

# DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

#### **TIMBER SALE PROSPECTUS #6433**

SCHEDULED SALE DATE AND TIME: 9:00 a.m. (local time) on May 16, 2019. LOCATION: BARAGA MGMT UNIT, 427 US 41 NORTH, BARAGA, MI 49908.

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

Comp 41 Thaw (11-013-19) / T51N, R35W, SEC. 10, NENW,N1/2NE,SWNE. T51N, R35W, SEC. 3, S1/2SE.

Houghton County, Advertised Price \$29,755.00, 71.5 Acres, Hardwood, Aspen.

SALE NOTE: 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.

<u>GNA Erickson Lake</u> (11-801-18) / T47N, R39W, SEC. 22, NW,NWNE,S1/2NE,SW,SE. T47N, R39W, SEC. 23, W1/2SW.

Ontonagon County, Advertised Price \$132,020.65, 355.5 Acres, Hardwood, 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 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, BARAGA OFFICE, 427 US 41 North, Baraga, MI 49908, no later than 9:00 a.m. (local time) on May 16, 2019. For further information concerning this sale, contact Brad Carlson at 906-353-6651.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

As guarantee of faithful performance, a cash bond, certificate of deposit, surety bond or irrevocable letter of credit (LOC) is required within 21 days of the sale award. The amount of the performance security is shown in the Bond and Payment Schedule of this prospectus. If an LOC or surety is used, the coverage must extend for at least 6 months

beyond the contract expiration.

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

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

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

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

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

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

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

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

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

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

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

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

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

a. That the Bidder and its principals are not presently debarred, suspended, proposed for debarment, declared

ineligible, or voluntary excluded from timber sales (covered transactions) by any Federal department or agency.

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

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

DAN EICHINGER
Director

#### TIMBER SALE INFORMATION

Comp 41 Thaw (11-013-19)
T51N, R35W, SEC. 10; T51N, R35W, SEC. 3.
Houghton County (Advertised Price \$29,755.00)

SALE NOTE: 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.

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:

PRODUCTS & SPECIES	ESTIMATED UNITS*		<u>ADV</u>	ERTISED PRICE
Sawtimber				
Basswood	7.20	MBF	\$	94.00 / MBF
Red Maple	8.30	MBF	\$	206.00 / MBF
Sugar Maple	27.80	MBF	\$	310.00 / MBF
White Ash	6.90	MBF	\$	88.00 / MBF
Yellow Birch	0.70	MBF	\$	149.00 / MBF
Pulpwood				
Mixed Hardwood	596.00	Cords	\$	16.85 / Cord
Quaking Aspen	275.00	Cords	\$	27.40 / Cord
White Spruce	14.00	Cords	\$	32.95 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 12.46 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 \$3,000.00 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	12.7%
02	41.5%
03	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 06/30/2022.

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Red Maple	Sawtimber	1.4	MBF	9.5	\$3,786.35
	Sugar Maple		4.9	MBF		
	White Ash		2.0	MBF		
	Mixed Hardwood	Pulpwood	107.0	Cords		
	Red Maple		29.0	Cords		
	Sugar Maple		57.0	Cords		
	White Ash		4.0	Cords		
	Yellow Birch		17.0	Cords		
2	Basswood	Sawtimber	5.7	MBF	37.6	\$12,358.50
	Red Maple		3.9	MBF		
	Sugar Maple		22.9	MBF		
	White Ash		4.9	MBF		
	Yellow Birch		0.7	MBF		
	Mixed Hardwood	Pulpwood	196.0	Cords		
	Basswood		30.0	Cords		
	Black Ash		2.0	Cords		
	Red Maple		28.0	Cords		
	Sugar Maple		101.0	Cords		
	White Ash		22.0	Cords		
	Yellow Birch		13.0	Cords		
	Quaking Aspen		3.0	Cords		
3	Basswood	Sawtimber	1.5	MBF	24.4	\$13,610.15
	Red Maple		3.0	MBF		
	Mixed Hardwood	Pulpwood	293.0	Cords		
	Basswood		21.0	Cords		
	Red Maple		165.0	Cords		
	Sugar Maple		93.0	Cords		
	White Ash		6.0	Cords		
	Yellow Birch		8.0	Cords		
	Quaking Aspen		272.0	Cords		
			ı	I	1	
	White Spruce		14.0	Cords		
		TOTAL:	14.0 50.9	MBF		<u> </u>

#### Sale Specific Conditions & Requirements

Sale Name: Comp 41 Thaw Sale Number: 11-013-19 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 red paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with red paint. The painted boundary line trees are not Included Timber and are to be protected, unless otherwise directed by the sale administrator.

#### 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 3, cut all trees which meet minimum piece specifications in 2.2 Utilization, except do not cut oak, cedar, white pine, black cherry and hemlock. In addition, within Payment Unit 1, do not cut any purple marked yellow birch trees.

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

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

#### 2.2 - Utilization

#### 2.2.1 - Utilization (2/04)

All listed board foot volumes of sawlog size products in this contract have been determined using a top diameter inside bark of 8 inches.

#### 2.2.4 - Skidding length (2/14)

Skidding of unlimbed tops or lengths over 26 feet is not permissible, unless approved by the Unit Manager or his/her representative.

#### 2.2.7 - Uncut designated trees (2/04)

Liquidated damages of \$10.00 per tree will be assessed for every marked tree not cut.

#### 2.2.8 - Utilization and removal (5/14)

All products meeting standards set forth in General Condition and Requirement 2.2 - Utilization must be removed from the sale area. Chips are considered a product and cannot be stockpiled on site. This is because chip piles inhibit regeneration.

#### 2.2.11 - Chipping restriction (9/14)

If chipping occurs on this sale, then no woody debris present on the ground at the start of the sale may be chipped. In addition, brush or chips may not be stored or stockpiled on-site for more than 30 days.

#### 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. In addition, extreme care should be taken to avoid damage to tree seedlings and saplings. 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

#### 4.1.1 - Stream crossings, general (3/11)

All stream crossing structures will be temporary and therefore, shall be provided by the Purchaser, and must be removed upon completion of the sale. All permits for stream crossings will be provided by the DNR for crossings on State Forest Land. Please notify the DNR 90 days prior to working on any crossings that will require a DEQ permit.

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

The crossing of the unnamed stream between Payment Units 1 and 2 will require the installation of a culvert or portable bridge, which may be borrowed from the DNR. This installation will be performed in accordance with the specifications on the appropriate permits which shall be provided by the DNR.

#### 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)

Roads 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. The culverts shall be new, corrugated metal or plastic gauge. Culverts will be a minimum of 12 inches in diameter and 24 feet in length. If 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. Stream crossing permits, for crossings on state land, will be obtained by the DNR. Please notify the DNR 90 days prior to working on any crossings that will require a DEQ permit.

#### 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, and may be chipped, utilized or otherwise removed from the sale. Stumps shall be set upright, not left on edge, and be moved at least 10 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

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

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

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

The DNR will secure any necessary stream crossing permits that may be required.

#### 4.2 - Maintenance

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

To maintain roads, fill material may be needed in areas where "holes" exist or may be expected to develop. This fill material should be placed before trucking begins. The sale administrator reserves the right to halt harvest activities if haul roads are not properly filled and shaped to his/her specifications.

#### 4.2.4 - Grading (10/16)

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

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

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

#### 5 - Operations

#### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

#### 5.2.1.11 - Slash for reforestation (5/07)

To facilitate reforestation, the sale area shall be left with slash evenly distributed. Bunched tops within the cutting area shall be broken up and scattered. Stumps shall be cut low to the ground. Processing sites shall not be left with a compacted layer of slash; tops from these sites shall be hauled back into the cut area and scattered.

#### 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

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

Within Payment Unit(s) 1, 2, and 3, unless changed by written agreement, all clean up activities are to be completed by June 30. This restriction is to let the area revegetate before the dry season.

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

Within Payment Unit(s) 2, unless changed by written agreement, cutting and skidding are not permitted during the period of April 15 to July 15. This restriction is because of bark slippage.

#### 5.2.30 - Landing/road top soil protection (2/15)

Top soil on landings and new roads must be removed, stockpiled and saved. Upon completion of the timber sale, soil must be evenly distributed back over the area for revegetation. In addition, the area must be seeded and mulched per the instructions of the sale administrator by June 30 following harvest completion to allow for re-vegetation before the dry season.

#### 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 wind rowed on the edge.

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

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

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

The Alston trail is a snowmobile trail and is shown on the Timber Sale Map. Do not cut or damage posts with orange trail markers or traffic control signs. If the trail is used, it must be maintained and restored to a condition equal to or better than before the sale. This maintenance/restoration must be done to the satisfaction of the Unit Manager or his/her representative prior to December 1st. Any trucking of forest products shall only occur from Monday to Thursday during daylight hours. If the trail road is to be used for hauling during the snowmobile season, then a snow covered base must be left on the trail. Maintain a 20 foot wide slash, debris, and rut free zone daily using the snowmobile trail as the centerline. No decking of forest products will be permitted along the snowmobile trail. All stumps within 20 feet of the snowmobile trail must be cut at ground level.

#### 5.4 - 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.

#### 5.8 - 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

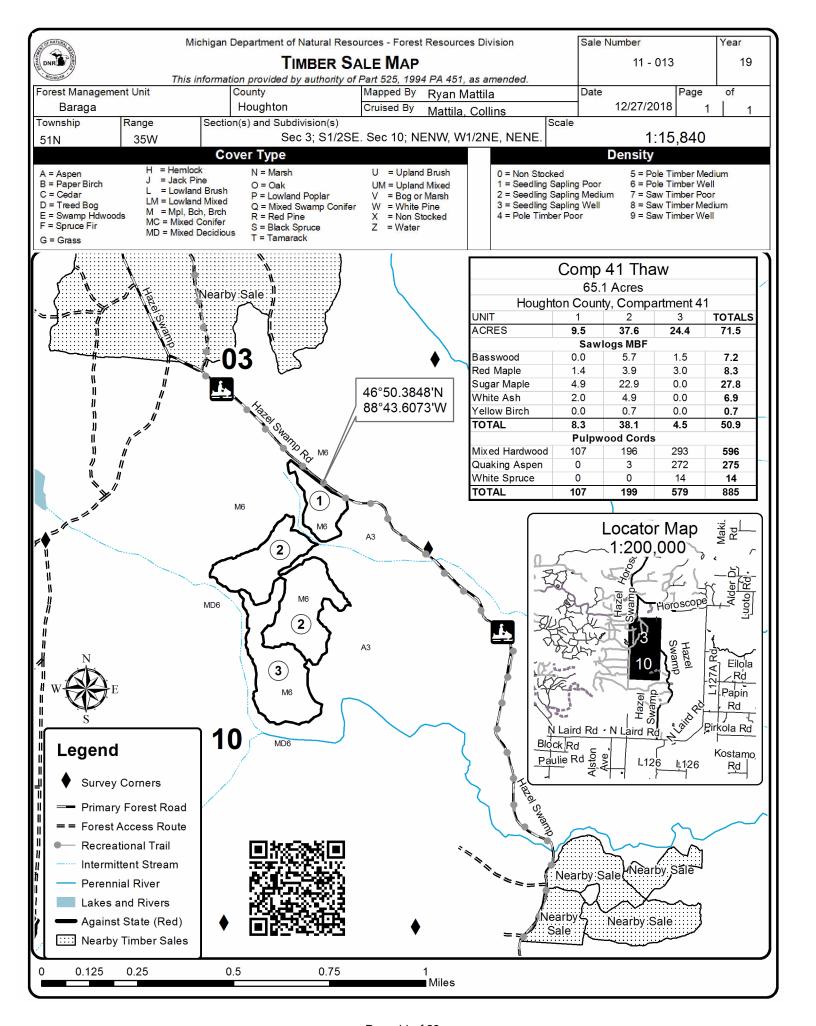
#### 6.2.1 - Road posting (9/09)

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

#### 6.2.2 - Snowmobile trail posting (8/09)

The Purchaser is responsible for posting and maintaining caution signs on the snowmobile trail prior to beginning operations during the snowmobile season (approximately December 1 to March 31). The trail 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. The trail is groomed by the Superior Snowmobile club; the Purchaser must contact them at (906) 288-3025 and notify them about the upcoming harvest operation. Additionally, the Purchaser must contact the DNR Unit Manager or his/her representative prior to any operations involving the snowmobile trail.

Section Name: Sale Specific Current as of 4/10/2019 1:38:59PM



#### TIMBER SALE INFORMATION

GNA Erickson Lake (11-801-18)
T47N, R39W, SEC. 22; T47N, R39W, SEC. 23.
Ontonagon County (Advertised Price \$132,020.65)

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 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:

PRODUCTS & SPECIES	CIES ESTIMATED UNITS*		<u>ADV</u>	ERTISED PRICE
Sawtimber				
Basswood	108.30	MBF	\$	94.00 / MBF
Black Ash	1.90	MBF	\$	67.00 / MBF
Paper Birch	1.90	MBF	\$	72.00 / MBF
Red Maple	60.70	MBF	\$	206.00 / MBF
Sugar Maple	152.70	MBF	\$	310.00 / MBF
White Ash	40.70	MBF	\$	88.00 / MBF
Yellow Birch	6.00	MBF	\$	149.00 / MBF
Pulpwood				
Balsam Fir	22.00	Cords	\$	21.00 / Cord
Basswood	342.00	Cords	\$	7.55 / Cord
Jack Pine	95.00	Cords	\$	32.05 / Cord
Mixed Hardwood	2,362.00	Cords	\$	16.85 / Cord
Quaking Aspen	415.00	Cords	\$	27.40 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 11.71 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 \$14,000.00 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> </u>
PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
01	8.1%
02	5.4%
03	2.9%
04	8.1%
05	10.9%
06	2.9%
07	12.4%
08	5.2%
09	4.6%
10	7.5%
11	6.6%
12	10.1%
13	15.3%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2022.

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Basswood	Sawtimber	24.4	MBF	39.4	\$10,714.90
	Paper Birch		1.9	MBF		
	Sugar Maple		15.7	MBF		
	Basswood	Pulpwood	42.0	Cords		
	Mixed Hardwood		184.0	Cords		
	Paper Birch		3.0	Cords		
	Sugar Maple		181.0	Cords		
2	Basswood	Sawtimber	14.6	MBF	33.3	\$7,158.05
	Sugar Maple		0.8	MBF		
	White Ash		20.0	MBF		
	Basswood	Pulpwood	59.0	Cords		
	Mixed Hardwood		188.0	Cords		
	Red Maple		32.0	Cords		
	Sugar Maple		86.0	Cords		
	White Ash		70.0	Cords		
	Quaking Aspen		6.0	Cords		
	Quaking Aspen		6.0	Cords		
3	Jack Pine	Pulpwood	95.0	Cords	4.6	\$3,769.75
	Mixed Hardwood		4.0	Cords		
	Paper Birch		2.0	Cords		
	White Ash		2.0	Cords		
	Quaking Aspen		24.0	Cords		
	Quaking Aspen		24.0	Cords		
4	Basswood	Sawtimber	5.1	MBF	24.6	\$10,753.5
	Red Maple		6.0	MBF		
	Sugar Maple		16.7	MBF		
	White Ash		5.1	MBF		
	Basswood	Pulpwood	19.0	Cords		
	Mixed Hardwood		194.0	Cords		
	Red Maple		42.0	Cords		
	Sugar Maple		84.0	Cords		
	White Ash		59.0	Cords		
	Yellow Birch		9.0	Cords		
5	Basswood	Sawtimber	22.0	MBF	39.2	\$14,386.75
	Red Maple		2.1	MBF		
	Sugar Maple		22.4	MBF		
	Yellow Birch		0.8	MBF		
	Basswood	Pulpwood	63.0	Cords		
	Mixed Hardwood		258.0	Cords		
	Red Maple		27.0	Cords		
	Sugar Maple		225.0	Cords		
	Yellow Birch		6.0	Cords		
6	Basswood	Sawtimber	9.1	MBF	25.6	\$3,831.40
	Red Maple		1.3	MBF		
	Sugar Maple		2.6	MBF		
	White Ash		2.1	MBF		
	Basswood	Pulpwood	40.0	Cords		
	Mixed Hardwood		84.0	Cords		
	Red Maple		6.0	Cords		
	Sugar Maple		69.0	Cords		
	White Ash		9.0	Cords		
7	Basswood	Sawtimber	11.3	MBF	29.5	\$16,391.10
	Red Maple		21.5	MBF		,
	Sugar Maple		19.1	MBF		
	1 -			I	l	
	Yellow Birch		0.8	MBF		

#### Description of Timber by Payment Unit (PU), con't

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
	Mixed Hardwood		279.0	Cords		
	Red Maple		113.0	Cords		
	Sugar Maple		154.0	Cords		
	Yellow Birch		12.0	Cords		
8	Basswood	Sawtimber	7.3	MBF	28.6	\$6,844.60
	Red Maple		3.3	MBF		
	Sugar Maple		4.0	MBF		
	White Ash		8.8	MBF		
	Basswood	Pulpwood	13.0	Cords		
	Mixed Hardwood		177.0	Cords		
	Black Ash		6.0	Cords		
	Red Maple		36.0	Cords		
	Sugar Maple		94.0	Cords		
	White Ash		41.0	Cords		
	Quaking Aspen		14.0	Cords		
	Quaking Aspen		14.0	Cords		
9	Red Maple	Sawtimber	1.5	MBF	20.7	\$6,057.25
	White Ash		4.7	MBF		
	Basswood	Pulpwood	12.0	Cords		
	Mixed Hardwood		173.0	Cords		
	Ironwood		2.0	Cords		
	Red Maple		8.0	Cords		
	Sugar Maple		131.0	Cords		
	White Ash		32.0	Cords		
	Quaking Aspen		85.0	Cords		
	Quaking Aspen		85.0	Cords		
10	Basswood	Sawtimber	0.4	MBF	13.2	\$9,959.40
	Red Maple		7.2	MBF		<del>, , , , , , , , , , , , , , , , , , , </del>
	Sugar Maple		1.9	MBF		
	Yellow Birch		0.6	MBF		
	Balsam Fir	Pulpwood	22.0	Cords		
	Basswood	p	6.0	Cords		
	Mixed Hardwood		154.0	Cords		
	Red Maple		83.0	Cords		
	Sugar Maple		59.0	Cords		
	White Ash		2.0	Cords		
	Yellow Birch		10.0	Cords		
	Quaking Aspen		170.0	Cords		
	Quaking Aspen		170.0	Cords		
11	Red Maple	Sawtimber	1.0	MBF	27.9	\$8,683.75
	Sugar Maple	Cawaiiibci	7.8	MBF	27.0	ψ0,000.70
	Mixed Hardwood	Pulpwood	171.0	Cords		
	Black Ash	i dipwood	6.0	Cords		
	Red Maple		23.0	Cords		
	Sugar Maple		142.0	Cords		
	Quaking Aspen		116.0	Cords		
	Quaking Aspen	Sawtimber	7.1	MBF		
	Quaking Aspen	Pulpwood	102.0	Cords		
12	Basswood	Sawtimber	7.2	MBF	47.4	\$13,314.60
14	Black Ash	Cawuiiibei	1.9	MBF	47.4	φ13,31 <del>4</del> .00
				1		
	Red Maple		12.5	MBF		
	Sugar Maple		14.6	MBF		
	Yellow Birch	Dulpure	3.8	MBF		
	Basswood	Pulpwood	59.0	Cords		
	Mixed Hardwood  Black Ash		261.0 <i>5.0</i>	Cords		
			50	Cords		

## Description of Timber by Payment Unit (PU), con't

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
12 con't	Red Maple	Pulpwood	69.0	Cords		
	Sugar Maple		154.0	Cords		
	White Ash		24.0	Cords		
	Yellow Birch		9.0	Cords		
13	Basswood	Sawtimber	6.9	MBF	21.5	\$20,155.55
	Red Maple		4.3	MBF		
	Sugar Maple		47.1	MBF		
	Basswood	Pulpwood	8.0	Cords		
	Mixed Hardwood		235.0	Cords		
	Red Maple		11.0	Cords		
	Sugar Maple		224.0	Cords		
		TOTAL:	372.2	MBF		
		TOTAL:	3,236.0	Cords		

#### Sale Specific Conditions & Requirements

Sale Name: GNA Erickson Lake Sale Number: 11-801-18 Seg#: 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 and red paint. Exterior sale boundary lines against private property are blazed with red paint and marked with a triple orange paint slash. Exterior sale boundary lines against USFS are marked with a triple orange paint slash. Interior Payment Unit boundaries are marked with a double orange paint slash. 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

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

Within Payment Unit(s) 3 & 10, cut all trees that are 2" or more at DBH, except do not cut hemlock, cedar, oak, black cherry, white pine and red pine.

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

Within Payment Unit(s) 1, 2, 4-9 & 11-13, all trees are designated for cutting when marked with blue paint above and below stump height, regardless of merchantability.

#### 2.2 - Utilization

#### 2.2.1 - Utilization (2/04)

All listed board foot volumes of sawlog size products in this contract have been determined using a top diameter inside bark of 8 inches.

#### 2.2.7 - Uncut designated trees (2/04)

Liquidated damages of \$10.00 per tree will be assessed for every marked tree not cut.

#### 2.2.8 - Utilization and removal (5/14)

All products not meeting standards set forth in General Condition and Requirement 2.2 - Utilization may not be removed from the sale area, e.g. tops. This is because there are sensitive soils within the sale area and tops will help prevent post-harvest erosion.

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

Within Payment Unit(s) 1-13, 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 10% of trees (> 4.5" DBH) within a specified area of the sale are damaged, liquidated damages will be assessed for all trees damaged. Rates will be in

accordance with General Condition and Requirement 3.4 Damaged Timber.

#### 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)

Roads 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. The culverts shall be new, corrugated metal or plastic gauge. Culverts will be a minimum of 12 inches in diameter and 24 feet in length. Culverts must be removed and 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. Stream crossing permits, if needed, will be obtained by the DNR. Please notify the DNR 90 days prior to working on any crossings that will require a DEQ permit.

#### 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. The intersection of FDR 5472 & FDR 5472-C shall not be widened past the marked sale boundary. Also, no stumps, tops or soil shall be deposited against or past the sale boundary trees in this area.

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

Overgrown or closed roads and temporary skid trails that are reopened must be closed to standard motor vehicles upon timber sale completion, but left accessible for ORV's no wider than 65". In general, this will require constructing a four (4') foot high berm of stumps, logs and earth, with an opening small enough to prohibit passage by cars and trucks, but wide enough to allow ORV's reasonable access either through the middle or on either end of the berm. Contact the sale administrator for specific placement and construction.

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

The following road work is required: The Purchaser will be required to gravel all Forest Service and non-Forest Service maintained approaches used during the timber sale to access US Highway 45 and Erickson Road. This work needs to be done prior to any hauling activity using the approach. The gravel used must be from a weed free source. In general, this will require between 5 and 10 yards of gravel per approach, and must be done to the satisfaction of the sale administrator. Pit run can be used along Erickson Lake Road and crushed gravel will be used for approaches along US Highway 45. The Purchaser is responsible for acquiring the required gravel.

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

No new roads will be permitted. All operations are limited to existing roads.

#### 4.2 - Maintenance

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

To maintain roads, fill material may be needed in areas where "holes" exist or may be expected to develop. This fill material should be placed before trucking begins. The sale administrator reserves the right to halt harvest activities if haul roads are not properly filled and shaped to his/her specifications.

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

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

#### 4.4 - Access

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

Permission for access across private land is the responsibility of the Purchaser. Should the Purchaser desire to cross private

land, a copy of the written permission from the private land-owner may be required by the DNR.

#### 5 - Operations

#### 5.1 - Notification

#### 5.1.1 - Pre-sale conference (10/16)

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

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

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

#### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

#### 5.2.1.2 - Slash Removal

#### 5.2.1.2.6 - Slash removal, general (7/05)

All slash must be removed from at least 25 feet of the west boundary of Payment Units 2 and 10. In addition, all tops/slash must be pulled back into the sale area so they are not across any exterior sale boundary lines.

#### 5.2.1.8 - Slash height (12/08)

No slash or tree tops may exceed 36 inches in height.

#### 5.2.1.11 - Slash for reforestation (5/07)

To facilitate reforestation, Payment Unit 3 shall be left with slash evenly distributed. Bunched tops within the cutting area shall be broken up and scattered. Stumps shall be cut low to the ground. Processing sites shall not be left with a compacted layer of slash; tops from these sites shall be hauled back into the cut area and scattered.

#### 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

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

Within Payment Unit(s) 2, 6-8 & 12, unless changed by written agreement, cutting, skidding, and hauling are permitted only during dry, droughty, summer conditions and frozen winter conditions. This restriction is is to avoid damaging sensitive soils.

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

Within Payment Unit(s) 1, 4, 5, 9, 11 & 13, unless changed by written agreement, cutting, skidding and hauling are not permitted during the period of April 15 to July 15. This restriction is because of bark slippage and to avoid damaging sensitive soils and breakup conditions.

#### 5.2.30 - Landing/road top soil protection (2/15)

Top soil on landings must be removed, stockpiled and saved. Upon completion of the timber sale, soil must be evenly distributed back over the area for revegetation. In addition, the area must be seeded and mulched per instructions of the sale administrator by July 15 following harvest completion to allow for re-vegetation before the dry season.

#### 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 6 inches or greater in depth and 30 feet in length. The Unit Manager or his/her representative may restrict hauling and/or skidding if ruts exceed the specified depth. With the Unit Manager or his/her representative's approval, the Purchaser may return to the area when the risk of rutting has decreased.

#### 5.4.3 - Erosion control (12/08)

Skid trails or haul roads may require erosion control structures or berms per direction of the Unit Manager or his/her representative.

#### 5.4.4 - Slope protection (5/15)

Skid trails and roads on slopes shall be water barred with slash, stumps, and/or clean straw bales native to the area as soon as use is complete to prevent erosion.

#### 5.4.6 - Wet area protection (5/10)

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

#### 5.6 - 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 US Highway 45 and Erickson 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

- 7.3.4 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.

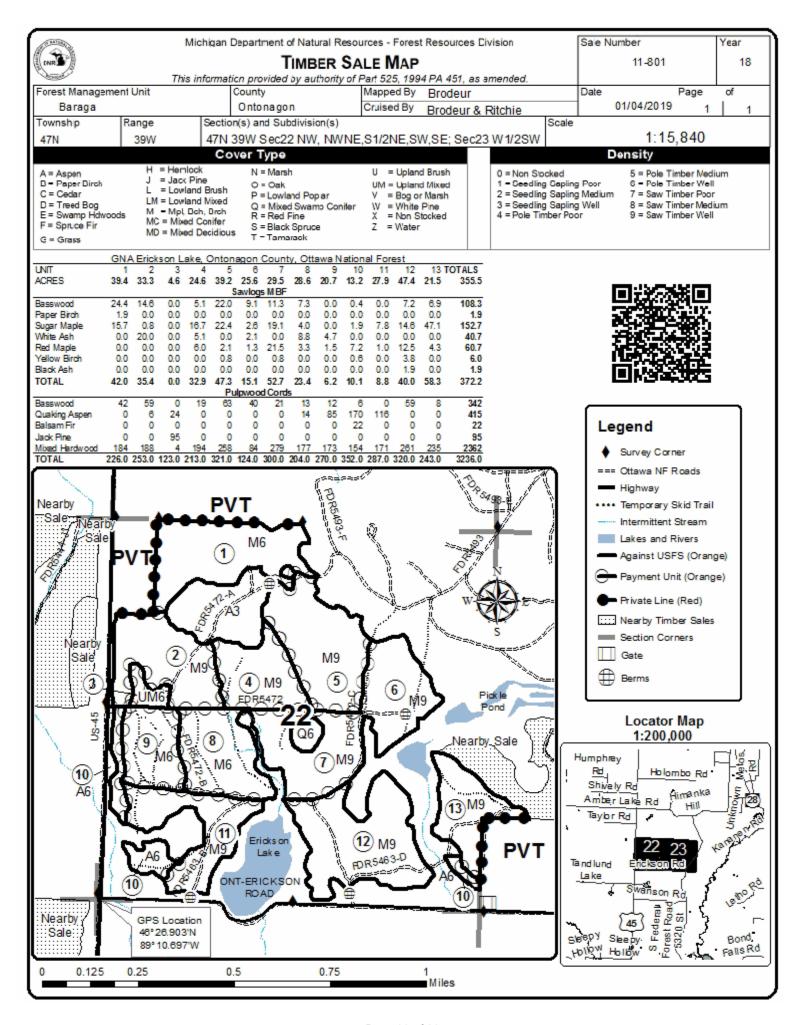
Deterioration or loss of timber value due to delay or interruption under 7.3.4 - GNA, contract suspension and modification, shall be borne by the party holding title. In this event, Included Timber to which USDA Forest Service holds title, Purchaser of the State GNA contract will not be obligated to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

Section Name: Sale Specific Current as of 2/28/2019 3:53:19PM



EEDEDAL ID.

#### **BID FORM**

BARAGA MANAGEMENT UNIT **BARAGA OFFICE** 

#### GNA Erickson Lake (11-801-18)

T47N, R39W, SEC. 22; T47N, R39W, SEC. 23; Ontonagon COUNTY

In response to the notice of sale to be held 9:00 a.m. (local time) on May 16, 2019, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	<u>ESTIMATED</u>	VOLUME*	AD\	VERTISED PRICE	BID PRICE/UNIT
Sawtimber					
Basswood	108.30	MBF	\$	94.00/MBF	\$
Black Ash	1.90	MBF	\$	67.00/MBF	\$
Paper Birch	1.90	MBF	\$	72.00/MBF	\$
Red Maple	60.70	MBF	\$	206.00/MBF	\$
Sugar Maple	152.70	MBF	\$	310.00/MBF	\$
White Ash	40.70	MBF	\$	88.00/MBF	\$
Yellow Birch	6.00	MBF	\$	149.00/MBF	\$
Pulpwood					
Balsam Fir	22.00	Cords	\$	21.00/Cord	\$
Basswood	342.00	Cords	\$	7.55/Cord	\$
Jack Pine	95.00	Cords	\$	32.05/Cord	\$
Mixed Hardwood	2,362.00	Cords	\$	16.85/Cord	\$
Quaking Aspen	415.00	Cords	\$	27.40/Cord	\$

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 11.71 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 SECU	IRITY NUMBER:				
	Company or individual bidding:						
	Company representative's name:						
	Address:						
	City:		Zip:				
F AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.							
ndividual	lividual or company representative's signature: Date:						
Phone nu	mber :	Email (d	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



## Michigan Department of Natural Resources Forest Resources Division

# TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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

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.

•	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.			
•				
PΙε	Please Check Appropriate Categories:			
1.	<ol> <li>My business is organized as (you must check one of the boxes b</li> <li>A. Sole Proprietorship (individual)</li> <li>B. Partnership</li> <li>Corporation</li> </ol>	elow):		
2. You <b>must</b> check <u>one</u> 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 o bligation to the Worker's Co Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notic questions or a copy of the BWC-337, please call the Worker's Cor	e of Exclusion within 21 days of the contract award. (For		
	C.   I certify my business has a Worker's Compensation Policy. I will prone (21) days of the contract award.	rovide an original Certificate of Insurance within twenty-		
3.	If you have checked item 2(A) or 2(B), you <b>must</b> indicate the number of <b>both</b> full-time and part-time employees, othe than yourself, including family members and active partners (if none, you must enter "0").			
	Full-time Employees	Part-time Employees		
lan	lame of Business Federal	ID (or) Social Security No.		
Add	Address Telepho (	ne )		
City	City State ZIP			
n fa	hereby certify that the above information is true and correct. I agree in factors affecting my coverage during any of my present and future of Signature of Owner or Authorized Representative			
_	Title	Date		

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

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

#### **BID FORM**

BARAGA MANAGEMENT UNIT BARAGA OFFICE

#### Comp 41 Thaw (11-013-19)

T51N, R35W, SEC. 10; T51N, R35W, SEC. 3; Houghton COUNTY

In response to the notice of sale to be held 9:00 a.m. (local time) on May 16, 2019, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	ESTIMATED	VOLUME*	<u>AD</u>	VERTISED PRICE	BID PRICE/UNIT
Sawtimber	= 00		_	0.4.00	
Basswood	7.20	MBF	\$	94.00/MBF	\$
Red Maple	8.30	MBF	\$	206.00/MBF	\$
Sugar Maple	27.80	MBF	\$	310.00/MBF	\$
White Ash	6.90	MBF	\$	88.00/MBF	\$
Yellow Birch	0.70	MBF	\$	149.00/MBF	\$
Pulpwood					
Mixed Hardwood	596.00	Cords	\$	16.85/Cord	\$
Quaking Aspen	275.00	Cords	\$	27.40/Cord	\$
White Spruce	14.00	Cords	\$	32.95/Cord	\$

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

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 12.46 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.



#### Michigan Department of Natural Resources Forest Resources Division

# TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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

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.				
Ple	Please Check Appropriate Categories:				
1.	My business is organized as (you <b>must</b> check <u>one</u> of the boxes below):  A. □ Sole Proprietorship (individual)  B. □ Partnership  C. □ Corporation				
2.	<ul> <li>You must check one of the boxes below:</li> <li>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.</li> <li>B.    I certify my business has satisfied its o bligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).</li> <li>C.    I certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty-one (21) days of the contract award.</li> </ul>				
	than yourself, including family members and active partners.  Full-time Employees	e the number of <b>both</b> full-time and part-time employees, other ers (if none, you must enter "0").  Part-time Employees			
Name of Business		Federal ID (or) Social Security No.			
Address		Telephone ( )			
City	ty State	ZIP			
in f	nereby certify that the above information is true and correct. factors affecting my coverage during any of my present and  Signature of Owner or Authorized Representative	I agree to notify the Michigan DNR of any changes that occur future operations.			
Ī	Title	Date			

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

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