



**DEPARTMENT OF NATURAL RESOURCES
STATE OF MICHIGAN
TIMBER SALE PROSPECTUS #7167**

SCHEDULED SALE DATE AND TIME: 10:00 a.m. (local time) on December 5, 2022.

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 Coho (45-801-23) / T45N, R06W, SEC. 4 , NW,SW,NWSE.

T45N, R06W, SEC. 5 , NW,S1/2NE,N1/2SW,SESW,SE.

T45N, R06W, SEC. 6 , NW,NE,N1/2SE.

T45N, R06W, SEC. 8 , NENE.

T45N, R06W, SEC. 9 , NWNW.

T45N, R07W, SEC. 1 , NENE.

T46N, R06W, SEC. 31, NWSW,S1/2SW.

T46N, R07W, SEC. 36, E1/2SE.

Chippewa County, Advertised Price \$179,718.00, 577.4 Acres, Sugar Maple, Hardwood.

SALE NOTE: Access may be through private or other public land.

BID INSTRUCTIONS (VER. 10/10/2022):

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

Bids must be received by the Unit Manager, SAULT STE MARIE OFFICE, P.O. Box 798 4131 S. M-129, Sault Ste Marie, MI 49783, no later than 10:00 a.m. (local time) on December 5, 2022. For further information concerning this sale, contact Josh Brinks at 906-203-0210 extension .

2. Bidder's Qualifications (10/22)

If all or part of a timber sale was prepared by a private contractor, the contractor and that contractor's company are not permitted to bid on the timber sale. A person must be 18 years of age or older to purchase timber. Permanent employees of the Department of Natural Resources or members of their immediate household may not bid. Former employees, in the permanent or seasonal class, may not bid until 3 months after the last day of active duty. Bids will not be accepted from individuals or companies appearing on the DNR/FRD No-Bid List. This list contains the names of purchasers who previously failed to execute a contract within 21-days or who have a history of poor performance.

3. Preparation of Sealed Bids (5/16)

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

4. Submission of Sealed Bids (5/16)

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

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

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

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

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

6. Award of Contract (1/11)

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

7. Down Payment (1/11)

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

8. Performance Security (1/11)

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

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

9. Worker's Compensation (10/22)

Purchaser shall obtain worker's compensation insurance to cover claims under Michigan's Worker's Disability Compensation Act of 1969 or similar employee benefit act of any other state applicable to an employee. Verification of Worker's Disability Compensation Act Compliance must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract. In addition, if applicable, Notice of Exclusion or Certificate of Insurance must also be submitted.

10. Timber Sale Contract (10/22)

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

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

11. Disclaimer of Estimates and Bidder's Warranty of Inspection (10/22)

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

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

12. Certification and Chain-of-Custody (10/22)

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

13. Good Neighbor Authority (GNA) Requirements (10/22)

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

GNA contracts on US Forest Service land will not be awarded to purchasers on the Federal list of excluded parties. The System for Award Management (SAM) will be checked for active excluded parties prior to award of contract. In

addition, the Bidder to whom award is made must complete an Assurance Regarding Felony Conviction or Tax Delinquent Status for Corporate Applicants (AD-3031).

14. Good Neighbor Authority (GNA) Requirements, con't (10/22)

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

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

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

DAN EICHINGER
Director

TIMBER SALE INFORMATION

GNA2 Coho (45-801-23)

T45N, R06W, SEC. 4; T45N, R06W, SEC. 5; T45N, R06W, SEC. 6; T45N, R06W, SEC. 8; T45N, R06W, SEC. 9; T45N, R07W, SEC. 1; T46N, R06W, SEC. 31; T46N, R07W, SEC. 36.

SALE NOTE: 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. All units of volume listed below were estimated using the Inventory Manager computer program and the new Michigan taper model. Bids must be at or above the following advertised price for each product and species:

<u>PRODUCTS & SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>
Sawtimber		
Beech	0.4 MBF	\$ 26.00 / MBF
Black Cherry	5.6 MBF	\$ 91.00 / MBF
Red Maple	258.1 MBF	\$ 36.00 / MBF
Sugar Maple	415.1 MBF	\$ 280.00 / MBF
Pulpwood		
Balsam Fir	107 Cords	\$ 5.55 / Cord
Black Spruce	3 Cords	\$ 4.15 / Cord
Mixed Aspen	298 Cords	\$ 8.45 / Cord
Mixed Hardwood	206 Cords	\$ 8.05 / Cord
Red Maple	2,773 Cords	\$ 8.05 / Cord
Sugar Maple	3,301 Cords	\$ 8.05 / Cord

* The total volume is statistically estimated within plus (+) or minus (-) 8.47 percent. There are an estimated 8,675 cords on this timber sale, plus or minus 736 cords at the 95% confidence level. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

BOND AND PAYMENT SCHEDULE:

1. A bond in the amount of \$8,986.00 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	0.6%
02	1.1%
03	4.5%
04	0.7%
05	5.1%
06	12.1%
07	10.1%
08	10.1%
09	0.7%
10	14.2%
11	1.9%
12	4.6%
13	0.6%
14	9.8%
15	9.3%
16	14.6%

4. If no cutting takes place, the 10% down payment will not be refunded.
5. Operations on the contract issued will terminate on 06/30/2026.

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
685,292	8,675	8.47%	7,939	9,410

VDU VOLUMES

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

VDU	VOLUME		PERCENT ERROR	RANGE IN CORDS	
	TOTAL CUBIC FEET	TOTAL CORDS		MINIMUM	MAXIMUM
5	10,172	129	32.95%	86	171
11	33,281	421	20.54%	335	508
17	142,279	1,801	15.00%	1,531	2,071
21	10,602	134	45.43%	73	195
23	18,297	232	25.55%	172	291
25	6,452	82	60.85%	32	131
32	55,072	697	19.04%	564	830
35	23,329	295	35.49%	191	400
40	237,990	3,013	12.29%	2,642	3,383
41	7,775	98	38.99%	60	137
107	34,483	436	16.91%	363	510
404	105,558	1,336	16.50%	1,116	1,557
TOTAL:	685,292	8,675		7,165	10,184

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
5	9.1	13	9.1
11	27.9	12	27.9
17	119.7	15	46.3
		16	73.4
21	11.1	1	11.1
23	16.1	2	16.1
25	11.8	4	11.8
32	49.5	14	49.5
35	18.5	11	18.5
40	241.8	5	32.9
		6	78.6
		7	65.2
		8	65.1
41	13.1	9	13.1
107	28.7	3	28.7
404	30.1	10	30.1
TOTAL:	577.4		577.4

DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Red Maple	Sawtimber	1.4	MBF	11.1	\$1,048.40
	Balsam Fir	Pulpwood	7	Cords		
	Mixed Aspen		3	Cords		
	<i>B. T. Aspen</i>		3	Cords		
	Red Maple		116	Cords		
2	Red Maple	Sawtimber	3.5	MBF	16.1	\$2,008.60
	Balsam Fir	Pulpwood	5	Cords		
	Black Spruce		3	Cords		
	Mixed Aspen		98	Cords		
	<i>B. T. Aspen</i>		22	Cords		
	<i>Quaking Aspen</i>		76	Cords		
	Mixed Hardwood		1	Cords		
	<i>Yellow Birch</i>		1	Cords		
	Red Maple		115	Cords		
	Sugar Maple		10	Cords		
3	Red Maple	Sawtimber	14.7	MBF	28.7	\$8,121.60
	Sugar Maple		17.2	MBF		
	Mixed Aspen	Pulpwood	18	Cords		
	<i>B. T. Aspen</i>		5	Cords		
	<i>Quaking Aspen</i>		13	Cords		
	Red Maple		126	Cords		
	Sugar Maple		200	Cords		
4	Beech	Sawtimber	0.4	MBF	11.8	\$1,290.00
	Sugar Maple		2.5	MBF		
	Mixed Hardwood	Pulpwood	4	Cords		
	<i>Beech</i>		4	Cords		
	Red Maple		5	Cords		
Sugar Maple		63	Cords			
5	Red Maple	Sawtimber	15.2	MBF	32.9	\$9,143.30
	Sugar Maple		21.9	MBF		
	Mixed Aspen	Pulpwood	2	Cords		
	<i>Quaking Aspen</i>		2	Cords		
	Mixed Hardwood		13	Cords		
	<i>Beech</i>		8	Cords		
	<i>Black Cherry</i>		4	Cords		
	<i>Yellow Birch</i>		1	Cords		
	Red Maple		131	Cords		
	Sugar Maple		160	Cords		
6	Red Maple	Sawtimber	36.3	MBF	78.6	\$21,817.40
	Sugar Maple		52.2	MBF		
	Mixed Aspen	Pulpwood	5	Cords		
	<i>Quaking Aspen</i>		5	Cords		
	Mixed Hardwood		30	Cords		
	<i>Beech</i>		19	Cords		
	<i>Black Cherry</i>		9	Cords		
	<i>Yellow Birch</i>		2	Cords		
	Red Maple		314	Cords		
	Sugar Maple		383	Cords		
7	Red Maple	Sawtimber	30.1	MBF	65.2	\$18,095.55
	Sugar Maple		43.3	MBF		
	Mixed Aspen	Pulpwood	4	Cords		
	<i>Quaking Aspen</i>		4	Cords		
	Mixed Hardwood		25	Cords		
	<i>Beech</i>		15	Cords		
	<i>Black Cherry</i>		8	Cords		

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
7 con't	<i>Yellow Birch</i> Red Maple Sugar Maple	<i>Pulpwood</i>	2 260 318	<i>Cords</i> Cords Cords		
8	Red Maple Sugar Maple Mixed Aspen <i>Quaking Aspen</i> Mixed Hardwood <i>Beech</i> <i>Black Cherry</i> <i>Yellow Birch</i> Red Maple Sugar Maple	Sawtimber Pulpwood	30.0 43.3 4 4 25 15 8 2 260 317	MBF MBF Cords <i>Cords</i> Cords <i>Cords</i> <i>Cords</i> <i>Cords</i> Cords Cords	65.1	\$18,083.90
9	Sugar Maple Balsam Fir Mixed Hardwood <i>Black Cherry</i> Red Maple Sugar Maple	Sawtimber Pulpwood	1.8 3 5 5 7 73	MBF Cords Cords <i>Cords</i> Cords Cords	13.1	\$1,204.90
10	Black Cherry Red Maple Sugar Maple Balsam Fir Mixed Aspen <i>B. T. Aspen</i> <i>Quaking Aspen</i> Mixed Hardwood <i>Beech</i> <i>Black Cherry</i> Red Maple Sugar Maple	Sawtimber Pulpwood	2.3 67.8 54.5 34 61 17 44 42 25 17 579 236	MBF MBF MBF Cords Cords <i>Cords</i> <i>Cords</i> Cords <i>Cords</i> <i>Cords</i> Cords Cords	30.1	\$25,513.10
11	Red Maple Sugar Maple Balsam Fir Mixed Aspen <i>Quaking Aspen</i> Mixed Hardwood <i>Black Cherry</i> Red Maple Sugar Maple	Sawtimber Pulpwood	15.6 2.9 18 34 34 1 1 147 47	MBF MBF Cords Cords <i>Cords</i> Cords <i>Cords</i> Cords Cords	18.5	\$3,330.55
12	Red Maple Sugar Maple Balsam Fir Mixed Aspen <i>Quaking Aspen</i> Red Maple Sugar Maple	Sawtimber Pulpwood	13.0 18.4 1 6 6 119 208	MBF MBF Cords Cords <i>Cords</i> Cords Cords	27.9	\$8,308.60
13	Red Maple Balsam Fir Red Maple Sugar Maple	Sawtimber Pulpwood	3.7 1 120 1	MBF Cords Cords Cords	9.1	\$1,112.80
14	Red Maple Sugar Maple Balsam Fir Mixed Aspen	Sawtimber Pulpwood	4.4 47.4 21 36	MBF MBF Cords Cords	49.5	\$17,618.55

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
14 con't	<i>Quaking Aspen</i>	<i>Pulpwood</i>	36	<i>Cords</i>		
	Mixed Hardwood		20	Cords		
	<i>Black Cherry</i>		20	<i>Cords</i>		
	Red Maple		98	Cords		
	Sugar Maple		350	Cords		
15	Black Cherry	Sawtimber	1.3	MBF	46.3	\$16,628.95
	Red Maple		8.7	MBF		
	Sugar Maple		42.4	MBF		
	Balsam Fir	<i>Pulpwood</i>	7	Cords		
	Mixed Aspen		10	Cords		
	<i>Quaking Aspen</i>		10	<i>Cords</i>		
	Mixed Hardwood		15	Cords		
	<i>Beech</i>		5	<i>Cords</i>		
	<i>Black Cherry</i>		10	<i>Cords</i>		
	Red Maple		145	Cords		
	Sugar Maple		362	Cords		
16	Black Cherry	Sawtimber	2.0	MBF	73.4	\$26,391.80
	Red Maple		13.7	MBF		
	Sugar Maple		67.3	MBF		
	Balsam Fir	<i>Pulpwood</i>	10	Cords		
	Mixed Aspen		17	Cords		
	<i>Quaking Aspen</i>		17	<i>Cords</i>		
	Mixed Hardwood		25	Cords		
	<i>Beech</i>		9	<i>Cords</i>		
	<i>Black Cherry</i>		16	<i>Cords</i>		
	Red Maple		231	Cords		
	Sugar Maple		573	Cords		
TOTAL:			679.2	MBF		
TOTAL:			6,688	Cords		

Sale Specific Conditions & Requirements

Sale Name: GNA2 Coho

Sale Number: 45-801-23 Seq#: 1

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (9/19)

The sale boundary and Payment Unit boundaries are marked and identified by red and orange paint. Exterior sale boundary lines against private property are marked with red paint. Exterior sale boundary lines against federal are marked with orange slashes. Interior Payment Unit boundaries are marked with orange dots. Retention patches are marked with orange paint; no harvesting activities may occur within these areas. The painted boundary line trees are not Included Timber and are to be protected unless marked with blue paint. Orange dot trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid and if the tree is marked with a blue slash.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 10, cut all trees that are two (2) inches or more at DBH.

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

Within Payment Unit(s) 1-9 & 11-16, all trees are designated for cutting when marked with blue paint above and below stump height, regardless of merchantability.

2.2 - Utilization

2.2.3 - Stump heights (4/07)

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

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

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

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (7/14)

Payment Unit(s) 5-8 & 14-16 may be divided at the request of the Purchaser and upon approval of the Unit Manager. Dividing Payment Units is a contract modification which requires a Timber Sale Contract Amendment.

3.4 - Damaged Timber

3.4.3 - Special Protection Areas (8/11)

The Purchaser shall protect special protection areas from damage by the Purchaser's operations. Special protection areas are marked with a red boundary line. No operations are to occur within the special protection areas. The Purchaser shall not cut live or dead trees within special protection areas. If the Purchaser's operations have cut or damaged special protection areas through carelessness, the Purchaser shall pay double stumpage, agreed and liquidated damages for each acre or part thereof cut or damaged. Such payment does not constitute ownership of the undesignated timber.

4 - Transportation

4.1 - Construction

4.1.12 - No new roads (1/12)

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

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

4.4.1 - Private property access (3/11)

Permission for access across private land has been obtained by the DNR. The purchaser must notify the Chippewa County Road Commission before crossing their land.

4.4.5 - Federal property access (3/11)

Permission for access across federal land has been obtained by the DNR.

5 - Operations

5.1 - Notification

5.1.1 - Pre-sale conference (10/16)

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

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

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

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.8 - Slash height (12/08)

No slash or tree tops may exceed 48 inches in height.

5.2.2 - Hazard Trees/Snags

5.2.2.1 - Den trees (10/16)

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

5.2.3 - Operating Restrictions

5.2.3.1 - Operating restrictions (9/11)

Within Payment Unit(s) 1, 2, 7-13, unless changed by written agreement, cutting, skidding, and hauling are not permitted during the period of April 1 to December 15. This restriction is because of their location inside the deer wintering yard.

5.2.3.3 - Bark slippage restriction (3/09)

Within Payment Unit(s) 1-16, 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.

5.2.4 - Dead and Down Creation

5.2.4.3 - Dead and down creation, dead trees (6/07)

Except as provided for in General Condition and Requirement 5.2.2, no dead trees, standing or down, are to be cut, skidded, or processed.

5.2.32 - Decking/landing restoration (9/13)

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

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

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

5.4 - Soil Protection

5.4.1 - Rutting restriction, general (7/16)

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

5.6 - Debris and Waste Material

5.6.2 - GNA, equipment cleaning (1/16)

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

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

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

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

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

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

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

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

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

5.8 - Protection of Endangered Species

5.8.3 - 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 April 1 to July 30. Limit biomass harvesting and chipping operations within this ten-chain zone, retain the maximum one-third of residues per the Woody Biomass Harvesting Guidelines (Michigan DNR 2010). Nests determined to be inactive will be protected with a one-chain no-harvest buffer.

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.

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.

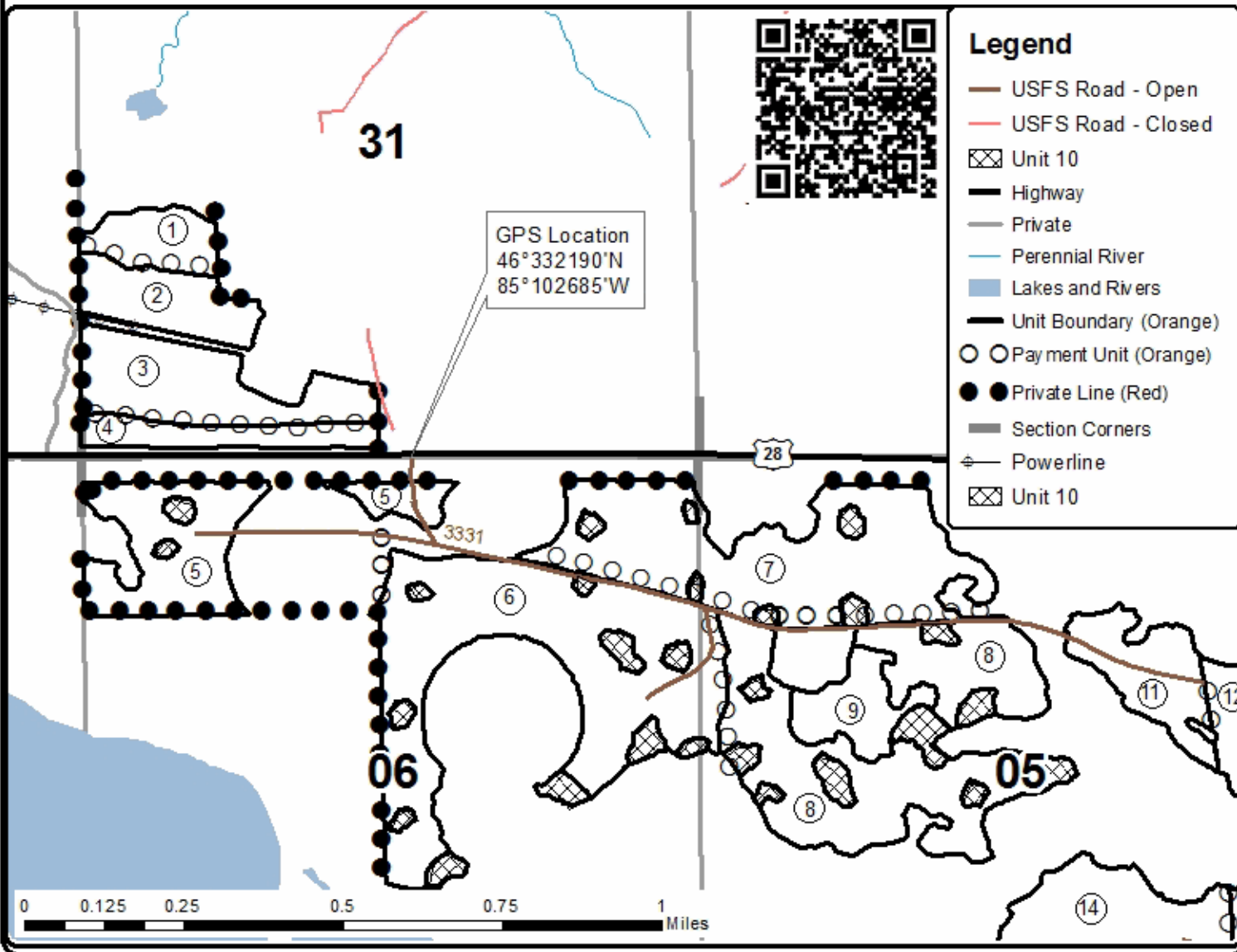
Forest Management Unit Sault Ste. Marie		County Chippewa	Mapped By Amy Livermore	Date 8/9/22	Page 1	of 2
Township 45N & 46N	Range 06W	Section(s) and Subdivision(s) NW,SW,NWSE sec. 4, NW,S1/2NE,N1/2SW,SESW,SE sec. 5, NW,NE,N1/2SE sec. 6, NENE sec. 8, NWNW sec. 9 T45N R06W NWSW,S1/2SW sec. 31 T46N R06W		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 = Tread Bog	LM = Lowland Mixed	Q = Mixed Swamp Conifer	W = White Pine	3 = Seedling Sapling Well	8 = Saw Timber Medium		
E = Swamp Hdwoods	M = Mpl. Bch, Brch	R = Red Pine	X = Non Stocked	4 = Pole Timber Poor	9 = Saw Timber Well		
F = Spruce Fir	MC = Mixed Conifer	S = Black Spruce	Z = Water				
G = Grass	MD = Mixed Deciduous	T = Tamarack					

PU	Acres	PU	Acres
1	11.1	9	13.1
2	16.1	10	30.1
3	28.7	11	18.5
4	11.8	12	27.9
5	32.9	13	9.1
6	78.5	14	49.5
7	65.2	15	46.3
8	65.1	16	73.5

GNA2 Coho

Compartments 7915065,
7915070, 7915071
577.4 Acres





TIMBER SALE MAP

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

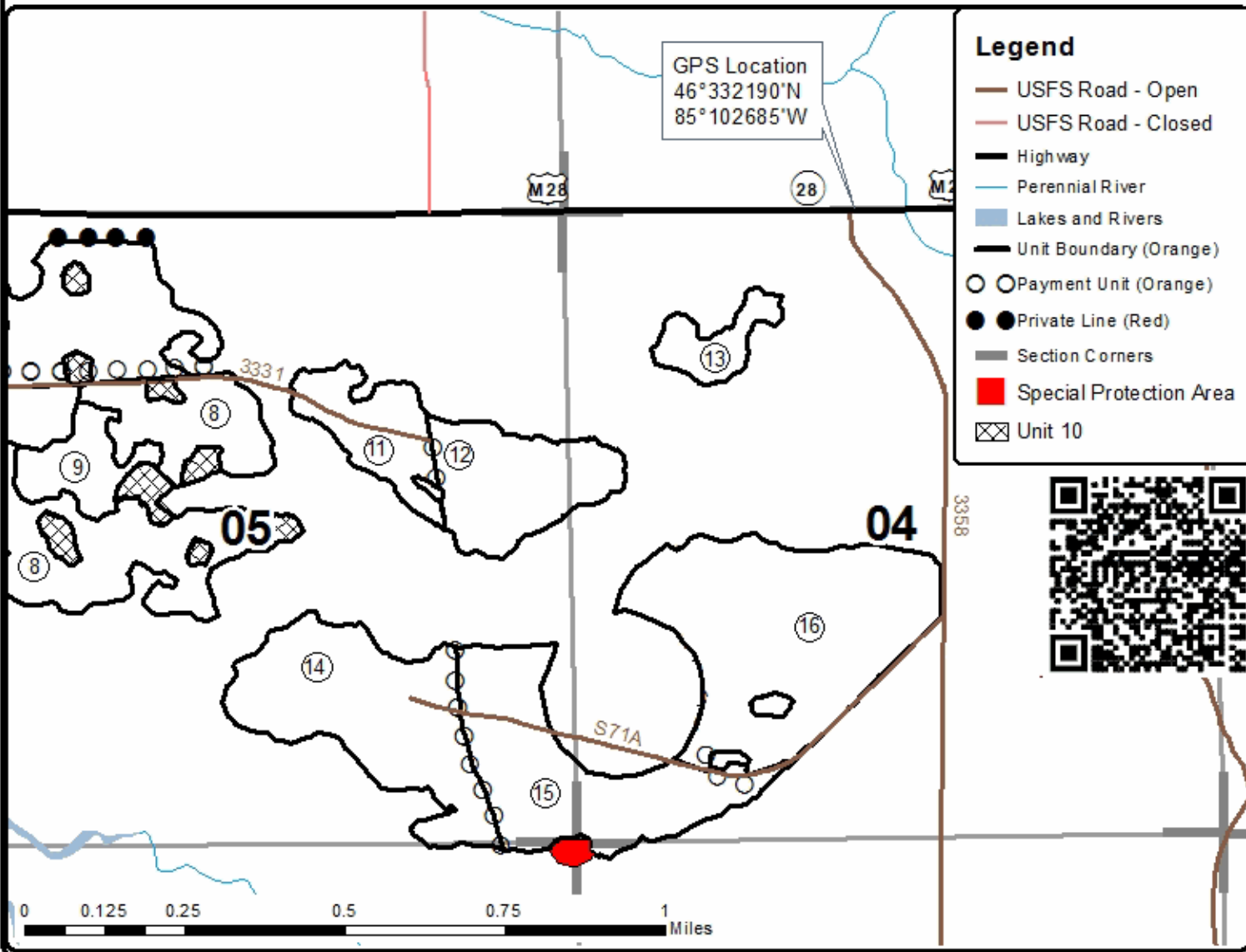
Sale Number	Year
45 - 801	23

Forest Management Unit Sault Ste. Marie	County Chippewa	Mapped By Amy Livermore	Date 8/9/22	Page 2	of 2
Township 45N & 46N	Range 06W	Section(s) and Subdivision(s) NW,SW,NWSE sec. 4, NW,S1/2NE,N1/2SW,SE SW,SE sec. 5, NW,NE,N1/2SE sec. 6, NENE sec. 8, NWNW sec. 9 T45N R06W NWSW,S1/2SW sec. 31 T46N R06W	Scale 1:15,840		

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GNA2 Coho
Compartments 7915065,
7915070, 7915071
577.4 Acres



GNA2 Coho (45-801-23)

T45N, R06W, SEC. 4; T45N, R06W, SEC. 5; T45N, R06W, SEC. 6; T45N, R06W,

In response to the notice of sale to be held 10:00 a.m. (local time) on December 5, 2022, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

<u>PRODUCTS & SPECIES</u>	<u>ESTIMATED VOLUME*</u>	<u>ADVERTISED PRICE</u>	<u>BID PRICE/UNIT</u>
Sawtimber			
Beech	0.4 MBF	\$ 26.00/MBF	\$ _____
Black Cherry	5.6 MBF	\$ 91.00/MBF	\$ _____
Red Maple	258.1 MBF	\$ 36.00/MBF	\$ _____
Sugar Maple	415.1 MBF	\$ 280.00/MBF	\$ _____
Pulpwood			
Balsam Fir	107 Cords	\$ 5.55/Cord	\$ _____
Black Spruce	3 Cords	\$ 4.15/Cord	\$ _____
Mixed Aspen	298 Cords	\$ 8.45/Cord	\$ _____
Mixed Hardwood	206 Cords	\$ 8.05/Cord	\$ _____
Red Maple	2,773 Cords	\$ 8.05/Cord	\$ _____
Sugar Maple	3,301 Cords	\$ 8.05/Cord	\$ _____

*The volumes are statistically estimated within plus (+) or minus (-) 8.47 percent at 95% confidence level. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

FEDERAL ID: _____ or SOCIAL SECURITY NUMBER: _____

Company or individual bidding: _____

Company representative's name: _____

Address: _____

City: _____ State: _____ Zip: _____

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

Individual or company representative's signature: _____ Date: _____

Phone number : _____ Email (optional): _____

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



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

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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

VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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

Please Check Appropriate Categories:

1. My business is organized as (you **must** check one of the boxes below):
 - A. Sole Proprietorship (individual)
 - B. Partnership
 - C. Corporation

2. You **must** check one of the boxes below:
 - A. I certify my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.
 - B. I certify my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).
 - C. I certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty-one (21) days of the contract award.

3. If you have checked item 2(A) or 2(B), you **must** indicate the number of **both** full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0").

_____ Full-time Employees _____ Part-time Employees

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

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

Signature of Owner or Authorized Representative

_____ _____
Title Date

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