



**DEPARTMENT OF NATURAL RESOURCES  
STATE OF MICHIGAN**

**TIMBER SALE PROSPECTUS #6931**

SCHEDULED SALE DATE AND TIME: 10:00 a.m. (local time) on September 27, 2021.

LOCATION: SAULT STE MARIE MGMT UNIT, P.O. BOX 798, 4131 S. M-129, SAULT STE MARIE, MI 49783.

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

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

GNA2 Atlantic#2 (45-815-21) / T46N, R06W, SEC. 21, SE.

T46N, R06W, SEC. 22, W1/2SW.

T46N, R06W, SEC. 27, NWNW,SWSW.

T46N, R06W, SEC. 28, N1/2NE,SWNE,S1/2SE.

T46N, R06W, SEC. 33, NE,NESE.

T46N, R06W, SEC. 34, NW,W1/2NE,NWSW.

Chippewa County, Advertised Price \$44,985.45, 248.8 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'.

All units of volume listed for this sale were estimated using the Inventory Manager computer program and the new Michigan taper model.

Access may be through 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, SAULT STE MARIE OFFICE, P.O. Box 798 4131 S. M-129, Sault Ste Marie, MI 49783, no later than 10:00 a.m. (local time) on September 27, 2021. For further information concerning this sale, contact Amy Livermore at 906-287-5376 extension .

### 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.

DAN EICHINGER  
Director

## TIMBER SALE INFORMATION

### GNA2 Atlantic#2 (45-815-21)

T46N, R06W, SEC. 21; T46N, R06W, SEC. 22; T46N, R06W, SEC. 27; T46N, R06W, SEC. 28; T46N, R06W, SEC. 33; T46N, R06W, SEC. 34.

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'. All units of volume listed for this sale were estimated using the Inventory Manager computer program and the new Michigan taper model.

Access may be through other public land.

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

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>
Sawtimber		
American Elm	0.9 MBF	\$ 2.00 / MBF
Basswood	63.0 MBF	\$ 49.00 / MBF
Beech	4.5 MBF	\$ 29.00 / MBF
Black Cherry	3.7 MBF	\$ 102.00 / MBF
Paper Birch	0.8 MBF	\$ 32.00 / MBF
Red Maple	81.1 MBF	\$ 73.00 / MBF
Sugar Maple	32.4 MBF	\$ 271.00 / MBF
White Ash	22.1 MBF	\$ 32.00 / MBF
Pulpwood		
Balsam Fir	52 Cords	\$ 9.30 / Cord
Mixed Hardwood	707 Cords	\$ 10.40 / Cord
Mixed Spruce	42 Cords	\$ 9.75 / Cord
Quaking Aspen	1,051 Cords	\$ 16.85 / Cord

\* The total volume is statistically estimated within plus (+) or minus (-) 6.60 percent. There are an estimated 2,265 cords on this timber sale, plus or minus 150 cords at the 95% confidence level. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

1. A bond in the amount of \$4,499.00 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	14.4%
02	15.2%
03	15.6%
04	4.9%
05	15.1%
06	6.5%
07	8.8%
08	12.8%
09	6.7%
4. If no cutting takes place, the 10% down payment will not be refunded.
5. Operations on the contract issued will terminate on 06/30/2024.

### **SALE STATISTICS**

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

### SALE VOLUMES

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

VOLUME			STATISTICAL RANGE IN CORDS	
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
178,971	2,265	6.60%	2,116	2,415

### VDU VOLUMES

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

VDU	VOLUME			RANGE IN CORDS	
	TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
1	10,955	139	20.31%	111	167
4	63,176	800	12.75%	698	902
5	11,615	147	33.07%	98	196
20	35,883	454	15.03%	386	522
21	12,803	162	22.65%	125	199
22	15,454	196	8.35%	179	212
49	28,986	367	15.17%	311	423
<b>TOTAL:</b>	<b>178,870</b>	<b>2,264</b>		<b>1,908</b>	<b>2,620</b>

### VDU TO PAYMENT UNIT

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

VDU	VDU ACRES	PU	PU ACRES
1	32.5	1	32.5
4	79.9	2	39.9
		3	40.0
5	26.3	4	26.3
20	15.1	5	15.1
21	19.6	6	19.6
22	4.8	9	4.8
49	70.6	7	29.0
		8	41.6
<b>TOTAL:</b>	<b>248.8</b>		<b>248.8</b>

**DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)**

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Black Cherry	Sawtimber	1.5	MBF	32.5	\$6,494.95
	Red Maple		11.3	MBF		
	Sugar Maple		17.2	MBF		
	Mixed Hardwood	Pulpwood	73	Cords		
	<i>Beech</i>		4	<i>Cords</i>		
	<i>Black Cherry</i>		1	<i>Cords</i>		
	<i>Red Maple</i>		48	<i>Cords</i>		
	<i>Sugar Maple</i>		20	<i>Cords</i>		
	Mixed Spruce		3	Cords		
	<i>White Spruce</i>		3	<i>Cords</i>		
	Quaking Aspen		4	Cords		
2	American Elm	Sawtimber	0.4	MBF	39.9	\$6,851.45
	Black Cherry		1.1	MBF		
	Red Maple		30.4	MBF		
	Balsam Fir	Pulpwood	15	Cords		
	Mixed Hardwood		133	Cords		
	<i>American Elm</i>		4	<i>Cords</i>		
	<i>Beech</i>		4	<i>Cords</i>		
	<i>Black Cherry</i>		4	<i>Cords</i>		
	<i>Red Maple</i>		120	<i>Cords</i>		
	<i>Sugar Maple</i>		1	<i>Cords</i>		
	Mixed Spruce		17	Cords		
	<i>Black Spruce</i>		2	<i>Cords</i>		
	<i>White Spruce</i>		15	<i>Cords</i>		
	Quaking Aspen		168	Cords		
3	American Elm	Sawtimber	0.5	MBF	40.0	\$6,923.15
	Black Cherry		1.1	MBF		
	Red Maple		30.4	MBF		
	Balsam Fir	Pulpwood	15	Cords		
	Mixed Hardwood		138	Cords		
	<i>American Elm</i>		5	<i>Cords</i>		
	<i>Beech</i>		5	<i>Cords</i>		
	<i>Black Cherry</i>		5	<i>Cords</i>		
	<i>Red Maple</i>		121	<i>Cords</i>		
	<i>Sugar Maple</i>		2	<i>Cords</i>		
	Mixed Spruce		19	Cords		
	<i>Black Spruce</i>		3	<i>Cords</i>		
	<i>White Spruce</i>		16	<i>Cords</i>		
	Quaking Aspen		168	Cords		
4	Paper Birch	Sawtimber	0.8	MBF	26.3	\$2,216.20
	Red Maple		1.6	MBF		
	Balsam Fir	Pulpwood	22	Cords		
	Mixed Hardwood		23	Cords		
	<i>Black Cherry</i>		4	<i>Cords</i>		
	<i>Paper Birch</i>		8	<i>Cords</i>		
	<i>Red Maple</i>		11	<i>Cords</i>		
	Mixed Spruce		3	Cords		
	<i>White Spruce</i>		3	<i>Cords</i>		
	Quaking Aspen		95	Cords		
5	White Ash	Sawtimber	11.2	MBF	15.1	\$6,812.00
	Mixed Hardwood	Pulpwood	128	Cords		
	<i>American Elm</i>		6	<i>Cords</i>		
	<i>Red Maple</i>		69	<i>Cords</i>		
	<i>White Ash</i>		53	<i>Cords</i>		
	Quaking Aspen		304	Cords		
6	Basswood	Sawtimber	1.8	MBF	19.6	\$2,925.10

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
6 con't	Red Maple	Sawtimber	5.4	MBF		
	White Ash		3.5	MBF		
	Mixed Hardwood	Pulpwood	7	Cords		
	<i>Basswood</i>		1	<i>Cords</i>		
	<i>Red Maple</i>		4	<i>Cords</i>		
	<i>White Ash</i>		2	<i>Cords</i>		
	Quaking Aspen		134	Cords		
7	Basswood	Sawtimber	24.0	MBF	29.0	\$3,971.85
	Beech		1.8	MBF		
	Sugar Maple		6.2	MBF		
	White Ash		3.0	MBF		
	Mixed Hardwood	Pulpwood	59	Cords		
	<i>Basswood</i>		12	<i>Cords</i>		
	<i>Beech</i>		5	<i>Cords</i>		
	<i>Sugar Maple</i>		31	<i>Cords</i>		
	<i>White Ash</i>		11	<i>Cords</i>		
	Quaking Aspen		21	Cords		
8	Basswood	Sawtimber	34.4	MBF	41.6	\$5,760.45
	Beech		2.7	MBF		
	Sugar Maple		9.0	MBF		
	White Ash		4.4	MBF		
	Mixed Hardwood	Pulpwood	86	Cords		
	<i>Basswood</i>		17	<i>Cords</i>		
	<i>Beech</i>		8	<i>Cords</i>		
	<i>Sugar Maple</i>		45	<i>Cords</i>		
	<i>White Ash</i>		16	<i>Cords</i>		
	Quaking Aspen		31	Cords		
9	Basswood	Sawtimber	2.8	MBF	4.8	\$3,030.30
	Red Maple		2.0	MBF		
	Mixed Hardwood	Pulpwood	60	Cords		
	<i>Basswood</i>		4	<i>Cords</i>		
	<i>Red Maple</i>		47	<i>Cords</i>		
	<i>White Ash</i>		9	<i>Cords</i>		
	Quaking Aspen		126	Cords		
TOTAL:			208.5	MBF		
TOTAL:			1,852	Cords		



## Sale Specific Conditions & Requirements

Sale Name: GNA2 Atlantic#2

Sale Number: 45-815-21 Seq#: 1

### 1 - Sale Area

#### 1.2 - Boundaries

##### 1.2.1 - Painted boundaries (9/19)

The sale boundary and Payment Unit boundaries are marked and identified by orange paint. Interior Payment Unit boundaries are marked with orange dots. 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) 5 & 9, cut all trees that are one (1) inch or more at DBH, except yellow birch and conifers in Payment Unit 5. Cut all species in Payment Unit 9.

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

Within Payment Unit(s) 1-4 & 6-8, all trees are designated for cutting when marked with blue paint above and below stump height, regardless of merchantability. Cut all aspen in Payment Units 2 & 3, except those with an orange ring around them. Clearcut inside patches in Payment Unit 4 that are delineated by blue x's and pink ribbon.

#### 2.2 - Utilization

##### 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.

### 4 - Transportation

#### 4.1 - Construction

##### 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.

#### 4.2 - Maintenance

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

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

#### 4.4 - Access

##### 4.4.3 - Access gate (12/08)

The access gate must be locked at the completion of each day unless otherwise approved by the Unit Manager or his/her representative. This is to prevent someone other than the Purchaser from going through the gate and being locked in.

### 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.

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

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

### 5.2 - Conduct of Operations

#### 5.2.2 - Hazard Trees/Snags

##### 5.2.2.1 - Den trees (10/16)

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

#### 5.2.3 - Operating Restrictions

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

Within Payment Unit(s) 1-4 & 6-8, unless changed by written agreement, cutting and skidding are not permitted during the period of May 1 to July 15. This restriction is because of bark slippage.

#### 5.2.22 - Operating Caution

##### 5.2.22.1 - Operating caution (6/11)

It is recommended, but not required, that within Payment Unit(s) 1-6, cutting, skidding, and hauling occur during periods when the soils are capable of supporting equipment without incurring detrimental compaction, puddling, or rutting. Management operations that occur during the spring thaw and rainy periods may necessitate the use of flotation equipment to prevent excessive rutting and compaction of the site. In addition, in Payment Units 4, 5, and 11, it is recommended that harvest operations occur during the frozen winter or dry summer. When winter logging occurs, the soil will be frozen adequately to support equipment. This is normally judged to be compacted snow 12 inches thick or frost 6 inches thick. Logging during dry operations is when the water table is at least 15 inches below the surface. The reason for the recommendation is because of areas with poorly drained soils.

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

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

#### 5.2.37 - No decking areas (12/08)

No decking is allowed within 100 feet of State Highway M-28 without permission of the Unit Manager or his/her representative.

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

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

### 5.6 - Debris and Waste Material

#### 5.6.2 - GNA, equipment cleaning (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

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

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

An additional zone of five chains (ten chains centered on the active nest tree) will be established in which there is no management activity from March 1 to August 30. This specification apply to new red shoulder hawk and goshawk nests. Limit biomass harvesting and chipping operations within this ten-chain zone, retain the maximum one-third of residues per the Woody Biomass Harvesting Guidelines (Michigan DNR 2010). Nests determined to be inactive will be protected with a one-chain no-harvest buffer.

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

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

### 5.8.8 - Protected species, other (2/12)

Within Payment Unit(s) 6-9, operations are not permitted during the period of March 1 to August 31. This is because of an active hawk's nest near these Payment Units. This can be waived after June 1 if the nests can be confirmed as being inactive by the district Wildlife Biologist.

## 6 - Safety and Fire Prevention

### 6.2 - Signing

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

The Purchaser is responsible for posting and maintaining caution signs on M-28 prior to beginning operations. The road must

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

## 7 - Other Conditions

### SKIP

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

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

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

### 7.3 - Contract Modifications

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

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

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

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

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

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

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

(i) a no cost contract extension,

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

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

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

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

### 7.5 - Loss

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

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

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

#### 7.10 - Certified Timber

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

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



### TIMBER SALE MAP

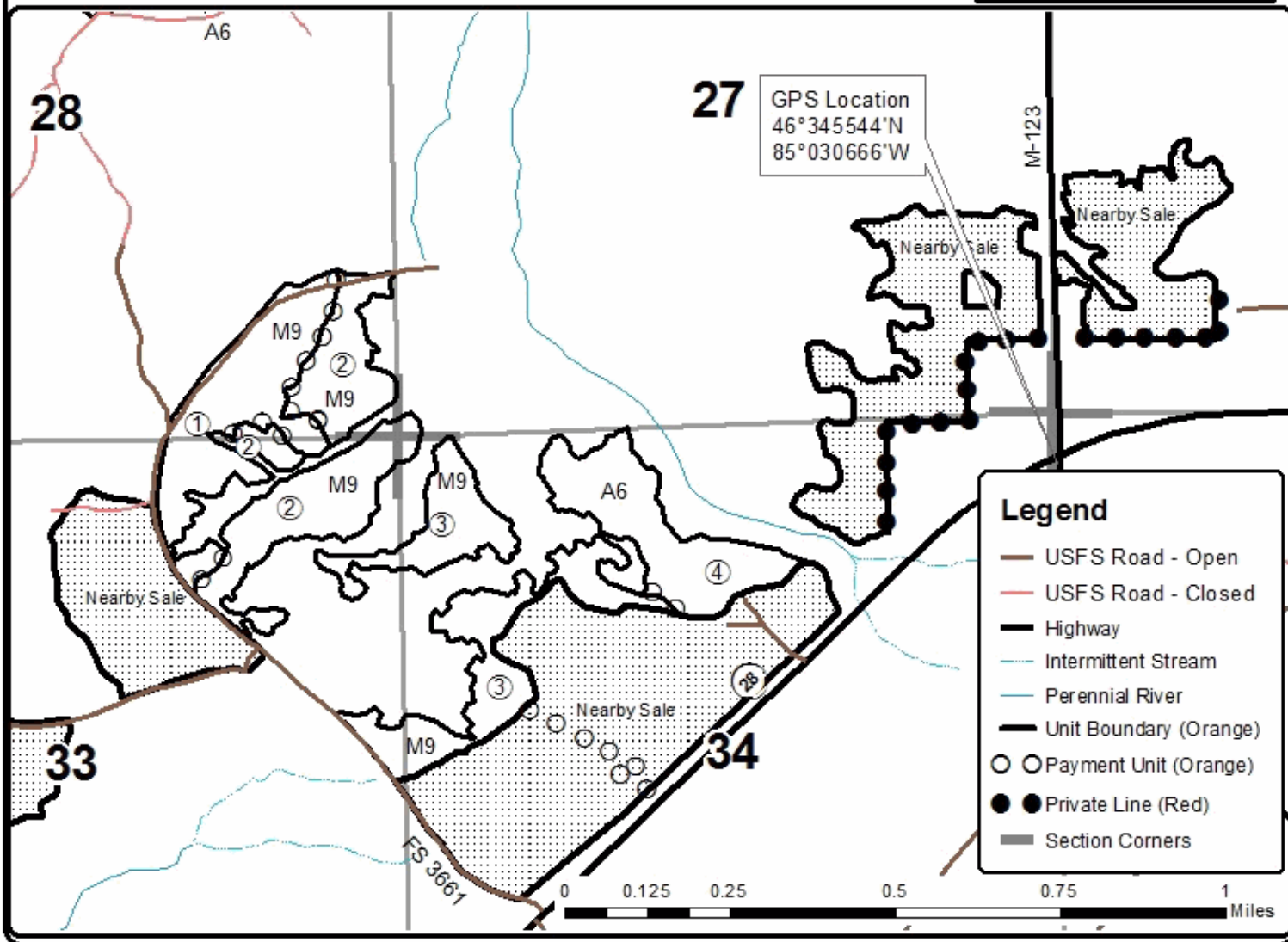
This information provided by authority of Part 525, 1994 PA 451, as amended.

Forest Management Unit Sault Ste. Marie		County Chippewa	Mapped By Amy Livermore	Date 8/9/2021	Page 1	of 2
Township 46N		Section(s) and Subdivision(s) SE1/4 sec. 21, W1/2 SW sec. 22, NWNW, S1/2 SW sec. 27, NE1/4, SWSE, SESE, NESE sec. 28, NE1/4, NESE sec. 33, NW1/4, NWNE, NWSW sec. 34		Cruised By A. Livermore		Scale 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	MBF	Cords
1	32.5	30	80
2	39.9	31.9	333
3	40	32	340
4	26.3	2.4	143
5	15.1	11.2	432
6	19.6	10.7	141
7	29	35	80
8	41.6	50.5	117
9	4.8	4.8	186

**GNA2 Atlantic#2**  
 Compartments 7915066, 7915068  
 248.8 Acres





# TIMBER SALE MAP

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

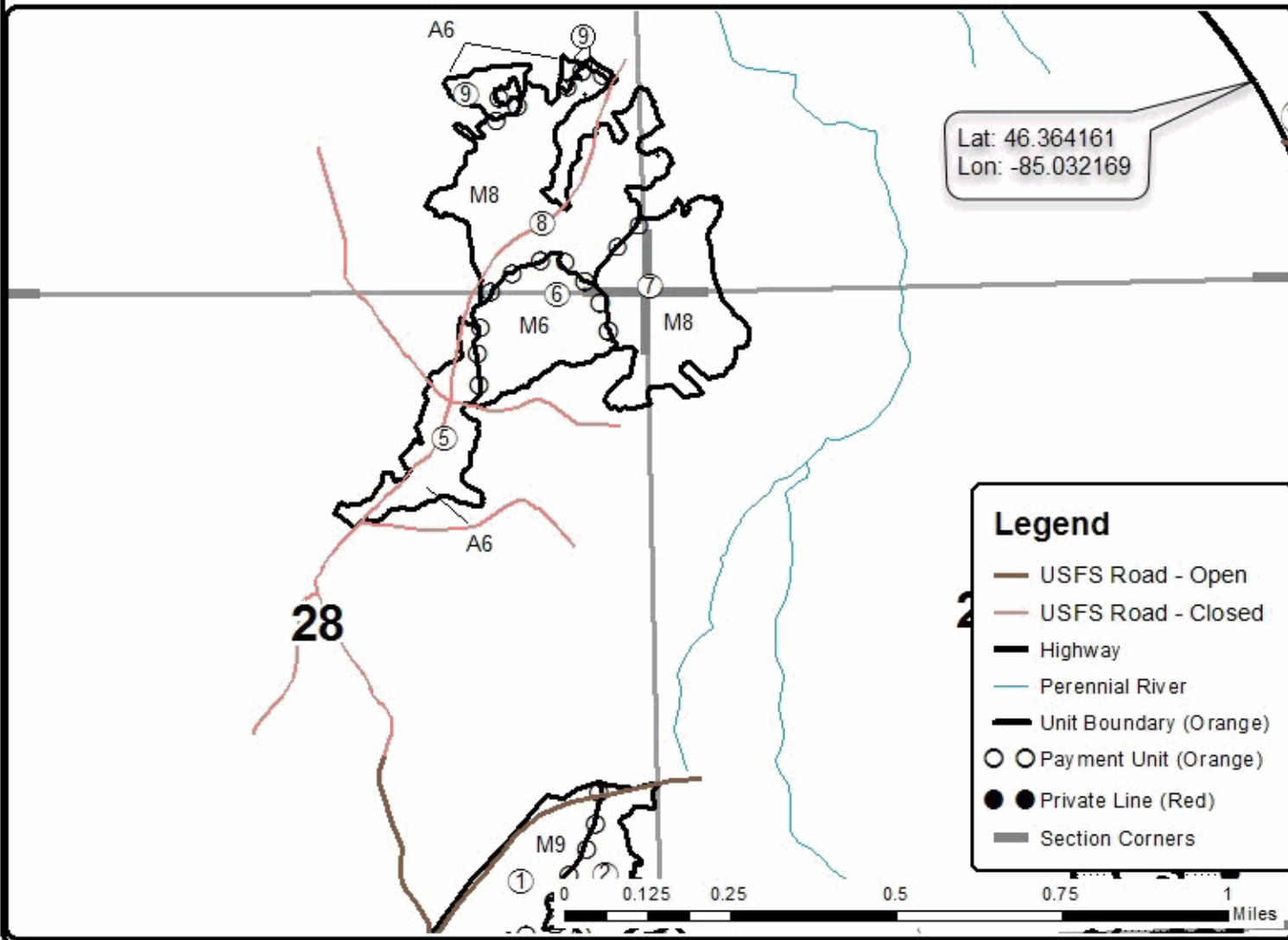
Sale Number	Year
45 - 815	21

Forest Management Unit Sault Ste. Marie	County Chippewa	Mapped By Amy Livermore	Date 8/9/2021	Page 2	of 2
Township 46N	Range 06W	Section(s) and Subdivision(s) SE 1/4 sec. 21, W 1/2 SW sec. 22, NWNW, S 1/2 SW sec. 27, NE 1/4, SWSE, SESE, NESE sec. 28, NE 1/4, NESE sec. 33, NW 1/4, NWNE, NWSW sec. 34	Scale 1:15,840		

Cover Type				Density			
A = Aspen	H = Hemlock	N = Marsh	U = Upland Brush	0 = Non Stocked	5 = Pole Timber Medium		
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**GNA2 Atlantic#2**  
 Compartments 7915066, 7915068  
 248.8 Acres







GNA2 Atlantic#2 (45-815-21)  
T46N, R06W, SEC. 21; T46N, R06W, SEC. 22; T46N, R06W, SEC. 27; T46N,

In response to the notice of sale to be held 10:00 a.m. (local time) on September 27, 2021, 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>			
American Elm	0.9 MBF	\$ 2.00/MBF	\$ _____
Basswood	63.0 MBF	\$ 49.00/MBF	\$ _____
Beech	4.5 MBF	\$ 29.00/MBF	\$ _____
Black Cherry	3.7 MBF	\$ 102.00/MBF	\$ _____
Paper Birch	0.8 MBF	\$ 32.00/MBF	\$ _____
Red Maple	81.1 MBF	\$ 73.00/MBF	\$ _____
Sugar Maple	32.4 MBF	\$ 271.00/MBF	\$ _____
White Ash	22.1 MBF	\$ 32.00/MBF	\$ _____
<b>Pulpwood</b>			
Balsam Fir	52 Cords	\$ 9.30/Cord	\$ _____
Mixed Hardwood	707 Cords	\$ 10.40/Cord	\$ _____
Mixed Spruce	42 Cords	\$ 9.75/Cord	\$ _____
Quaking Aspen	1,051 Cords	\$ 16.85/Cord	\$ _____

\*The volumes are statistically estimated within plus (+) or minus (-) 6.60 percent at 95% confidence level. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

FEDERAL ID: \_\_\_\_ - \_\_\_\_ - \_\_\_\_ or SOCIAL SECURITY NUMBER: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

Company or individual bidding: \_\_\_\_\_

Company representative's name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

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

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

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



<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 (       )	
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**