

# DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

# TIMBER SALE PROSPECTUS #6511

<u>SCHEDULED SALE DATE AND TIME:</u> 9:00 a.m. (local time) on September 26, 2019. <u>LOCATION:</u> BARAGA MGMT UNIT, 427 US 41 NORTH, BARAGA, MI 49908.

CONTACT NAME: Brad Carlson PHONE NUMBER: (906) 353-6651

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:

<u>GNA Spotlight Shiners</u> (11-801-19) / T47N, R39W, SEC. 22, NESE. T47N, R39W, SEC. 23, SWNW,S1/2NE,SW,SE. T47N, R39W, SEC. 24, W1/2NW,W1/2SW. T47N, R39W, SEC. 25, NWNW. T47N, R39W, SEC. 26, E1/2NW,NE,SW,SE. T47N, R39W, SEC. 27, E1/2SE.

Ontonagon County, Advertised Price \$395,272.35, 439.7 Acres, Hardwood, Sugar Maple. SALE NOTE: This is a Good Neighbor Authority (GNA) timber sale on national forest land. This timber sale was set-up and is being advertised by the Michigan DNR for the US Forest Service. The contract will be awarded and administered by the Michigan DNR. Note the additional Sale Specific Conditions & Requirements containing the acronym 'GNA'.

Access may be through other public land.

# TIMBER SALE INFORMATION

#### GNA Spotlight Shiners (11-801-19)

T47N, R39W, SEC. 22; T47N, R39W, SEC. 23; T47N, R39W, SEC. 24; T47N, R39W, SEC. 25; T47N, R39W, SEC. 26; T47N, R39W,

SEC. 27.

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

Access may be through other public land.

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

PRODUCTS & SPECIES	ESTIMATED UNITS*		<u>AD</u> V	ADVERTISED PRICE	
Sawtimber					
Basswood	83.20	MBF	\$	91.00 / MBF	
Red Maple	307.80	MBF	\$	224.00 / MBF	
Sugar Maple	685.40	MBF	\$	360.00 / MBF	
White Ash	10.00	MBF	\$	85.00 / MBF	
Yellow Birch	71.20	MBF	\$	153.00 / MBF	
Pulpwood					
Balsam Fir	3.00	Cords	\$	16.00 / Cord	
Basswood	103.00	Cords	\$	6.90 / Cord	
Mixed Hardwood	3,723.00	Cords	\$	14.75 / Cord	
Quaking Aspen	193.00	Cords	\$	23.80 / Cord	

### BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of \$19,763.62 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.
- 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	2.3	MBF	2.6	\$1,649.30
	Balsam Fir	Pulpwood	3.0	Cords		
	Mixed Hardwood		22.0	Cords		
	Quaking Aspen		32.0	Cords		
2	Red Maple	Sawtimber	55.1	MBF	41.8	\$32,729.50
Sugar Maple		41.3	MBF			
	Yellow Birch		5.1	MBF		
	Basswood	Pulpwood	2.0	Cords		
	Mixed Hardwood		280.0	Cords		
	Quaking Aspen		25.0	Cords		
Suga	Red Maple	Sawtimber	42.7	MBF	32.4	\$25,423.3
	Sugar Maple		32.1	MBF		
	Yellow Birch		4.0	MBF		
	Basswood	Pulpwood	2.0	Cords		
	Mixed Hardwood		217.0	Cords		
	Quaking Aspen		20.0	Cords		
4	Basswood	Sawtimber	10.5	MBF	27.7	\$29,239.85
	Red Maple		3.2	MBF		
	Sugar Maple		67.6	MBF		
	Basswood	Pulpwood	29.0	Cords		
	Mixed Hardwood		191.0	Cords		
	Quaking Aspen		9.0	Cords		
5	Red Maple	Sawtimber	21.8	MBF	36.9	\$31,784.8
	Sugar Maple		50.9	MBF		
	Yellow Birch		8.5	MBF		
	Basswood	Pulpwood	4.0	Cords		
	Mixed Hardwood		385.0	Cords		
	Quaking Aspen	-	66.0	Cords		
6	Red Maple	Sawtimber	32.6	MBF	41.6	\$34,441.85
	Sugar Maple		57.6	MBF		
	Yellow Birch		8.4	MBF		
	Mixed Hardwood	Pulpwood	347.0	Cords		
7	Red Maple	Sawtimber	43.4	MBF	45.3	\$42,822.3
	Sugar Maple		67.2	MBF		
	Yellow Birch		11.6	MBF		
	Mixed Hardwood	Pulpwood	453.0	Cords		
	Quaking Aspen		19.0	Cords	10 -	<b>.</b>
8	Red Maple	Sawtimber	33.2	MBF	43.7	\$43,679.60
	Sugar Maple		80.0	MBF		
	Yellow Birch	Dulawaad	1.6	MBF		
	Mixed Hardwood	Pulpwood	488.0	Cords	00.4	#00.004.11
9	Red Maple	Sawtimber	25.4	MBF	32.4	\$26,831.15
	Sugar Maple		44.9	MBF		
	Yellow Birch	Dulpure ad	6.6	MBF		
40	Mixed Hardwood	Pulpwood	269.0	Cords	000	\$40.407.07
10	Red Maple	Sawtimber	10.1	MBF	22.0	\$18,167.60
	Sugar Maple		34.6	MBF		
	Yellow Birch	Dulauraul	5.8	MBF		
	Mixed Hardwood	Pulpwood	164.0	Cords		
	Quaking Aspen		6.0	Cords	<u> </u>	
11	Red Maple	Sawtimber	25.0	MBF	54.3	\$44,907.70
	Sugar Maple		85.5	MBF		
	Yellow Birch		14.3	MBF		
	Mixed Hardwood	Pulpwood	404.0	Cords		

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
11 con't	Quaking Aspen	Pulpwood	16.0	Cords		
12	Red Maple	Sawtimber	2.2	MBF	17.0	\$13,534.05
	Sugar Maple		28.4	MBF		
	Mixed Hardwood	Pulpwood	191.0	Cords		
13	Red Maple	Sawtimber	4.9	MBF	3.2	\$6,122.60
	Sugar Maple		11.5	MBF		
	Mixed Hardwood	Pulpwood	60.0	Cords		
14	Basswood	Sawtimber	72.7	MBF	38.8	\$43,938.60
	Red Maple		5.9	MBF		
	Sugar Maple		83.8	MBF		
	White Ash		10.0	MBF		
	Yellow Birch		5.3	MBF		
	Basswood	Pulpwood	66.0	Cords		
	Mixed Hardwood		252.0	Cords		
TOTAL: 1,157.6 MBF						
		TOTAL:	4,022.0	Cords		

### Sale Specific Conditions & Requirements

#### Sale Name: GNA Spotlight Shiners

Sale Number: 11-801-19 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 orange and red paint. Exterior sale boundary lines against private property are blazed wih red paint and marked a with 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) 1, cut all trees that are two (2) inches or more at DBH, except do not cut hemlock, cedar, oak, and elm.

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

Within Payment Unit(s) 2-14, 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.

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

Within Payment Unit(s) 1-14, 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 (7/16)

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 undesignated live 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
  - 4.1.1 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.

### 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 stream crossings the 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.

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

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

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

The following road work is required: The Purchaser will gravel all transitions onto USFS maintained OML 3 or better roads used during the timber sale. This work needs to be done prior to any hauling activity. The gravel used must be from a weed free source. In general, this will require between 5 to 10 yards of gravel per transition and must be done to the satisfaction of the sale administrator.

4.1.11 - Permits (2/12)

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

#### 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

### 4.2.1 - Hauling restriction (12/08)

Hauling may be restricted on forest roads by the Unit Manager or his/her representative. The restriction may occur during wet weather conditions.

#### 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. Contact the sale administrator regarding the availability of onsite sand or gravel from adjacent Federal lands.

#### 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.

### 4.3 - Public Right-of-Way

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

The county must be contacted prior to crossing or harvesting in the county road R-O-W. This applies to Payment Unit 14 and Swanson Rd.

### 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.

### 5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.8 - Slash height (12/08)

No slash or tree tops may exceed 36 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, 4, and 14, unless changed by written agreement, cutting, skidding, and hauling are only permitted during frozen conditions. This restriction is because of wet soil conditions.

# 5.2.3.2 - Operating restrictions (9/11)

Within Payment Unit(s) 2, 3, and 5-13, unless changed by written agreement, cutting, skidding, and hauling are not permitted when counties put seasonal load limits into effect (spring break up). This restriction is because of sensitive soils.

5.2.3.3 - Bark slippage restriction (3/09)

Within Payment Unit(s) 2, 3, and 5-13, 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.

# 5.2.17 - Timber Mats and Interlocking Composite Mats (3/18)

Some roads or skid trails may require extra protection such as that afforded by timber mats, interlocking composite mats, or another approved system. If available, mats may be borrowed from the DNR. A Timber Sale Contract Supplement will be used to document the Purchaser's use of the DNR's mats. Contact the sale administrator regarding availability and pick-up. Timber mats are available from various field offices. Composite mats are only available from the Grayling field office. The Purchaser is responsible for picking up and hauling the mats to and from the site. The composite mats will require DNR staff onsite for installation and removal. Contact the sale administrator to schedule at least 30 days before desired install/removal date. All mats must be cleaned prior to drop off. This may include, but is not limited to, power washing and brushing to remove mud and debris. A charge of \$400.00 per timber mat and \$2,000.00 per composite mat will be assessed for all damaged or non-returned mats. Damage for the crane/timber mats is defined as three or more broken cants. Damage for the composite mats.

### 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.

# 5.2.39 - ORV trail/route protection (4/18)

The Forest Road 5320 is an ORV trail or route and is shown on the Timber Sale Map. Do not cut trees or damage posts with

yellow ORV markers. All stumps within 5 feet of the trail must be cut flush with the ground. Maintain a 20 foot wide slash, debris, and rut free zone daily using the ORV trail or route as the centerline. Skidding across the trail or route may only occur in locations approved by the sale administrator.

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

Forest Road 5320 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. If the trail is used for hauling, it must be graded to the satisfaction of the Unit Manager or his/her representative prior to December 1st. 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. The snowmobile trail may only be crossed at right angles. No decking of forest products will be permitted along the snowmobile trail. All stumps within 5 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 6 inches or greater in depth and 25 feet in length. The Unit Manager or his/her representative may restrict hauling and/or skidding if ruts exceed the specified depth. With the Unit Manager or his/her representative's approval, the Purchaser may return to the area when the risk of rutting has decreased.

#### 5.4.3 - 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.

### 5.4.6 - 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 Swanson Road and Forest Road 5320 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.

