

# DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

## **TIMBER SALE PROSPECTUS #6179**

SCHEDULED SALE DATE AND TIME: 8:30 a.m. (local time) on May 30, 2018. LOCATION: CRYSTAL FALLS MGT UNIT, 1420 US-2 WEST, CRYSTAL FALLS, MI 49920.

CONTACT NAME: Dan McNamee PHONE NUMBER: (906) 875-6622

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

**GNA Cat Shot** (12-070-17)

Iron County, Advertised Price \$141,965.35, 322.0 Acres, Red Pine, Spruce/Fir/Tamarack.

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

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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*		ADV	ADVERTISED PRICE	
Sawtimber					
Red Pine	142.50	MBF	\$	135.00 / MBF	
Pulpwood					
Balsam Fir	114.00	Cords	\$	20.50 / Cord	
Jack Pine	81.00	Cords	\$	42.25 / Cord	
Mixed Hardwood	9.00	Cords	\$	24.40 / Cord	
Mixed Spruce	45.00	Cords	\$	24.65 / Cord	
Paper Birch	6.00	Cords	\$	24.90 / Cord	
Quaking Aspen	31.00	Cords	\$	36.85 / Cord	
Red Pine	2,014.00	Cords	\$	56.70 / Cord	
Tamarack	12.00	Cords	\$	12.85 / Cord	

## **BOND AND PAYMENT SCHEDULE:**

- 1. A bond in the amount of \$13,000.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2021.

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Jack Pine	Pulpwood	16.0	Cords	11.4	\$3,340.90
Re	Red Pine		47.0	Cords		
2 Balsam Fir	Balsam Fir	Pulpwood	2.0	Cords	4.5	\$1,495.40
Jack Pine Mixed Spruce Black Spruce Red Pine		7.0	Cords			
		1.0	Cords			
		1.0	Cords			
		20.0	Cords			
3 Balsam Fir	Pulpwood	1.0	Cords	28.4	\$8,076.45	
	Jack Pine	-	35.0	Cords		
Red Pine		116.0	Cords			
4		Pulpwood	5.0	Cords	24.2	\$4,421.75
	Jack Pine	-	15.0	Cords		
	Red Pine		65.0	Cords		
5	Balsam Fir	Pulpwood	2.0	Cords	5.4	\$1,784.25
	Jack Pine		1.0	Cords		<b>+</b> 1,1 <b>-</b> 11-1
	Red Pine		30.0	Cords		
6	Red Pine	Pulpwood	168.0	Cords	27.7	\$9,525.60
7	Balsam Fir	Pulpwood	14.0	Cords	24.0	\$13,590.15
Jack Pine Paper Birch		i dipwood	1.0	Cords	24.0	Ψ10,000.10
			2.0	Cords		
	Red Pine		233.0	Cords		
8	Balsam Fir	Pulpwood		ļ	23.1	\$14,931.00
0		Pulpwood	28.0	Cords	23.1	\$14,931.00
			6.0	Cords		
	· ·		4.0	Cords		
	Black Spruce		4.0	Cords		
	Red Pine		247.0	Cords	0.0	***
9	Balsam Fir	Pulpwood	7.0	Cords	3.8	\$2,978.50
	Red Pine		50.0	Cords		
10	Balsam Fir	Pulpwood	2.0	Cords	25.7	\$6,276.15
	Mixed Spruce		9.0	Cords		
	White Spruce		9.0	Cords		
	Paper Birch		2.0	Cords		
	Quaking Aspen		3.0	Cords		
	Red Pine		103.0	Cords		
	Tamarack		1.0	Cords		
11	Red Pine	Sawtimber	11.4	MBF	4.5	\$2,729.70
	Red Pine	Pulpwood	21.0	Cords		
12	Red Pine	Pulpwood	80.0	Cords	11.1	\$4,536.00
13	Balsam Fir	Pulpwood	4.0	Cords	8.9	\$4,391.20
l F	Red Pine		76.0	Cords		
14	Red Pine	Sawtimber	57.3	MBF	25.5	\$15,744.75
	Balsam Fir	Pulpwood	5.0	Cords		
Mixed Spruce  Black Spru		'	16.0	Cords		
	Black Spruce		6.0	Cords		
	White Spruce		10.0	Cords		
	· ·		130.0	Cords		
			11.0	Cords		
15 Red Pin Balsam Mixed S Bla Wi	Red Pine	Sawtimber	29.3	MBF	8.0	\$8,090.9
	Balsam Fir	Pulpwood	8.0	Cords	0.0	ψο,οσο.σι
	Mixed Spruce	. dipviood	7.0	Cords		
	Black Spruce		2.0	Cords		
	White Spruce		5.0	Cords		
	Red Pine		67.0	Cords		
	Balsam Fir	Pulpwood	4.0	Cords	11.2	\$8,276.40

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
16 con't	Mixed Spruce	Pulpwood	5.0	Cords		
	Black Spruce		2.0	Cords		
	White Spruce		3.0	Cords		
	Quaking Aspen		19.0	Cords		
	Red Pine		130.0	Cords		
17	Balsam Fir	Pulpwood	5.0	Cords	11.9	\$1,633.45
	Mixed Hardwood		9.0	Cords		
	Red Maple		2.0	Cords		
	Sugar Maple		6.0	Cords		
	Yellow Birch		1.0	Cords		
	Paper Birch		2.0	Cords		
	Quaking Aspen		5.0	Cords		
	Red Pine		19.0	Cords		
18	Balsam Fir	Pulpwood	11.0	Cords	21.0	\$6,602.50
	Mixed Spruce		2.0	Cords		
	White Spruce		2.0	Cords		
	Quaking Aspen		4.0	Cords		
	Red Pine		109.0	Cords		
19	Balsam Fir	Pulpwood	8.0	Cords	21.2	\$10,621.45
	Mixed Spruce		1.0	Cords		
	White Spruce		1.0	Cords		
	Red Pine		184.0	Cords		
20	Red Pine	Sawtimber	44.5	MBF	20.5	\$12,918.80
	Balsam Fir	Pulpwood	8.0	Cords		
	Red Pine		119.0	Cords		
		TOTAL:	142.5	MBF		
		TOTAL:	2,312.0	Cords		

## Sale Specific Conditions & Requirements

Sale Name: GNA Cat Shot Sale Number: 12-070-17 Seq#: 2

#### 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 paint. The sale boundary is marked and identified by triple orange paint marks. The Interior Payment Unit boundary between Payment Units 10 & 20 are marked with double orange paint marks. 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

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

Within Payment Unit(s) 1 - 20, all trees are designated for cutting when marked with blue paint above and below stump height, regardless of merchantability.

#### 2.2 - Utilization

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

Within Payment Unit(s) 1 - 20, 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 (1/16)

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

#### 4 - Transportation

#### 4.1 - Construction

## 4.1.5 - 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.

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

Overgrown or closed roads that are reopened must be closed upon timber sale completion. In general, this will require constructing a minimal four (4') foot high berm of stumps, logs and earth. These roads must be rendered impassable to vehicles. Contact the sale administrator for specific placement and construction.

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

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

#### 5 - Operations

#### 5.1 - Notification

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

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

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

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

## 5.2 - Conduct of Operations

#### 5.2.1 - Slash

## 5.2.1.8 - Slash height (12/08)

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

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

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

## 5.2.2 - Hazard Trees/Snags

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

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

## 5.2.3 - Operating Restrictions

## 5.2.3.2 - Operating restrictions (9/11)

Within Payment Unit(s) 1 - 10, 12 - 18 & 20, unless changed by written agreement, cutting, skidding, and hauling are not permitted from March 1 to July 15.

Within Payment Unit(s) 11 & 19, unless changed by written agreement, cutting, skidding and hauling are not permitted from October 1 to December 14 and March 1 to July 15. Note that operational delays can be expected up to one week following rainfall during the summer period.

This restriction is to avoid spring break up conditions, bark slip season and soil protection.

## 5.2.3.6 - Bark beetle restriction (12/08)

In the event drought creates a high risk of pine bark beetle infestation, pine is not to be cut during the period March 1 through July 1, unless all portions of trees greater than two inches in diameter are removed from the sale area, reduced to chips, or treated to the satisfaction of the Unit Manager or his/her representative, within fifteen days of being severed from the stump. Pine log decks, pulpwood piles and treetops that are piled for chipping in the fall or winter within a 1/4 mile of susceptible sites must be removed before March 15. Residual slash must not be placed in piles or rows and must be spread over the site for quick drying. The Department of Natural Resources will exercise this specification if the risk of damage warrants.

#### 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 are 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.

#### 5.4.6 - 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 Federal Forest Roads 16, 3340, 4100 and 157, 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.

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

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

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

## 7.10 - Certified Timber

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

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

Section Name: Sale Specific Current as of 3/22/2018 1:21:55PM







