



**DEPARTMENT OF NATURAL RESOURCES  
STATE OF MICHIGAN**

**TIMBER SALE PROSPECTUS #6233**

SCHEDULED SALE DATE AND TIME: 9:00 a.m. (local time) on July 12, 2018.

LOCATION: GRAYLING MGMT UNIT, 1955 HARTWICK PINES ROAD, GRAYLING, MI 49738.

CONTACT NAME: Susan Thiel

PHONE NUMBER: (989) 348-6371

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

GNA Roy Creek Pine Oak (72-801-18)

Alcona County, Advertised Price \$145,489.15, 446.2 Acres, Jack Pine, Red Pine.

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'.

A recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Certain restrictions/specifications may be applicable including time restrictions. Access may be through other public land.

## TIMBER SALE INFORMATION

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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:

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>
Sawtimber		
Red Pine	333.50 MBF	\$ 123.00 / MBF
White Pine	49.10 MBF	\$ 71.00 / MBF
Pulpwood		
Bl/R/Hybrid Oak	1,159.00 Cords	\$ 16.25 / Cord
Jack Pine	1,930.00 Cords	\$ 14.85 / Cord
Red Pine	946.00 Cords	\$ 46.75 / Cord
White Pine	498.00 Cords	\$ 18.60 / Cord

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

1. A bond in the amount of \$7,274.46 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 12/31/2021.

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Jack Pine	Pulpwood	938.0	Cords	85.4	\$13,929.30
2	Jack Pine	Pulpwood	903.0	Cords	82.2	\$13,409.55
3	Red Pine	Sawtimber	79.9	MBF	29.8	\$24,132.65
	Jack Pine	Pulpwood	22.0	Cords		
	Red Pine		299.0	Cords		
4	Red Pine	Sawtimber	69.2	MBF	25.8	\$20,902.00
	Jack Pine	Pulpwood	19.0	Cords		
	Red Pine		259.0	Cords		
5	Red Pine	Sawtimber	158.8	MBF	33.5	\$32,802.80
	Jack Pine	Pulpwood	9.0	Cords		
	Red Pine		281.0	Cords		
6	Red Pine	Sawtimber	25.6	MBF	10.1	\$8,180.75
	Jack Pine	Pulpwood	2.0	Cords		
	Red Pine		107.0	Cords		
7	White Pine	Sawtimber	23.3	MBF	85.3	\$15,283.55
	Bl/R/Hybrid Oak	Pulpwood	551.0	Cords		
	Jack Pine		18.0	Cords		
	White Pine		237.0	Cords		
8	White Pine	Sawtimber	25.8	MBF	94.1	\$16,848.55
	Bl/R/Hybrid Oak	Pulpwood	608.0	Cords		
	Jack Pine		19.0	Cords		
	White Pine		261.0	Cords		
TOTAL:			382.6	MBF		
TOTAL:			4,533.0	Cords		

## **Sale Specific Conditions & Requirements**

**Sale Name: GNA Roy Creek Pine Oak**

**Sale Number: 72-801-18 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 paint, along with six unpainted roads. Exterior sale boundary lines against both federal and private property are marked with orange paint, with the exception of the following:

The east boundary of Payment Units 1 and 2, which is unpainted and identified by Lorenze Rd. The north boundary of Payment Unit 2 and the east boundary of Payment Unit 6, which are unpainted and identified by Trail 3821. The north boundary of Payment Unit 5, which is unpainted and identified by FR2432. The northeast boundary of Payment Unit 8, which is unpainted and identified by FR4060.

Interior Payment Unit boundaries are marked with orange paint, with the exception of the boundary between Payment Units 7 and 8, which is unpainted and identified by Bernathy Trail. Orange painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid.

### **2 - Timber Specifications**

#### **2.1 - Included Timber**

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

Within Payment Unit(s) 6, 7, and 8, all trees are designated for cutting when marked with blue paint above and below stump height, regardless of merchantability. In addition, within Payment Units 7 and 8, all jack pine and black/red oak hybrid trees are designated for cutting which meet minimum piece specifications in 2.2 - Utilization.

##### **2.1.4 - Designated timber unit(s) (6/17)**

Within Payment Unit(s) 1 and 2, all jack pine trees are designated for cutting which meet minimum piece specifications in 2.2 - Utilization.

##### **2.1.8 - Designated plantation row unit(s) (12/08)**

Within Payment Unit(s) 3, 4 and 5, all red pine and jack pine trees which meet minimum piece specifications in 2.2 Utilization, within designated plantation rows are designated for cutting. Designated plantation rows are identified by blue paint and follow a take two, leave three pattern.

#### **2.2 - Utilization**

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

Tree length skidding is required unless approved by the Unit Manager or his/her representative.

##### **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) 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 Supplement. There will be only one division per Payment Unit.

### **4 - Transportation**

## 4.1 - Construction

### 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 chipped, utilized, piled at landings or otherwise removed from the sale.

### 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 chipped, utilized, piled at landings or otherwise removed from the sale. 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)

All new 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. Stumps and brush must be placed along the remainder of the trail. 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.

### 4.1.11 - Permits (2/12)

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

## 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.

## 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 5 days in advance to schedule the conference.

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

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

### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

##### 5.2.1.12 - Slash for prescribed burning (1/05)

To facilitate prescribed burning, slash shall be moved at least 10 feet inside the sale boundary. Slash must be piled free of dirt at the landing for later disposal by the Forest Service.

#### 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

##### 5.2.3.4 - Oak wilt restriction, no exceptions (1/18)

Within Payment Unit(s) 1-8, cutting, skidding, hauling within the sale and brushing of access roads to the sale are not permitted during the period of April 15 to July 15. No exceptions will be granted. This is necessary to reduce the spread

of oak wilt.

#### 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 piled free of dirt at the landing for later disposal by the Forest Service.

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

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

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

The Trail 3821 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. The road maintenance/restoration must be done prior to December 1. 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 not be used for any timber sale operations from December 1 to March 31 without written approval from the Unit Manager. The snowmobile trail may only be crossed at right angles. Maintain a 20 foot wide slash, debris, and rut free zone daily using the snowmobile trail as the centerline. No decking of forest products will be permitted along the snowmobile trail. All stumps within 20 feet of the snowmobile trail must be cut at ground level. In addition, any trees cut within 5 feet of the trail must have the stumps removed and be disposed of according to the direction of the Unit Manager or his/her representative.

### 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.

## **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 Bissonette Rd, Lorenze Rd (FR 4121), Michaud Rd (FR 4427), and Bernathy Trail 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.

#### **6.2.2 - Snowmobile trail posting (8/09)**

The Purchaser is responsible for posting and maintaining caution signs on Trail 3821 prior to beginning operations during the snowmobile season (approximately December 1 to March 31). The trail 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.

### **7.2 - Extensions**

#### **7.2.1 - One year extension (2/04)**

Given justification, only one, 1 year extension may be granted if the contract has been paid for in full.

### 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.*

Sale Number

72 - 801

Year

18

Forest Management Unit

Grayling

County

Alcona / Iosco

Mapped By

Scott McClarren

Date

04/17/2018

Page

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of

2

Township

24N; 25N

Range

06E; 07E

Section(s) and Subdivision(s)

Sec 05, 25, 31, 32, 36

Scale

1:15,840

**Cover Type**

A = Aspen

B = Paper Birch

C = Cedar

D = Treed Bog

E = Swamp Hdwoods

F = Spruce Fir

G = Grass

H = Hemlock

J = Jack Pine

L = Lowland Brush

LM = Lowland Mixed

M = Mpl, Bch, Brch

MC = Mixed Conifer

MD = Mixed Deciduous

N = Marsh

O = Oak

P = Lowland Poplar

Q = Mixed Swamp Conifer

R = Red Pine

S = Black Spruce

T = Tamarack

U = Upland Brush

UM = Upland Mixed

V = Bog or Marsh

W = White Pine

X = Non Stocked

Z = Water

**Density**

0 = Non Stocked

1 = Seedling Sapling Poor

2 = Seedling Sapling Medium

3 = Seedling Sapling Well

4 = Pole Timber Poor

5 = Pole Timber Medium

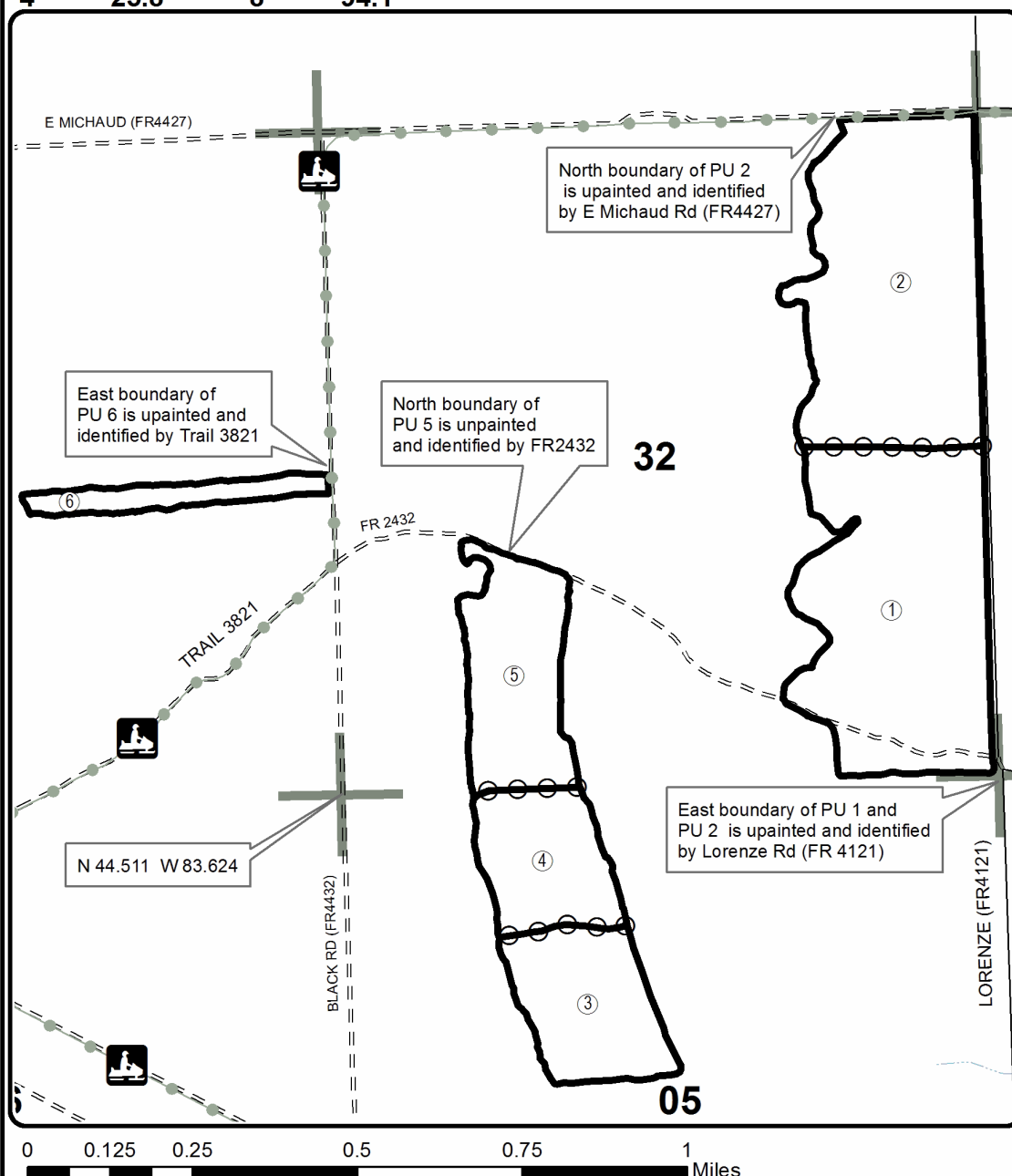
6 = Pole Timber Well

7 = Saw Timber Poor

8 = Saw Timber Medium

9 = Saw Timber Well

PU	Acres	PU	Acres
1	85.4	5	33.5
2	82.2	6	10.1
3	29.8	7	85.3
4	25.8	8	94.1

**GNA Roy Creek Pine Oak****Compartment 7905003****446.2 Acres****Legend**

— Against USFS (Orange)

—○— Payment Unit (Orange)

—●— Private Line (Orange)

○ PU\_Label

— Section Corners

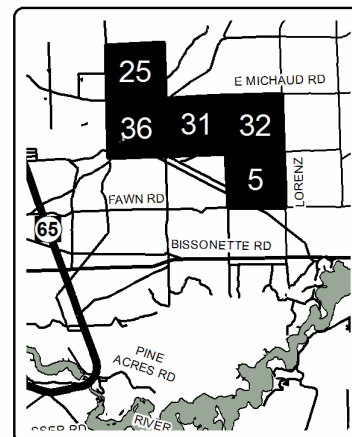
— County Poor Dirt

== Poor Dirt Road

● Recreational Trail

**Trail Symbols**

Snowmobile Trails

**Locator Map**  
1:200,000

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Sale Number

72 - 801

Year

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Forest Management Unit

Grayling

County

Alcona / Iosco

Mapped By

Scott McClarren

Date

04/17/2018

Page

2

of

2

Township

24N; 25N

Range

06E; 07E

Section(s) and Subdivision(s)

Sec 05, 25, 31, 32, 36

Scale

1:15,840

**Cover Type**

A = Aspen  
B = Paper Birch  
C = Cedar  
D = Treed Bog  
E = Swamp Hdwoods  
F = Spruce Fir  
G = Grass

H = Hemlock  
J = Jack Pine  
L = Lowland Brush  
LM = Lowland Mixed  
M = Mpl, Bch, Brch  
MC = Mixed Conifer  
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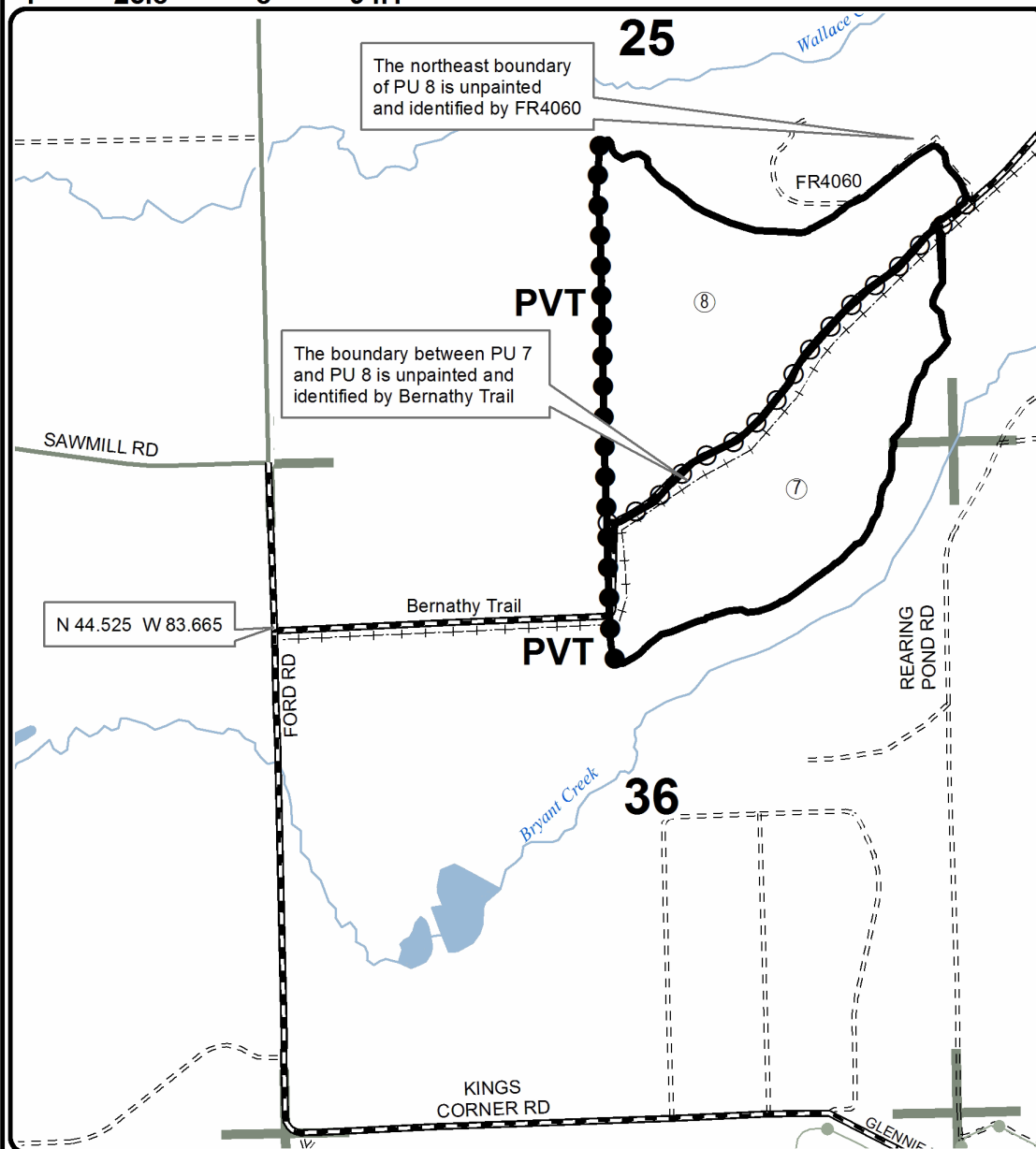
N = Marsh  
O = Oak  
P = Lowland Poplar  
Q = Mixed Swamp Conifer  
R = Red Pine  
S = Black Spruce  
T = Tamarack

U = Upland Brush  
UM = Upland Mixed  
V = Bog or Marsh  
W = White Pine  
X = Non Stocked  
Z = Water

**Density**

0 = Non Stocked  
1 = Seedling Sapling Poor  
2 = Seedling Sapling Medium  
3 = Seedling Sapling Well  
4 = Pole Timber Poor  
5 = Pole Timber Medium  
6 = Pole Timber Well  
7 = Saw Timber Poor  
8 = Saw Timber Medium  
9 = Saw Timber Well

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**GNA Roy Creek Pine Oak****Compartment 7905003****446.2 Acres****Legend**

- PU\_Label
- Against USFS (Orange)
- Payment Unit (Orange)
- Private Line (Orange)
- Section Corners
- Buried Phone Line
- == Poor Dirt Roads
- County Gravel Roads
- County Paved Roads

**Locator Map**  
1:200,000