimber</i> | 7.3         | <i>MBF</i>   |       |                 |
| <i>Red Maple</i> |                  | <i>Pulpwood</i>  | 56.0        | <i>Cords</i> |       |                 |
| Red Oak          |                  |                  | 193.0       | Cords        |       |                 |
| Red Pine         |                  |                  | 51.0        | Cords        |       |                 |
| 6                | B. T. Aspen      | Sawtimber        | 1.8         | MBF          | 50.7  | \$91,211.55     |
|                  | Red Pine         |                  | 233.7       | MBF          |       |                 |
|                  | B. T. Aspen      | Pulpwood         | 19.0        | Cords        |       |                 |
|                  | Red Pine         |                  | 1,807.0     | Cords        |       |                 |
| 7                | B. T. Aspen      | Sawtimber        | 3.7         | MBF          | 14.9  | \$18,374.80     |
|                  | Red Oak          |                  | 3.5         | MBF          |       |                 |
|                  | Red Pine         |                  | 27.0        | MBF          |       |                 |
|                  | B. T. Aspen      | Pulpwood         | 18.0        | Cords        |       |                 |
|                  | Red Oak          |                  | 15.0        | Cords        |       |                 |
|                  | Red Pine         |                  | 379.0       | Cords        |       |                 |
| TOTAL:           |                  |                  | 596.3       | MBF          |       |                 |
| TOTAL:           |                  |                  | 4,302.0     | Cords        |       |                 |

## Sale Specific Conditions & Requirements

**Sale Name: GNA Martin Creek**

**Sale Number: 63-806-17 Seq#: 2**

### 1 - Sale Area

#### 1.2 - Boundaries

##### 1.2.1 - Painted boundaries (1/14)

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

### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 2, 4, and 5, cut all trees which meet minimum piece specifications in 2.2 Utilization, except do not cut white oak, white pine, cedar, and hemlock.

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

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

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

Within Payment Unit(s) 1, 3, and 6, all trees which meet minimum piece specifications in 2.2 Utilization, within designated plantation rows are designated for cutting. Designated plantation rows follow a take two, leave three pattern within Payment Units 1 and 3, and follow a take two, leave two pattern within Payment Unit 6. Because of the variability of row direction, it shall be the responsibility of the producer to maintain the row sequence.

#### 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 6 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) 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 Supplement. There will be only one division per Payment Unit.

#### 3.4 - Damaged Timber

##### 3.4.1 - Damaged timber (6/14)

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

#### 3.6 - Payment Unit Cutting Schedule

##### 3.6.1 - Order of cutting (1/09)

Payment Units shall be cut in the following order: Payment Unit 3 must be cut before the portable bridge (needed to access

Payment Units 4-7) is installed.

## **4 - Transportation**

### 4.1 - Construction

#### 4.1.2 - Stream crossings, specific (3/11)

The creek crossing will require the installation of a portable bridge which may be borrowed from the DNR (see Timber Sale Map). This installation will be performed in accordance with the specifications on the appropriate permits which shall be provided by the DNR. Note that Payment Unit 3 will need to be harvested prior to bridge installation. This includes opening the access road to the bridge site. The DNR will need 2 weeks notice to prepare for bridge installation.

#### 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 (12/09)

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 the specified Purchase Unit Price.

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

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

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

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. Some existing roads may also need to be closed, see the Timber Sale Map for locations. In general, this will require constructing double earthen berms at strategic locations. Berms must also be placed at intervals of not over 50 feet and at all junctions. These roads must be rendered impassable to cars and trucks. Temporary berms may be required if no sale activity occurs for 30 or more consecutive days. Contact the sale administrator for specific details of design and placement.

### 4.4 - Access

#### 4.4.1 - Private property access (3/11)

Permission for access across private land is the responsibility of the DNR. Should the Purchaser desire to cross other private land, a copy of the written permission from the private land-owner will be required by the DNR.

## **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 5 days in advance to schedule the conference.

### 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

##### 5.2.3.1 - Operating restrictions (9/11)

Within Payment Unit(s) 1-7, harvesting is limited to the period of January 1 to March 31. This restriction is to prevent infection of Heterobasidial Root Disease (HRD).

#### 5.2.29 - Shrub protection (9/07)

Do not cut or damage hawthorn, witch-hazel, dogwood or juneberry. These woody-shrub plants are highly beneficial to various wildlife species.

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

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

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

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

### 5.4 - Soil Protection

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

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

### 5.6 - Debris and Waste Material

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

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

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

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

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

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

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

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

(c) Nothing contained in this Condition & Requirement shall be interpreted as creating any warranty on the part of the DNR

that all locations of invasive species of concern have been described herein, elsewhere in this Contract, or designated on the ground. Following sale advertisement, additional locations may be described or designated, and other species may be added to the list of invasive species of concern. In such event, the Unit Manager or his/her representative may order delay, interruption, or modification of this Contract pursuant to Condition & Requirement 7.3 or 7.3.4.

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

## 5.8 - Protection of Endangered Species

### 5.8.5 - Protection of raptor nests (3/13)

All trees with raptor nests will be protected if found during harvesting operations. Notification will be made to the Unit Manager or his/her representative who will notify the Wildlife Biologist so an on-site evaluation and recommendation can be made, if necessary.

## 6 - Safety and Fire Prevention

### 6.2 - Signing

#### 6.2.1 - Road posting (9/09)

The Purchaser is responsible for posting and maintaining caution signs on Green Avenue and Warner Avenue 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 | Year |
| 63 - 806    | 17   |

|                                    |                   |   |                    |           |         |
|------------------------------------|-------------------|---|--------------------|-----------|---------|
| Forest Management Unit<br>Cadillac | County<br>Newaygo | Mapped By<br>Hallfrisch   | Date<br>10/30/2017 | Page<br>1 | of<br>2 |
| Township<br>14N                    | Range<br>14W      | Section(s) and Subdivision(s)<br>Sec. 14 SW; Sec. 15 SE, SW, NW | Scale<br>1:15,840  |           |         |

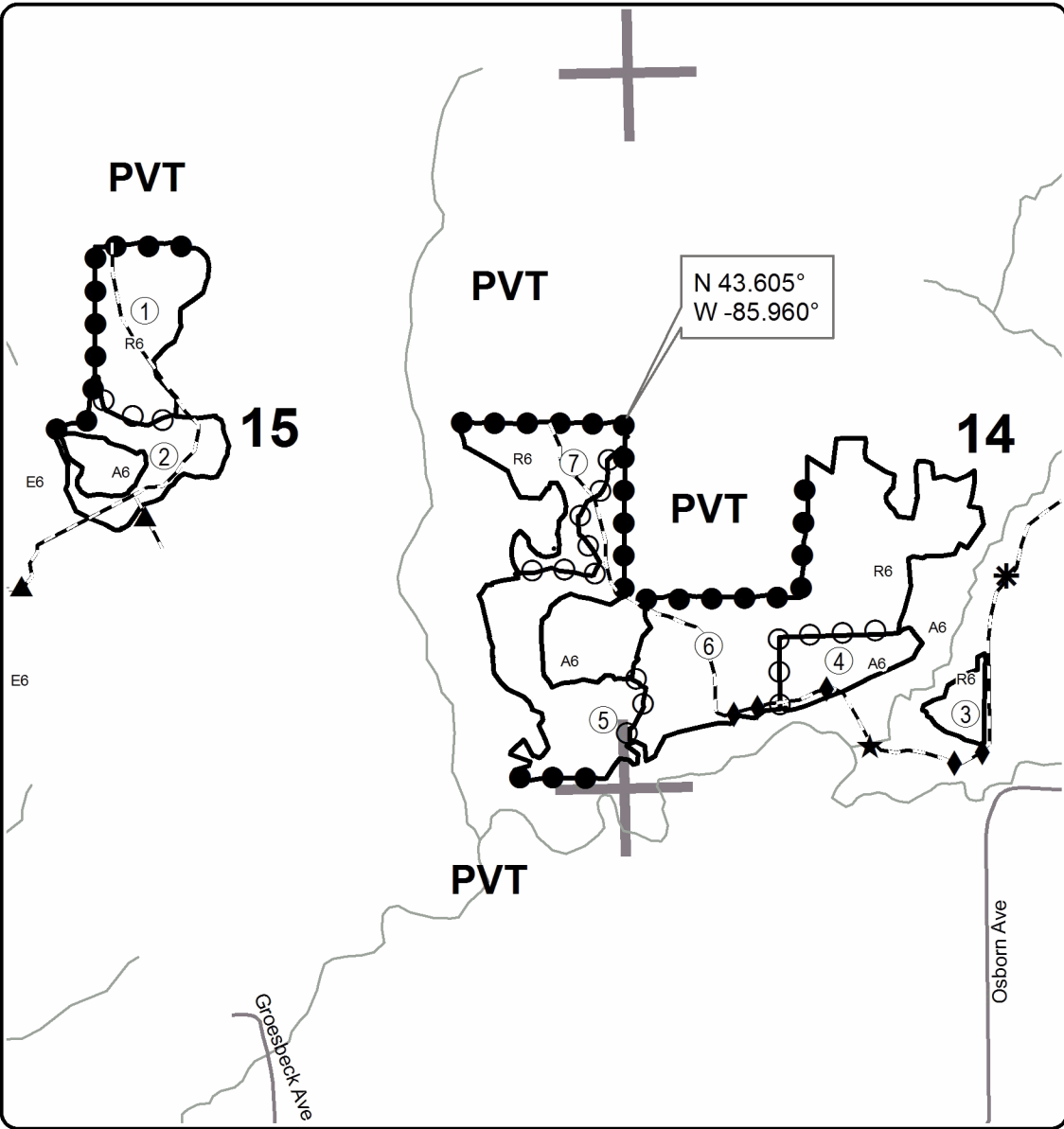
| Cover Type        |                      |                         |                   | Density                     |                        |  |  |
|-------------------|----------------------|-------------------------|-------------------|-----------------------------|------------------------|--|--|
| A = Aspen         | H = Hemlock          | N = Marsh               | U = Upland Brush  | 0 = Non Stocked             | 5 = Pole Timber Medium |  |  |
| B = Paper Birch   | J = Jack Pine        | O = Oak                 | UM = Upland Mixed | 1 = Seedling Sapling Poor   | 6 = Pole Timber Well   |  |  |
| C = Cedar         | L = Lowland Brush    | P = Lowland Poplar      | V = Bog or Marsh  | 2 = Seedling Sapling Medium | 7 = Saw Timber Poor    |  |  |
| D = Tread Bog     | LM = Lowland Mixed   | Q = Mixed Swamp Conifer | W = White Pine    | 3 = Seedling Sapling Well   | 8 = Saw Timber Medium  |  |  |
| E = Swamp Hdwoods | M = Mpl, Bch, Brch   | R = Red Pine            | X = Non Stocked   | 4 = Pole Timber Poor        | 9 = Saw Timber Well    |  |  |
| F = Spruce Fir    | MC = Mixed Conifer   | S = Black Spruce        | Z = Water         |                             |                        |  |  |
| G = Grass         | MD = Mixed Deciduous | T = Tamarack            |                   |                             |                        |  |  |

| PU | Acres | PU | Acres |
|----|-------|----|-------|
| 1  | 18.1  | 5  | 26.5  |
| 2  | 12.3  | 6  | 50.7  |
| 3  | 3.7   | 7  | 14.9  |
| 4  | 8.7   |    |       |

## GNA Martin Creek

### Compartment 7906476

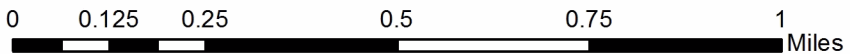
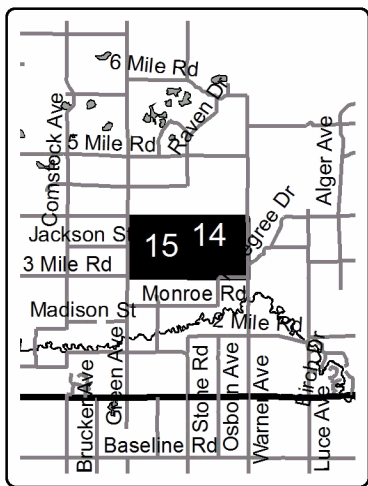
134.9 Acres



### Legend

- Against Forest Service (Orange)
- Payment Unit (Orange)
- Private Line (Orange)
- Section Corners
- County Roads
- Streams
- Forest Roads
- Portable Bridge
- Gate
- Berm
- Future Berm

Locator Map  
1:200,000







# TIMBER SALE MAP

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

|                                    |              |   |                         |                    |           |         |
|------------------------------------|--------------|---|-------------------------|--------------------|-----------|---------|
| Forest Management Unit<br>Cadillac |              | County<br>Newaygo   | Mapped By<br>Hallfrisch | Date<br>10/30/2017 | Page<br>2 | of<br>2 |
| Township<br>14N                    | Range<br>14W | Section(s) and Subdivision(s)<br>Sec. 14 SW; Sec. 15 SE, SW, NW |                         | Scale<br>1:31,680  |           |         |
| Cruised By<br>Ritchie & Hallfrisch |              |   |                         |                    |           |         |

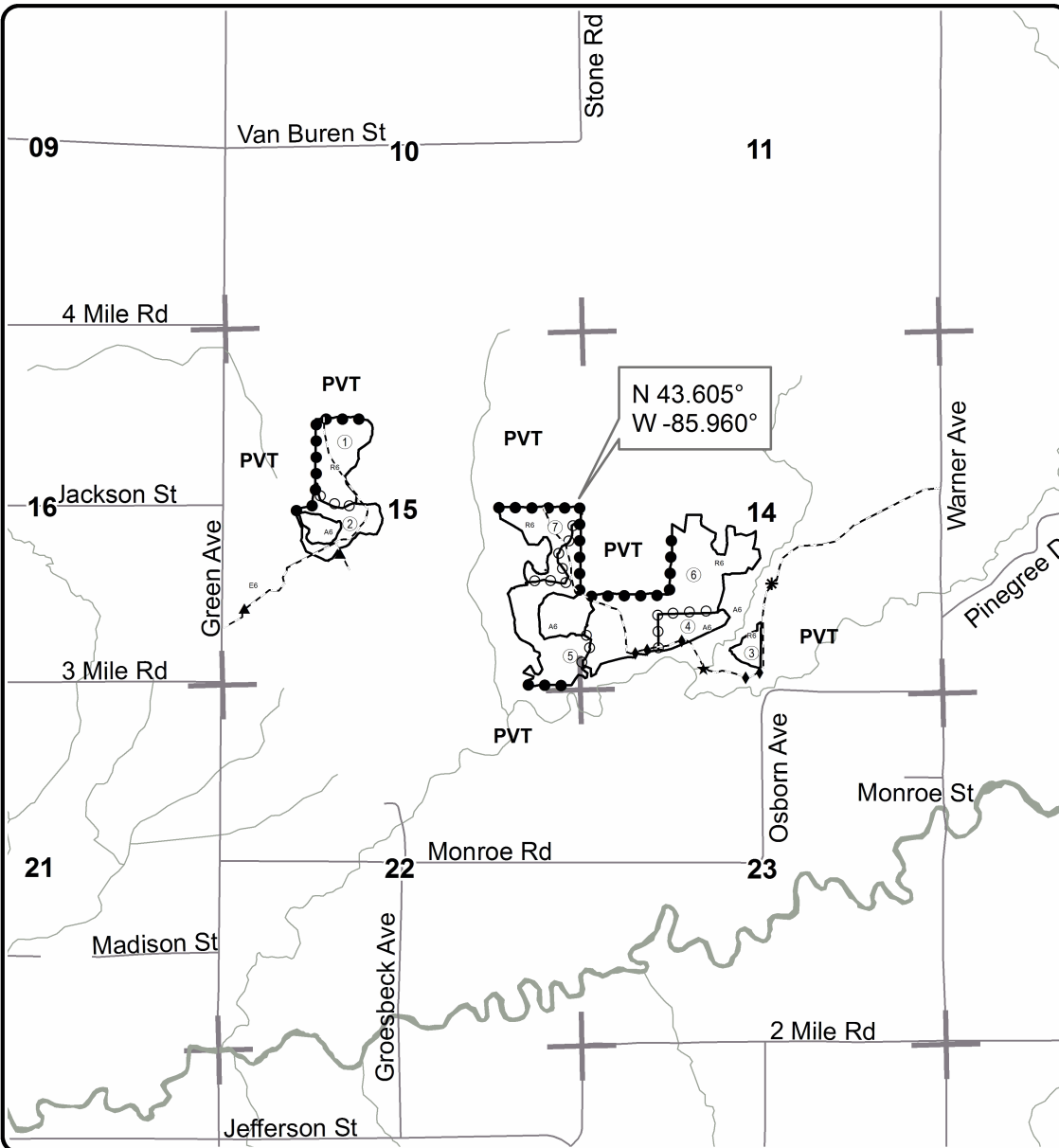
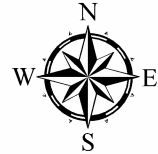
| Cover Type        |                      |                         |                   | Density                     |                        |  |  |
|-------------------|----------------------|-------------------------|-------------------|-----------------------------|------------------------|--|--|
| A = Aspen         | H = Hemlock          | N = Marsh               | U = Upland Brush  | 0 = Non Stocked             | 5 = Pole Timber Medium |  |  |
| B = Paper Birch   | J = Jack Pine        | O = Oak                 | UM = Upland Mixed | 1 = Seedling Sapling Poor   | 6 = Pole Timber Well   |  |  |
| C = Cedar         | L = Lowland Brush    | P = Lowland Poplar      | V = Bog or Marsh  | 2 = Seedling Sapling Medium | 7 = Saw Timber Poor    |  |  |
| D = Treed Bog     | LM = Lowland Mixed   | Q = Mixed Swamp Conifer | W = White Pine    | 3 = Seedling Sapling Well   | 8 = Saw Timber Medium  |  |  |
| E = Swamp Hdwoods | M = Mpl, Bch, Brch   | R = Red Pine            | X = Non Stocked   | 4 = Pole Timber Poor        | 9 = Saw Timber Well    |  |  |
| F = Spruce Fir    | MC = Mixed Conifer   | S = Black Spruce        | Z = Water         |                             |                        |  |  |
| G = Grass         | MD = Mixed Deciduous | T = Tamarack            |                   |                             |                        |  |  |

| PU | Acres | PU | Acres |
|----|-------|----|-------|
| 1  | 18.1  | 5  | 26.5  |
| 2  | 12.3  | 6  | 50.7  |
| 3  | 3.7   | 7  | 14.9  |
| 4  | 8.7   |    |       |

## GNA Martin Creek

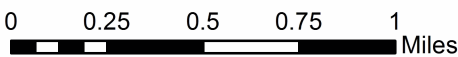
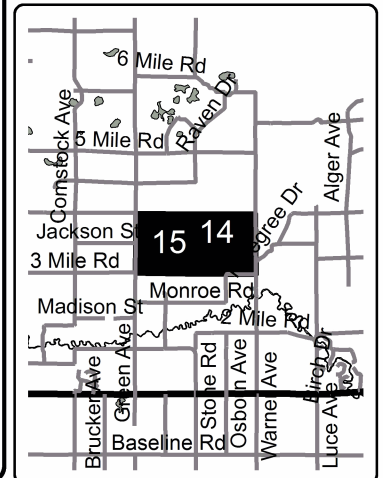
### Compartment 7906476

134.9 Acres



| Legend |                                 |
|--------|---------------------------------|
|        | Against Forest Service (Orange) |
|        | Payment Unit (Orange)           |
|        | Private Line (Orange)           |
|        | Section Corners                 |
|        | County Roads                    |
|        | Streams                         |
|        | Forest Roads                    |
|        | Portable Bridge                 |
|        | Gate                            |
|        | Berm                            |
|        | Future Berm                     |

Locator Map  
1:200,000





GNA County Line Pine (63-802-18)  
T20N, R12W, SEC. 1; T20N, R12W, SEC. 2; Lake COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on September 12, 2018, 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 &amp; SPECIES</u> | <u>ESTIMATED VOLUME*</u> | <u>ADVERTISED PRICE</u> | <u>BID PRICE/UNIT</u> |
|-------------------------------|--------------------------|-------------------------|-----------------------|
| Sawtimber                     |                          |                         |                       |
| Red Pine                      | 416.20 MBF               | \$ 118.00/MBF           | \$ _____              |
| Pulpwood                      |                          |                         |                       |
| Mixed Aspen                   | 44.00 Cords              | \$ 23.65/Cord           | \$ _____              |
| Red Pine                      | 1,364.00 Cords           | \$ 42.65/Cord           | \$ _____              |

\*The volumes are statistically estimated within plus (+) or minus (-) 13.06 percent. 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<br>(       )              |  |
| 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

GNA High Bridge Aspen (63-803-18)  
T22N, R14W, SEC. 32; T22N, R14W, SEC. 33; Manistee COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on September 12, 2018, 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 &amp; SPECIES</u> | <u>ESTIMATED VOLUME*</u> | <u>ADVERTISED PRICE</u> | <u>BID PRICE/UNIT</u> |
|-------------------------------|--------------------------|-------------------------|-----------------------|
| <b>Sawtimber</b>              |                          |                         |                       |
| Mixed Aspen                   | 161.10 MBF               | \$ 138.00/MBF           | \$ _____              |
| Red Maple                     | 13.20 MBF                | \$ 138.00/MBF           | \$ _____              |
| Red Oak                       | 22.80 MBF                | \$ 202.00/MBF           | \$ _____              |
| White Oak                     | 26.00 MBF                | \$ 61.00/MBF            | \$ _____              |
| White Pine                    | 14.60 MBF                | \$ 101.00/MBF           | \$ _____              |
| <b>Pulpwood</b>               |                          |                         |                       |
| Mixed Aspen                   | 676.00 Cords             | \$ 23.65/Cord           | \$ _____              |
| Mixed Hardwood                | 160.00 Cords             | \$ 18.80/Cord           | \$ _____              |
| Mixed Oak                     | 238.00 Cords             | \$ 14.70/Cord           | \$ _____              |
| Red Pine                      | 3.00 Cords               | \$ 42.65/Cord           | \$ _____              |
| White Pine                    | 88.00 Cords              | \$ 21.60/Cord           | \$ _____              |

\*The volumes are statistically estimated within plus (+) or minus (-) 10.88 percent. 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**



|                                  |
|----------------------------------|
| <b>FOR DEPARTMENT USE ONLY</b>   |
| 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<br>(       )              |  |
| 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**

GNA Dowling Creek Pine (63-804-18)  
T21N, R11W, SEC. 29; Wexford COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on September 12, 2018, 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 &amp; SPECIES</u> | <u>ESTIMATED VOLUME*</u> | <u>ADVERTISED PRICE</u> | <u>BID PRICE/UNIT</u> |
|-------------------------------|--------------------------|-------------------------|-----------------------|
| Sawtimber                     |                          |                         |                       |
| Red Pine                      | 342.90 MBF               | \$ 118.00/MBF           | \$ _____              |
| Pulpwood                      |                          |                         |                       |
| Red Pine                      | 1,812.00 Cords           | \$ 42.65/Cord           | \$ _____              |

\*The volumes are statistically estimated within plus (+) or minus (-) 9.62 percent. 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**



|                                  |
|----------------------------------|
| <b>FOR DEPARTMENT USE ONLY</b>   |
| 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<br>(       )              |  |
| 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**



GNA Hoxeyville Pine (63-805-18)

T21N, R11W, SEC. 32; T21N, R12W, SEC. 25; T21N, R12W, SEC. 36; Wexford

In response to the notice of sale to be held 3:00 p.m. (local time) on September 12, 2018, 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 &amp; SPECIES</u> | <u>ESTIMATED VOLUME*</u> | <u>ADVERTISED PRICE</u> | <u>BID PRICE/UNIT</u> |
|-------------------------------|--------------------------|-------------------------|-----------------------|
| Sawtimber                     |                          |                         |                       |
| Red Pine                      | 356.80 MBF               | \$ 118.00/MBF           | \$ _____              |
| Pulpwood                      |                          |                         |                       |
| Red Oak                       | 3.00 Cords               | \$ 14.70/Cord           | \$ _____              |
| Red Pine                      | 2,045.00 Cords           | \$ 42.65/Cord           | \$ _____              |

\*The volumes are statistically estimated within plus (+) or minus (-) 9.02 percent. 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**



|                                  |
|----------------------------------|
| <b>FOR DEPARTMENT USE ONLY</b>   |
| 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<br>(       )              |  |
| 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**

GNA Martin Creek (63-806-17)  
T14N, R14W, SEC. 14; T14N, R14W, SEC. 15; Newaygo COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on September 12, 2018, 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 &amp; SPECIES</u> | <u>ESTIMATED VOLUME*</u> | <u>ADVERTISED PRICE</u> | <u>BID PRICE/UNIT</u> |
|-------------------------------|--------------------------|-------------------------|-----------------------|
| <b>Sawtimber</b>              |                          |                         |                       |
| B. T. Aspen                   | 110.10 MBF               | \$ 120.00/MBF           | \$ _____              |
| Red Oak                       | 109.80 MBF               | \$ 175.00/MBF           | \$ _____              |
| Red Pine                      | 376.40 MBF               | \$ 102.00/MBF           | \$ _____              |
| <b>Pulpwood</b>               |                          |                         |                       |
| B. T. Aspen                   | 687.00 Cords             | \$ 20.50/Cord           | \$ _____              |
| Red Maple                     | 133.00 Cords             | \$ 16.30/Cord           | \$ _____              |
| Red Oak                       | 338.00 Cords             | \$ 12.75/Cord           | \$ _____              |
| Red Pine                      | 3,144.00 Cords           | \$ 36.95/Cord           | \$ _____              |

\*The volumes are statistically estimated within plus (+) or minus (-) 9.73 percent. 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:

- My business is organized as (you **must** check one of the boxes below):
  - Sole Proprietorship (individual)
  - Partnership
  - Corporation
- You **must** check one of the boxes below:
  - 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.
  - 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).
  - 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.
- 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<br>(       )              |  |
| 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