

# DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN TIMBER SALE PROSPECTUS #7211

SCHEDULED SALE DATE AND TIME: 9:00 a.m. (local time) on May 4, 2023. LOCATION: BARAGA MGMT UNIT, 427 US 41 NORTH, BARAGA, MI 49908.

<u>CONTACT NAME:</u> Brad Carlson <u>PHONE NUMBER:</u> (906) 353-6651

PROSPECTUS NOTE: Contact Brad Carlson 906-201-4688 for questions regarding timber sale 11-005-23 Blueper Cut, 11-015-23 Strauch Rd Mix or 11-808-23 GNA2 Cheshire Cat.

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:

GNA2 Cheshire Cat (11-808-23) / T47N, R40W, SEC. 5 , SWNW,S1/2NE,SW,SE.

T47N, R40W, SEC. 6, E1/2SE. T47N, R40W, SEC. 7, E1/2NE. T47N, R40W, SEC. 8, NW,NWNE,N1/2SW.

Ontonagon County, Advertised Price \$172,939.35, 262.1 Acres, Aspen, Spruce/Fir/Tamarack.

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

## TIMBER SALE INFORMATION

#### GNA2 Cheshire Cat (11-808-23)

T47N, R40W, SEC. 5; T47N, R40W, SEC. 6; T47N, R40W, SEC. 7; T47N, R40W, SEC. 8.
Ontonagon County (Advertised Price \$172,939.35)

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:

PRODUCTS & SPECIES	<b>ESTIMATE</b>	D UNITS*	<u>ADV</u>	ERTISED PRICE
Sawtimber				
Red Pine	23.3	MBF	\$	103.00 / MBF
Pulpwood				
Balsam Fir	109	Cords	\$	9.80 / Cord
Mixed Spruce	703	Cords	\$	13.35 / Cord
Quaking Aspen	5,004	Cords	\$	30.70 / Cord
Red Maple	17	Cords	\$	15.70 / Cord
Red Pine	162	Cords	\$	38.25 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 9.55 percent. There are an estimated 5,820 cords on this timber sale, plus or minus 556 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 \$8,646.97 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
  - (c) Payment for each of the following units must be made before cutting begins in that unit:

PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
01	12.7%
02	7.9%
03	11.5%
04	13.7%
05	13.3%
06	19.1%
07	14.4%
08	7.4%

- 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		VOLUME		ANGE IN CORDS
	TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
	459,784	5,820	9.55%	5,264	6,376

## **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.

	VOLUME			RANGE IN CORDS	
VDU	TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
9	74,298	940	40.28%	562	1,319
10	77,579	982	25.69%	730	1,234
14	33,255	421	25.67%	313	529
19	139,569	1,767	14.22%	1,515	2,018
20	30,583	387	40.03%	232	542
21	52,026	659	28.31%	472	845
33	52,474	664	26.68%	487	841
TOTAL:	459,784	5,820		4,311	7,329

## **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
9	33.5	6	4.7
		7	28.8
10	47.9	2	24.2
		3	23.7
14	25.5	8	25.5
19	68.6	1	28.6
		4	24.4
		5	15.6
20	16.2	4	10.8
		5	5.4
21	40.1	3	11.3
		5	15.0
		6	13.8
33	30.3	6	30.3
TOTAL:	262.1		262.1

## DESCRIPTION OF TIMBER BY PU (PU)

Mixed Spruce Black Spruce White Spruce Quaking Aspen Red Pine         Pulpwood         79         Cords           Quaking Aspen Red Pine         658         Cords           2         Red Pine Mixed Spruce White Spruce Quaking Aspen Red Pine         Sawtimber Pulpwood         79         MBF Cords         24.2         \$13,           3         Red Pine Balsam Fir Mixed Spruce White Spruce Quaking Aspen Red Pine         Sawtimber Pulpwood         79         MBF Cords         35.0         \$19,           4         Red Pine Balsam Fir Mixed Spruce White Spruce Quaking Aspen Red Pine         Sawtimber Pulpwood         72         Cords Cords         200         Sawtimber Cords         35.0         \$19,           4         Red Pine Black Spruce White Spruce Quaking Aspen Red Maple Red Pine         Sawtimber Pulpwood         3.5         MBF Cords         35.2         \$23,           5         Red Pine Balsam Fir Mixed Spruce White Spruce Quaking Aspen Red Maple Red Pine         Sawtimber Pulpwood         2.0         MBF Cords         36.0         \$23,           5         Red Pine Balsam Fir Mixed Spruce White Spruce Quaking Aspen         52         Cords Cords         48.8         \$33,           6         Balsam Fir Quaking Aspen         Pulpwood         58         Cords Cords         48.8         \$33,           6         Balsam Fir Quaki	PRICE
Black Spruce	1,877.1
White Spruce   Cuaking Aspen   Red Maple   Red Pine	
Quaking Aspen Red Maple Red Pine         658         Cords           2         Red Pine         8         Cords           2         Red Pine         Sawtimber         7.9         MBF         24.2         \$13.           2         Red Pine         Sawtimber         74         Cords         Cords         White Spruce         25         Cords         Cords         Cords         Cords         Cords         4         Cords         Savtimber         7.9         MBF         35.0         \$19,         \$19	
Red Pine         8         Cords           2         Red Pine         Sawtimber         7.9         MBF         24.2         \$13,           2         Red Pine         Mixed Spruce         Pulpwood         99         Cords         Cords         \$13,           Mixed Spruce         298         Cords         Cords         Cords         Cords         Cords         Cords         Cords         Savtimber         7.9         MBF         35.0         \$19,	
Red Pine         Sawtimber         7.9         MBF         24.2         \$13,           Mixed Spruce         Pulpwood         99         Cords         Cords         \$13,           Black Spruce         25         Cords         Cords         Cords         Cords           Quaking Aspen Red Pine         64         Cords         Cords         S19,           3 Red Pine Balsam Fir Pulpwood         7         Cords         Cords         S19,           Mixed Spruce White Spruce White Spruce Black Spruce White Spruce Black Spruce White Spruce Black Spruce White Spruce Guaking Aspen Red Pine         35         MBF	
2         Red Pine Mixed Spruce Black Spruce Black Spruce White Spruce Quaking Aspen Red Pine         Sawtimber Pulpwood         7.9 MBF Cords         24.2 \$13, Cords           3         Red Pine Balsam Fir Pulpwood         25 Cords         Cords         25 Cords           3         Red Pine Balsam Fir Pulpwood         7 Cords         35.0 \$19, Cords         \$19, Cords           4         Red Pine Mixed Spruce White Spruce Pulpwood         33 Cords         Cords         20 Cords           4         Red Pine Mixed Spruce Pulpwood         3.5 MBF Solute         35.2 \$23, Cords         \$23, Cords           4         Red Pine Mixed Spruce Pulpwood         213 Cords         Cords         \$23, Cords         \$23, Cords           4         Red Pine Mixed Spruce Pulpwood         64 Cords         Cords         \$23, Cords         \$23, Cords           5         Red Pine Balsam Fir Mixed Spruce Pulpwood         10 Cords         Cords         \$23, Cords           5         Red Pine Balsam Fir Pulpwood         10 Cords         Cords         \$23, Cords           6         Balsam Fir Pulpwood         10 Cords         Cords         \$23, Cords           6         Balsam Fir Mixed Spruce Pulpwood         52 Cords         Cords         \$24, Cords           6         Balsam Fir Mixed Spruce Pulpwood <t< td=""><td></td></t<>	
Mixed Spruce Black Spruce Quaking Aspen Red Pine         Pulpwood         99         Cords           3         Red Pine Balsam Fir Mixed Spruce Black Spruce White Spruce Quaking Aspen Red Pine         Sawtimber Pulpwood         7.9         MBF Cords         35.0         \$19,           4         Red Pine Mixed Spruce Black Spruce White Spruce Quaking Aspen Red Pine         Sawtimber Black Spruce White Spruce Black Spruce White Spruce Quaking Aspen Red Pine         3.5         MBF Cords         35.2         \$23,           5         Red Pine Blasam Fir Mixed Spruce Black Spruce White Spruce Quaking Aspen Red Maple Red Pine         Sawtimber Blasam Fir Pulpwood         2.0         MBF Cords         36.0         \$23,           5         Red Pine Blasam Fir Mixed Spruce Quaking Aspen Red Maple Red Pine         52         Cords Cords         \$23,           6         Balsam Fir Mixed Spruce Quaking Aspen         50         Cords Cords         48.8         \$33,           6         Balsam Fir Mixed Spruce White Spruce Quaking Aspen         58         Cords Cords         48.8         \$33,           7         Balsam Fir Quaking Aspen         Pulpwood         28         Cords Cords         \$24,           8         Balsam Fir         Pulpwood         6         Cords         \$25.5         \$12,	
Black Spruce   White Spruce   Quaking Aspen   Red Pine   Sawtimber   Pulpwood   Pulpwo	3,731.9
White Spruce   Quaking Aspen   Red Pine   Sawtimber   Pulpwood   Today   Cords   Sawtimber   Pulpwood   Today   Cords   Sawtimber   Today   MBF   Saturation   Sawtimber   Today   Today   Sawtimber   Today   Today   Sawtimber   Today   Today   Sawtimber   Today   Today   Sawtimber   Today   Sawtimber   Today   Today   Sawtimber   Sawtimber	
Quaking Aspen Red Pine         298 Cords Cords           3         Red Pine         Sawtimber         7.9 MBF         35.0         \$19, MSF           3         Red Pine         105 Cords         \$19, MSF         35.0         \$19, MSF           Balsam Fir Mixed Spruce White Spruce White Spruce White Spruce Guaking Aspen Red Pine         33 Cords         \$20 Cords         \$20 Cords           4         Red Pine Mixed Spruce White Spruce Guaking Aspen Red Maple Red Pine         640 Cords         \$23, MSF         \$23, MSF           5         Red Pine Balsam Fir Pulpwood         110 Cords         \$36.0         \$23, MSF           5         Red Pine Balsam Fir Pulpwood         10 Cords         \$23, MSF         \$23, MSF           6         Balsam Fir Pulpwood         10 Cords         \$23, MSF         \$23, MSF           6         Balsam Fir Pulpwood         10 Cords         \$23, MSF	
Red Pine   Sawtimber   7.9   MBF   35.0   \$19,	
Red Pine   Balsam Fir   Pulpwood   7.9   MBF   35.0   \$19,	
Balsam Fir   Mixed Spruce   Black Spruce   Black Spruce   White Spruce   Quaking Aspen   Red Pine   Red Pine   Red Pine   Balsam Fir   Mixed Spruce   White Spruce   White Spruce   Back Spruce   White Spruce   Cords   Cor	
Mixed Spruce         Black Spruce         72         Cords           White Spruce         33         Cords           Quaking Aspen         496         Cords           Red Pine         Sawtimber         3.5         MBF         35.2         \$23,           Mixed Spruce         Pulpwood         213         Cords         Cords         \$24,         Cords         \$23,           Black Spruce         Mixed Spruce         64         Cords         Sawtimber         2.0         MBF         36.0         \$23,         \$24,         \$24,         \$24,         \$24,         \$24,         \$24,         \$24,         \$24,         \$24,	9,882.7
Black Spruce   White Spruce   Quaking Aspen   Red Pine   Sawtimber   Pulpwood   Sawtimber   Red Pine   Red Pine   Sawtimber   Sawtimber	
White Spruce         33         Cords           Quaking Aspen         496         Cords           Red Pine         62         Cords           4         Red Pine         3.5         MBF         35.2         \$23,           Mixed Spruce         149         Cords         Sasting         Cords         Cords	
Quaking Aspen Red Pine         496 Cords Cords           4         Red Pine Mixed Spruce Black Spruce White Spruce Quaking Aspen Red Pine         149 Cords Cords Cords           5         Red Pine Red Pine Red Pine         5awtimber Aspen Red Maple Red Pine         18 Cords           5         Red Pine Balsam Fir Mixed Spruce Quaking Aspen Red Maple Red Pine         10 Cords Cords Cords Cords Cords Cords Aspen Red Maple Red Pine         127 Cords Red Maple Red Pine         10 Cords	
Red Pine         62         Cords           4         Red Pine         Sawtimber         3.5         MBF         35.2         \$23,           Mixed Spruce         Pulpwood         213         Cords         Cords         4         Cords         4         Cords         64         Cords         Cords         64         Cords         64         Cords         64         Cords         64         Cords         64         Cords         64         Cords         66         Cords         Cords         67         Cords	
4         Red Pine         Sawtimber         3.5         MBF         35.2         \$23,           Mixed Spruce         Pulpwood         213         Cords         213         Cords         223,           Black Spruce         64         Cords         Cords         64         Cords         Cords         64         Cords         64         Cords         64         Cords         64         Cords         64         Cords         67         Cords         67         Cords         67         Cords         67         Cords	
Mixed Spruce         Pulpwood         213         Cords           Black Spruce         64         Cords           Quaking Aspen         640         Cords           Red Maple         6         Cords           Red Pine         18         Cords           5         Red Pine         10         Cords           Balsam Fir         Pulpwood         10         Cords           Mixed Spruce         75         Cords           White Spruce         52         Cords           Quaking Aspen         4         Cords           Red Pine         10         Cords           6         Balsam Fir         Pulpwood         58         Cords           White Spruce         35         Cords         48.8         \$33,           Mixed Spruce         35         Cords         48.8         \$33,           Mixed Spruce         35         Cords         48.8         \$33,           Mixed Spruce         35         Cords         48.8         \$33,           7         Balsam Fir         Pulpwood         28         Cords         28.8         \$24,           Quaking Aspen         Pulpwood         6         Cords <t< td=""><td></td></t<>	
Black Spruce   White Spruce   G4   Cords	3,634.7
White Spruce         64         Cords           Quaking Aspen         640         Cords           Red Maple         6         Cords           Red Pine         18         Cords           5         Red Pine         Sawtimber         2.0         MBF         36.0         \$23,           Balsam Fir         Pulpwood         10         Cords         Cords         Balsam Fir         Cords         Same Fir         Cords         Cords         Cords         Cords         Same Fir         Cords         Cords         Cords         Cords         Cords         Cords         Same Fir         Cords         Same Fir         Cords         Cords         Same Fir         Cords         Same Fir         Cords </td <td></td>	
Quaking Aspen         640         Cords           Red Maple         6         Cords           Red Pine         18         Cords           5         Red Pine         Sawtimber         2.0         MBF         36.0         \$23,           Balsam Fir         Pulpwood         10         Cords         Cords         Balsam Fir         Cords         Cords         Cords         Cords         Cords         Cords         Cords         Aaspen	
Red Maple         6         Cords           Red Pine         18         Cords           5         Red Pine         Sawtimber         2.0         MBF         36.0         \$23,           Balsam Fir         Pulpwood         10         Cords         Cords         Black Spruce         75         Cords         Cords         Cords         Cords         Cords         Cords         Cords         Cords         All Pulpwood         All Pulpwood         Cords         Cords         Cords         \$33,         Cords         \$35,	
Red Maple         6         Cords           Red Pine         18         Cords           Fed Pine         Sawtimber         2.0         MBF         36.0         \$23,           Balsam Fir         Pulpwood         10         Cords         Cords         Balsam Fir         Cords         Cords         Cords         Cords         Cords         Cords         Cords         Cords         Aas         S33,         Cords         Cords         Cords         S33,         S33,         Cords         S33,         Cords         S33,         Cords         S33,         Cords         S33,         S33,         Cords         S3,         Cords         S3,         Cords <td></td>	
Red Pine         18         Cords           5         Red Pine         Sawtimber         2.0         MBF         36.0         \$23,           Balsam Fir         Pulpwood         10         Cords         Cords         4         Cords         Sand         San	
Balsam Fir Mixed Spruce         Pulpwood         10 Cords           Black Spruce White Spruce Quaking Aspen Red Maple Red Pine         52 Cords           Balsam Fir Mixed Spruce Quaking Aspen         10 Cords           Balsam Fir Mixed Spruce Quaking Aspen         Pulpwood         58 Cords Assembly Cords           T Balsam Fir Quaking Aspen         Pulpwood         28 Cords Assembly Cords           Balsam Fir Quaking Aspen         Pulpwood         6 Cords Assembly Cords           Balsam Fir Quaking Aspen         Pulpwood         28 Cords Assembly Cords           Balsam Fir Pulpwood         8 Balsam Fir Pulpwood         6 Cords Assembly Cords	
Balsam Fir Mixed Spruce       Pulpwood       10 Cords         Black Spruce White Spruce Quaking Aspen Red Maple Red Pine       52 Cords         Balsam Fir Mixed Spruce Quaking Aspen       10 Cords         Mixed Spruce Quaking Aspen       58 Cords Assembly Cords         Mixed Spruce Quaking Aspen       35 Cords Cords         T Balsam Fir Quaking Aspen       Pulpwood       28 Cords Assembly Cords         8 Balsam Fir Pulpwood       6 Cords Assembly Cords       \$24,         8 Balsam Fir Pulpwood       6 Cords Assembly Cords       \$25.5 \$12,	3,013.7
Mixed Spruce       127       Cords         Black Spruce       75       Cords         White Spruce       52       Cords         Quaking Aspen       670       Cords         Red Maple       4       Cords         Red Pine       10       Cords         Balsam Fir       Pulpwood       58       Cords       48.8       \$33,         Mixed Spruce       35       Cords       Cords         Quaking Aspen       1,045       Cords         7       Balsam Fir       Pulpwood       28       Cords       28.8       \$24,         Quaking Aspen       800       Cords       25.5       \$12,	,
Black Spruce         75         Cords           White Spruce         52         Cords           Quaking Aspen         670         Cords           Red Maple         4         Cords           Red Pine         10         Cords           Balsam Fir         Pulpwood         58         Cords         48.8         \$33,           Mixed Spruce         35         Cords         Cords         48.8         \$33,           Quaking Aspen         1,045         Cords         28.8         \$24,           Quaking Aspen         800         Cords         25.5         \$12,           8         Balsam Fir         Pulpwood         6         Cords         25.5         \$12,	
White Spruce         52         Cords           Quaking Aspen         670         Cords           Red Maple         4         Cords           Red Pine         10         Cords           Balsam Fir         Pulpwood         58         Cords           Mixed Spruce         35         Cords           White Spruce         35         Cords           Quaking Aspen         1,045         Cords           7         Balsam Fir         Pulpwood         28         Cords         28.8         \$24,           Quaking Aspen         800         Cords         25.5         \$12,	
Quaking Aspen         670         Cords           Red Maple         4         Cords           Red Pine         10         Cords           Balsam Fir         Pulpwood         58         Cords         48.8         \$33,           Mixed Spruce         35         Cords         Cords         Quaking Aspen         1,045         Cords         Cords         28         Cords         28.8         \$24,           Quaking Aspen         800         Cords         25.5         \$12,	
Red Maple         4         Cords           Red Pine         10         Cords           Balsam Fir         Pulpwood         58         Cords         48.8         \$33,           Mixed Spruce         35         Cords         Cords         Quaking Aspen         1,045         Cords         Cords         Cords         \$24,           7         Balsam Fir         Pulpwood         28         Cords         28.8         \$24,           Quaking Aspen         800         Cords         25.5         \$12,	
Red Pine         10         Cords           6         Balsam Fir Mixed Spruce         Pulpwood         58         Cords         48.8         \$33, Cords           White Spruce Quaking Aspen         35         Cords         Cords         Cords         Cords         20         20         20         20         20         20         30         20         30         20         30         20         30         20         3	
6         Balsam Fir Mixed Spruce White Spruce Quaking Aspen         Pulpwood         58 Cords Cords Cords         48.8 \$33, Cords           7         Balsam Fir Quaking Aspen         Pulpwood 28 Cords Cords         28.8 \$24, Cords           8         Balsam Fir Pulpwood         6 Cords 25.5 \$12,	
Mixed Spruce         35         Cords           White Spruce         35         Cords           Quaking Aspen         1,045         Cords           7         Balsam Fir Quaking Aspen         Pulpwood         28         Cords         28.8         \$24,           8         Balsam Fir         Pulpwood         6         Cords         25.5         \$12,	3,117.1
White Spruce Quaking Aspen         35 Cords           7 Balsam Fir Quaking Aspen         Pulpwood         28 Cords         28.8 \$24, \$24, \$24, \$38           8 Balsam Fir         Pulpwood         6 Cords         25.5 \$12, \$12, \$12, \$12, \$12, \$12, \$12, \$12,	,
Quaking Aspen         1,045         Cords           7         Balsam Fir Quaking Aspen         Pulpwood         28 Cords Cords         28.8 \$24, \$24, \$28.8           8         Balsam Fir         Pulpwood         6 Cords         25.5 \$12, \$12, \$12, \$12, \$12, \$12, \$12, \$12,	
7         Balsam Fir Quaking Aspen         Pulpwood         28 Cords 800 Cords         28.8 \$24, Cords           8         Balsam Fir Pulpwood         6 Cords 25.5 \$12,	
Quaking Aspen         800         Cords           8         Balsam Fir         Pulpwood         6         Cords         25.5         \$12,	1,834.4
8         Balsam Fir         Pulpwood         6         Cords         25.5         \$12,	.,001.7
	2,847.4
Mixed Spruce 45 Cords	.,o+1. <del>1</del>
White Spruce 45 Cords	
Quaking Aspen 397 Cords	
TOTAL: 23.3 MBF	
TOTAL: 5,995 Cords	

## Sale Specific Conditions & Requirements

Sale Name: GNA2 Cheshire Cat Sale Number: 11-808-23 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 orange paint. Exterior sale boundary lines against private property are marked with orange paint and red blaze. Exterior sale boundary lines against USFS are marked with orange paint. The painted boundary line trees are not Included Timber and are to be protected.

## 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1-8, cut all trees that are 4.6 inches or more at DBH except elm, oak, red pine, white pine, hemlock and cedar. Within Payment Unit (s) 2-5, red pine are designated for cutting when marked with blue paint above and below stump height, regardless of merchantability.

## 2.1.11 - Description of timber note (2/04)

Note that mixed spruce includes white and black spruce.

#### 2.2 - Utilization

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

Skidding of unlimbed tops or lengths over 17 feet is not permissible, unless approved by the Unit Manager or his/her representative.

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

All products meeting standards set forth in General Condition and Requirement 2.2 - Utilization must be removed from the sale area. Retain on site more than 1/3 of the slash from harvested trees (tree tops and limbs less than four inches in diameter). This is because scattered tops and limbs help to maintain soil nutrients and provide for wildlife habitat and biodiversity.

## 2.2.11 - Chipping restriction (9/14)

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

## 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.

Within the sale area, if more than 30% of the tree seedlings or saplings (1/4" to 4.5" DBH) within a specified portion of the sale area are damaged, liquidated damages will be assessed at \$100 per acre for all acreage within that specified portion of the sale area that was damaged.

## 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 an orange boundary line and letters "PA". The Purchaser shall not enter protected areas for any reason. No

trees are to be felled across protected area boundary and all slash is to be kept 10 feet away from protected area boundary. If the Purchaser's operations damage special protection areas through carelessness, the Purchaser shall be fined in accordance with USFS policy.

## 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 on USFS land.

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

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

## 4.1.5 - Culverts (5/14)

Roads may require the installation of culverts for cross drainage or at natural drainage-ways. If culverts are needed in these locations, their placement will be specified by the sale administrator and they shall be installed prior to hauling. The culverts shall be new, corrugated metal or plastic gauge. Culverts will be a minimum of 12 inches in diameter and 24 feet in length. If culverts are removed, fill shall be removed from wetland soils as specified. Soils shall be maintained and left in a non-erodible condition, with water bars, seed, fertilizer, mulch, and slash installed as directed by the sale administrator and as specified in the BMP manual. Stream crossing permits, if needed, will be obtained by the DNR for crossings on USFS land.

## 4.1.6 - Road construction (1/09)

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

## 4.1.7 - Road closure (10/11)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. Some existing roads may also need to be closed. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth. Stumps and brush must be placed along the remainder of the trail. These roads must be rendered impassable to cars and trucks. All stumps from road building and landing construction must be reserved to block any newly constructed roads upon completion of the sale. These stumps must be scattered along the road system to prohibit vehicular movement. 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 the transition onto South Fair Oaks Road. This work needs to be completed prior to hauling. Gravel must be from a weed free source. In general, this will require between five (5) and ten (10) yards of gravel and must be completed to the satisfaction of the sale administrator.

## 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 spring breakup or 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 USFS lands.

## 4.2.4 - Grading (10/16)

For completion of the sale, USFS roads must be graded. In general, this will require a road grader or bull dozer to shape up the roads after forest products have been hauled off site. This includes cleaning of drainage areas, grading, crowning and

filling with gravel, if necessary. The grading equipment to be used must be approved by the Unit Manager or his/her representative.

#### 4.4 - Access

## 4.4.2 - Alternate route on private property (2/04)

It is the Purchaser's responsibility to obtain access across private land for any routes other than the route shown on the Timber Sale Map.

## 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

## 5.2.2 - 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) 1-8, unless changed by written agreement, cutting, skidding, and hauling are limited to the period of winter frozen and August. This restriction is due to USFS Seasonal Operating Restrictions.

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

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

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

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

#### 5.4 - Soil Protection

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

Operations are to cease immediately if equipment and weather conditions result in rutting of roads and/or skid trails which is 6 inches or greater in depth and 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.

#### 5.6 - 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 (10/20)

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

## 7 - Other Conditions

**SKIP** 

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

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

All right, title, and interest in and to any Included Timber shall remain in USDA Forest Service with the State of Michigan

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

#### 7.3 - Contract Modifications

- 7.3.4 GNA, contract suspension and modification (5/16)
- (a) The Unit Manager may, by written order, delay or interrupt authorized operations under this contract or, notwithstanding Condition & Requirement 7.3, modify this contract, in whole or in part:
- (i) To prevent environmental degradation or resource damage, including, but not limited to, harm to habitat, plants, animals, cultural resources, or cave resources;
- (ii) To ensure consistency with land and resource management plans or other documents prepared pursuant to the National Environmental Policy Act of 1969, 42 USC 4321-4347;
- (iii) To conduct environmental analysis, including, but not limited to, engaging in consultation pursuant to the Endangered Species Act of 1973, 16 USC 1531, et seq.; or
- (iv) Upon agreement of the Forest Service, due to administrative appeal or litigation, regardless of whether the Unit Manager's order is required by a court order or this contract is named in such a proceeding.
- (b) In the event of an order delaying or interrupting Purchaser's Operations under this Condition & Requirement, Purchaser's remedy shall be:
- (i) a no cost contract extension,
- (ii) reimbursement for Out-of-Pocket Expenses,

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

- (c) Remedies awarded to the Purchaser shall not be duplicative, and the Unit Manager shall have the right to structure remedies provided herein to avoid duplicative compensation.
- (d) Purchaser agrees that this Condition & Requirement, and the remedies provided herein shall apply regardless of any finding by any court that the DNR failed to comply with any statute, regulation and/or policy in connection with awarding, advertising, or authorizing this sale, or a similar sale.

## 7.5 - Loss

#### 7.5.1 - Deteriorating timber (7/09)

The sale area has received damage from spruce budworm. The Purchaser should harvest the wood as soon as possible. The Department of Natural Resources is held free of responsibility of any further damage or deterioration due to delay in harvesting.

## 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.

#### 8 - Performance and Settlement

## 8.3 - Uncompleted or Terminated Contracts

## 8.3.1 - Completion of contract, chipping (1/16)

In addition to cutting, all chipping must be completed by the contract expiration date. If chipping has not been completed, an extension fee or damages may be charged per General Condition & Requirement 7.2 and 8.3.

Section Name: Sale Specific Current as of 3/2/2023 1:08:30PM

