



**DEPARTMENT OF NATURAL RESOURCES
STATE OF MICHIGAN**

TIMBER SALE PROSPECTUS #6254

SCHEDULED SALE DATE AND TIME: 3:00 p.m. (local time) on September 12, 2018.

LOCATION: BALDWIN FIELD OFFICE, 2468 WEST 24TH ST, BALDWIN, MI 49304.

CONTACT NAME: Staniulis, Di Ann

PHONE NUMBER: (231) 745-4651

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

GNA Martin Creek (63-806-17) / T14N, R14W, SEC. 14, SW.

T14N, R14W, SEC. 15, SENW, SENE, N1/2SW, E1/2SE.

Newaygo County, Advertised Price \$207,551.50, 134.9 Acres, Aspen, 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'.

Access to Payment Units 3-7 may be through private land. Access to Payment Units 4-7 will require the installation of a portable bridge, unless access is granted from the landowner to the north.

Access may be through private or other public land.

TIMBER SALE INFORMATION

GNA Martin Creek (63-806-17)

T14N, R14W, SEC. 14; T14N, R14W, SEC. 15.

Newaygo County (Advertised Price \$207,551.50)

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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.

Bids must be at or above the following advertised price for each species:

<u>PRODUCTS & SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>
Sawtimber		
B. T. Aspen	110.10 MBF	\$ 120.00 / MBF
Red Oak	109.80 MBF	\$ 175.00 / MBF
Red Pine	376.40 MBF	\$ 102.00 / MBF
Pulpwood		
B. T. Aspen	687.00 Cords	\$ 20.50 / Cord
Red Maple	133.00 Cords	\$ 16.30 / Cord
Red Oak	338.00 Cords	\$ 12.75 / Cord
Red Pine	3,144.00 Cords	\$ 36.95 / Cord

BOND AND PAYMENT SCHEDULE:

1. A bond in the amount of \$10,377.58 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 09/12/2020.

Description of Timber by Payment Unit (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Red Pine Red Pine	Sawtimber Pulpwood	69.9 550.0	MBF Cords	18.1	\$27,452.30
2	B. T. Aspen Red Oak Red Pine B. T. Aspen Red Maple <i>Red Maple</i> <i>Red Maple</i> Red Oak Red Pine	Sawtimber Pulpwood <i>Sawtimber</i> <i>Pulpwood</i>	7.5 27.2 21.0 104.0 62.0 6.4 49.0 96.0 157.0	MBF MBF MBF Cords Cords <i>MBF</i> <i>Cords</i> Cords Cords	12.3	\$17,969.75
3	B. T. Aspen Red Pine B. T. Aspen Red Pine	Sawtimber Pulpwood	1.2 7.6 21.0 77.0	MBF MBF Cords Cords	3.7	\$4,194.85
4	B. T. Aspen Red Oak Red Pine B. T. Aspen Red Oak Red Pine	Sawtimber Pulpwood	28.0 10.4 6.4 215.0 34.0 123.0	MBF MBF MBF Cords Cords Cords	8.7	\$15,218.65
5	B. T. Aspen Red Oak Red Pine B. T. Aspen Red Maple <i>Red Maple</i> <i>Red Maple</i> Red Oak Red Pine	Sawtimber Pulpwood <i>Sawtimber</i> <i>Pulpwood</i>	67.9 68.7 10.8 310.0 71.0 7.3 56.0 193.0 51.0	MBF MBF MBF Cords Cords <i>MBF</i> <i>Cords</i> Cords Cords	26.5	\$33,129.60
6	B. T. Aspen Red Pine B. T. Aspen Red Pine	Sawtimber Pulpwood	1.8 233.7 19.0 1,807.0	MBF MBF Cords Cords	50.7	\$91,211.55
7	B. T. Aspen Red Oak Red Pine B. T. Aspen Red Oak Red Pine	Sawtimber Pulpwood	3.7 3.5 27.0 18.0 15.0 379.0	MBF MBF MBF Cords Cords Cords	14.9	\$18,374.80
TOTAL:			596.3	MBF		
TOTAL:			4,302.0	Cords		

Sale Specific Conditions & Requirements

Sale Name: GNA Martin Creek

Sale Number: 63-806-17 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. Exterior sale boundary lines against private property are marked with orange paint. 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

2.1.2 - Clearcut unit(s) w/o unmerchantable trees (8/11)

Within Payment Unit(s) 2, 4, and 5, cut all trees which meet minimum piece specifications in 2.2 Utilization, except do not cut white oak, white pine, cedar, and hemlock.

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

Within Payment Unit(s) 7, all trees are designated for cutting when marked with blue paint above and below stump height, regardless of merchantability.

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

Within Payment Unit(s) 1, 3, and 6, all trees which meet minimum piece specifications in 2.2 Utilization, within designated plantation rows are designated for cutting. Designated plantation rows follow a take two, leave three pattern within Payment Units 1 and 3, and follow a take two, leave two pattern within Payment Unit 6. Because of the variability of row direction, it shall be the responsibility of the producer to maintain the row sequence.

2.2 - Utilization

2.2.3 - Stump heights (4/07)

Stump heights within the Sale Area shall not exceed 12 inches for trees greater than 10 inches DBH and 6 inches for trees smaller than 10 inches DBH.

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

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

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (7/14)

Payment Unit(s) 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.

3.4 - Damaged Timber

3.4.1 - Damaged timber (6/14)

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured. No damage is acceptable to merchantable trees. Within the sale area, if more than 5% 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.

3.6 - Payment Unit Cutting Schedule

3.6.1 - Order of cutting (1/09)

Payment Units shall be cut in the following order: Payment Unit 3 must be cut before the portable bridge (needed to access Payment Units 4-7) is installed.

4 - Transportation

4.1 - Construction

4.1.2 - Stream crossings, specific (3/11)

The creek crossing will require the installation of a portable bridge which may be borrowed from the DNR (see Timber Sale Map). This installation will be performed in accordance with the specifications on the appropriate permits which shall be provided by the DNR. Note that Payment Unit 3 will need to be harvested prior to bridge installation. This includes opening the access road to the bridge site. The DNR will need 2 weeks notice to prepare for bridge installation.

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.

4.1.4 - Timber removed for construction (12/09)

Trees cut or damaged in the process of pre-approved road, landing or skid trail construction will be decked in an area separate from other Designated Timber and not removed until measured by the sale administrator. Payment will be made at the specified Purchase Unit Price.

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)

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, see the Timber Sale Map for locations. In general, this will require constructing double earthen berms at strategic locations. Berms must also be placed at intervals of not over 50 feet and at all junctions. 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.

4.4 - Access

4.4.1 - Private property access (3/11)

Permission for access across private land is the responsibility of the DNR. Should the Purchaser desire to cross other private land, a copy of the written permission from the private land-owner will be required by the DNR.

5 - Operations

5.1 - Notification

5.1.1 - Pre-sale conference (10/16)

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations. The Unit Manager or his/her representative must be contacted at least 5 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) 1-7, harvesting is limited to the period of January 1 to March 31. This restriction is to prevent infection of Heterobasidial Root Disease (HRD).

5.2.29 - Shrub protection (9/07)

Do not cut or damage hawthorn, witch-hazel, dogwood or junberry. These woody-shrub plants are highly beneficial to various wildlife species.

5.2.32 - Decking/landing restoration (9/13)

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

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

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

5.4 - Soil Protection

5.4.1 - Rutting restriction, general (7/16)

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

5.6 - Debris and Waste Material

5.6.2 - GNA, equipment cleaning (1/16)

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

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

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

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

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

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

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

& Requirement 7.3 or 7.3.4.

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

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

5.8 - Protection of Endangered Species

5.8.5 - 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 Green Avenue and Warner Avenue 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

7.3.3 - Modification for reforestation (8/05)

When contractual work of Purchaser has been accepted for any Payment Unit identified on Sale Area Map, Payment Unit will be eliminated from the Sale Area on written notice so that reforestation operations can begin.

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

63 - 806

Year

17

Forest Management Unit
CadillacCounty
Newaygo

Mapped By Hallfrisch

Cruised By Ritchie & Hallfrisch

Date

10/30/2017

Page

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of

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Township
14NRange
14WSection(s) and Subdivision(s)
Sec. 14 SW; Sec. 15 SE, SW, NW

Scale

1:15,840

Cover Type

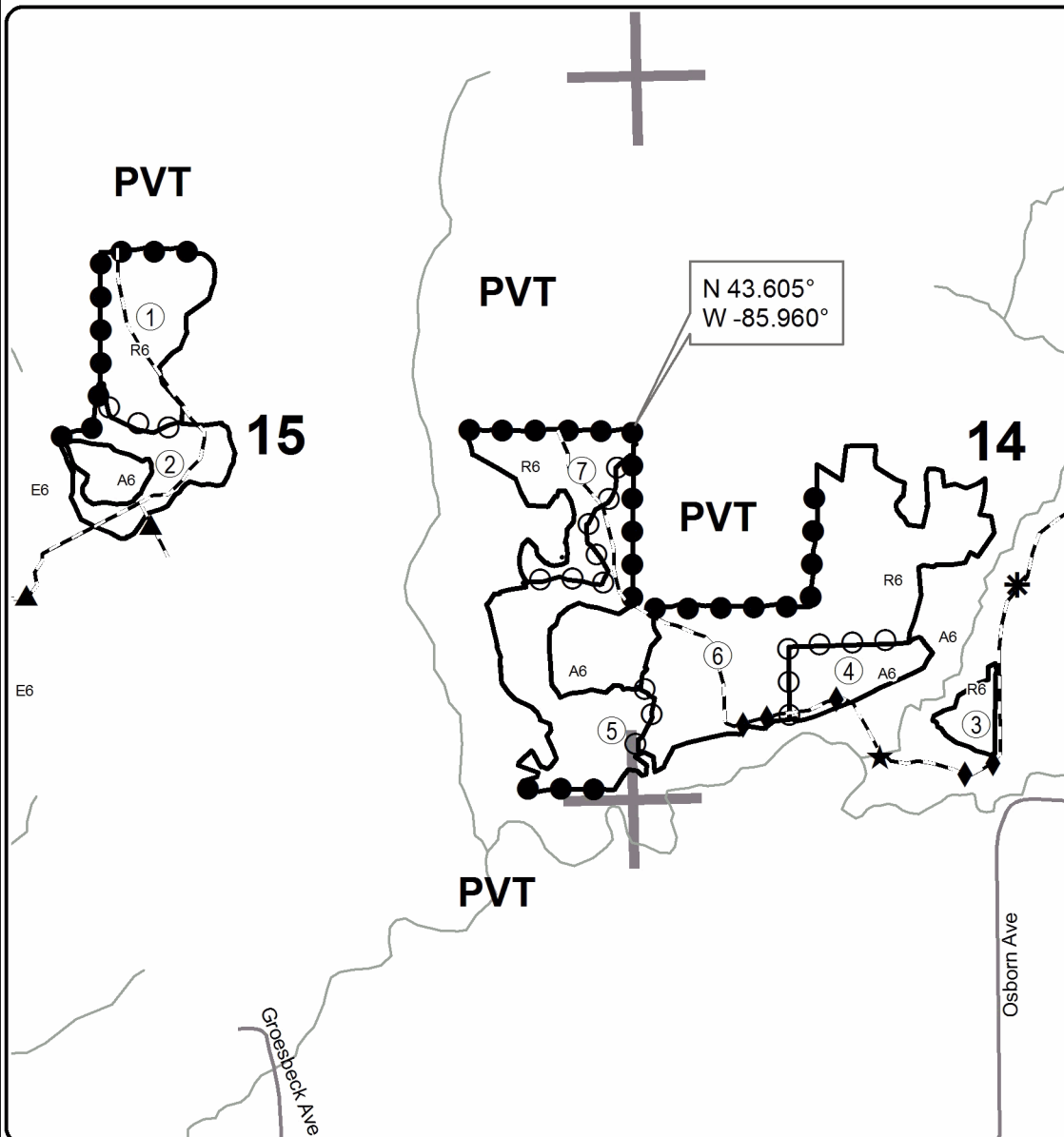
A = Aspen	H = Hemlock	N = Marsh	U = Upland Brush
B = Paper Birch	J = Jack Pine	O = Oak	UM = Upland Mixed
C = Cedar	L = Lowland Brush	P = Lowland Poplar	V = Bog or Marsh
D = Treed Bog	LM = Lowland Mixed	Q = Mixed Swamp Conifer	W = White Pine
E = Swamp Hdwoods	M = Mpl, Bch, Brch	R = Red Pine	X = Non Stocked
F = Spruce Fir	MC = Mixed Conifer	S = Black Spruce	Z = Water
G = Grass	MD = Mixed Deciduous	T = Tamarack	

Density

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

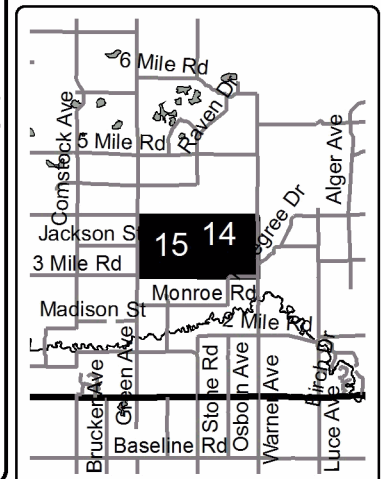
PU	Acres	PU	Acres
1	18.1	5	26.5
2	12.3	6	50.7
3	3.7	7	14.9
4	8.7		

GNA Martin Creek
Compartment 7906476
134.9 Acres

**Legend**

- Against Forest Service (Orange)
- ○ Payment Unit (Orange)
- ● Private Line (Orange)
- Section Corners
- County Roads
- Streams
- Forest Roads
- ★ Portable Bridge
- * Gate
- ◆ Berm
- ▲ Future Berm

Locator Map
1:200,000



0 0.125 0.25 0.5 0.75 1 Miles

**TIMBER SALE MAP***This information provided by authority of Part 525, 1994 PA 451, as amended.*Forest Management Unit
CadillacCounty
NewaygoMapped By
Hallfrisch

Date

10/30/2017

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of

2

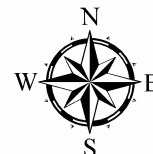
Township
14NRange
14WSection(s) and Subdivision(s)
Sec. 14 SW; Sec. 15 SE, SW, NW

Scale

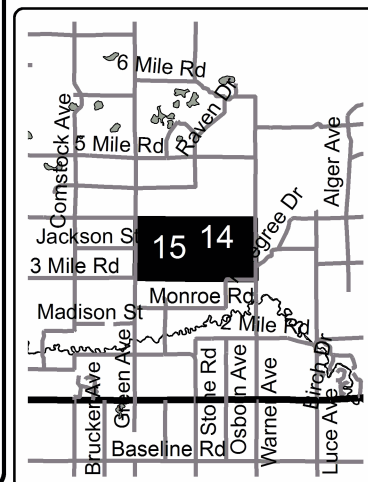
1:31,680

Cover TypeA = Aspen
B = Paper Birch
C = Cedar
D = Treed Bog
E = Swamp Hdwoods
F = Spruce Fir
G = GrassH = Hemlock
J = Jack Pine
L = Lowland Brush
LM = Lowland Mixed
M = Mpl, Bch, Brch
MC = Mixed Conifer
MD = Mixed DeciduousN = Marsh
O = Oak
P = Lowland Poplar
Q = Mixed Swamp Conifer
R = Red Pine
S = Black Spruce
T = TamarackU = 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
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4	8.7		

GNA Martin Creek
Compartment 7906476
134.9 Acres**Legend**

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- ○ Payment Unit (Orange)
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- Section Corners
- County Roads
- Streams
- Forest Roads
- ★ Portable Bridge
- * Gate
- ◆ Berm
- ▲ Future Berm

Locator Map
1:200,000

0 0.25 0.5 0.75 1 Miles