



**DEPARTMENT OF NATURAL RESOURCES
STATE OF MICHIGAN**

TIMBER SALE PROSPECTUS #6616

SCHEDULED SALE DATE AND TIME: 3:00 p.m. (local time) on January 8, 2020.

LOCATION: **BALDWIN FIELD OFFICE, 2468 W 24TH STREET, BALDWIN, MI 49304.**

CONTACT NAME: Mike Aksamit

PHONE NUMBER: (231) 775-3727

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 PineOakio (63-822-19) / T17N, R12W, SEC. 1 , N1/2NW,SENW,SWNE.

Lake County, Advertised Price \$17,441.40, 39.7 Acres, Hardwood, White 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 may be through private or other public land.

TIMBER SALE INFORMATION

GNA PineOakio (63-822-19)

T17N, R12W, SEC. 1.

Lake County (Advertised Price \$17,441.40)

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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 | 13.30 MBF | \$ 81.00 / MBF |
| Red Maple | 12.40 MBF | \$ 75.00 / MBF |
| White Pine | 66.80 MBF | \$ 106.00 / MBF |
| Pulpwood | | |
| B. T. Aspen | 32.00 Cords | \$ 13.80 / Cord |
| Mixed Oak | 5.00 Cords | \$ 16.30 / Cord |
| Red Maple | 54.00 Cords | \$ 12.25 / Cord |
| White Pine | 539.00 Cords | \$ 13.30 / Cord |

BOND AND PAYMENT SCHEDULE:

1. A bond in the amount of \$872.07 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 | B. T. Aspen | Sawtimber | 13.3 | MBF | 16.2 | \$8,277.80 |
| | Red Maple | | 2.6 | MBF | | |
| | White Pine | | 27.0 | MBF | | |
| | B. T. Aspen | Pulpwood | 32.0 | Cords | | |
| | Mixed Oak | | 5.0 | Cords | | |
| | Red Maple | | 10.0 | Cords | | |
| | White Pine | | 263.0 | Cords | | |
| | | | | | | |
| 2 | White Pine | Sawtimber | 39.8 | MBF | 18.2 | \$7,488.15 |
| | Red Maple | Pulpwood | 15.0 | Cords | | |
| | White Pine | | 232.0 | Cords | | |
| | | | | | | |
| 3 | Red Maple | Sawtimber | 9.8 | MBF | 5.3 | \$1,675.45 |
| | Red Maple | Pulpwood | 29.0 | Cords | | |
| | White Pine | | 44.0 | Cords | | |
| | | | | | | |
| TOTAL: | | | 92.5 | MBF | | |
| TOTAL: | | | 630.0 | Cords | | |

Sale Specific Conditions & Requirements

Sale Name: GNA PineOakio

Sale Number: 63-822-19 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 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 and 2, all trees are designated for cutting when marked with blue paint above and below stump height, regardless of merchantability. In addition, cut and remove all aspen trees that meet minimum piece specifications in 2.2 - Utilization.

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

Within Payment Unit(s) 3, all aspen, all red maple, and any tree underneath an overstory oak are designated for cutting which meet minimum piece specifications in 2.2 - Utilization. In addition, cut all white pine under 8" at DBH.

2.1.16 - Timber along county or forest roads (6/14)

Cut and remove all standing trees 4.6" at DBH or greater within 33 feet of the center line of Pleasant Street and FS 5143 west of the sale area on US Forest Property. Contact sale administrator prior to beginning road clearing.

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 8 inches DBH and 6 inches for trees smaller than 8 inches DBH.

2.2.8 - Utilization and removal (5/14)

Retain on site at least 1/4 of the slash from harvested trees (tree tops and limbs less than four inches in diameter). This is because soil productivity needs to be maintained.

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. No damage is acceptable to undesignated live 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.

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 dispersed throughout 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 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. In general, this will require constructing double earthen berms at strategic locations. 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.

4.1.11 - Permits (2/12)

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

4.4 - Access

4.4.1 - Private property access (3/11)

Permission for access across private land is the responsibility of the Purchaser. Should the Purchaser desire to cross private land, a copy of the written permission from the private land-owner may 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 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.

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.8 - Slash height (12/08)

No slash or tree tops may exceed 24 inches in height.

5.2.3 - Operating Restrictions

5.2.3.1 - Operating restrictions (9/11)

Within Payment Unit(s) 1, 2, and 3, cutting and skidding of pine species are restricted to the period of January 1st through February 28th. Cutting may only occur outside this period with written permission of the Unit Manager or with the application of a preventative pesticide. Consultation with a forest health specialist will determine if cutting can occur prior to January 1st without pesticide application, dependent upon current and forecasted snow cover. Cellu-Treat* and RotStop C* are currently the only EPA registered products available in the United States for the control of Heterobasidion. Both products are a water-soluble powder that must be applied to the stump in accordance with the product label. Dye must be added to these products to provide visible evidence of adequate coverage. All applicators are required to document volume of chemical used by product and acres treated and provide this documentation to Sale Administrator annually by December 31st and prior to closure of sale.

*Application of this pesticide requires licensing by the Michigan Department of Agriculture and Rural Development. This restriction is necessary to reduce the spread of HRD. For more information, contact the Unit Manager or his/her representative.

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

Within Payment Unit(s) 1, 2, and 3, 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.

5.2.32 - 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.

5.2.40 - Pathway protection (10/10)

The Rails to Trails Trail is a bike trail and is shown on the Timber Sale Map. Maintain a 30-foot wide slash, debris, and rut free zone daily, using the pathway as the centerline. Do not run equipment down the pathway.

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 Pleasant Street, Kings Highway, and US 10 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 30 (Rails to Trails Trail) 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.

7.3 - 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.*

| | | | | | | |
|--|--------------|---|----------------------|--------------------|-----------|---------|
| Forest Management Unit Cadillac FMU | | County Lake | Mapped By Aksamit | Date 08/19/2019 | Page 2 | of 2 |
| Township 17N | Range 12W | Section(s) and Subdivision(s) 17N Section 1 NENW, NWNW, SENW, SWNW, SWNE | | 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

| | |
|---|------|
| 1 | 16.2 |
| 2 | 18.2 |
| 3 | 5.3 |

GNA PineOakio
Compartment 7921053
39.7 Acres**Legend**

- ○ Payment Unit (Orange)
- ▨ Treatment Area
- Recreational Trail
- Highway
- County Road
- USFS Road
- Section Corners
- ⋯ Nearby Sales

Kings Highway



E 56th Street

S Queens Highway

PVT

PVT

PVT

Pleasant Street

PVT

01

PVT

56th Street
State Road

43.896483, -85.691777

0 0.2 0.4 0.8 1.2 1.6 Miles

**TIMBER SALE MAP***This information provided by authority of Part 525, 1994 PA 451, as amended.*

| | | | | | | | |
|------------------------|----------------------|--|-------------------|-----------------------------|------------------------|------|----|
| Forest Management Unit | | County | Mapped By | Aksamit | Date | Page | of |
| Cadillac FMU | | Lake | Cruised By | Aksamit and Lobert | 08/19/2019 | 2 | 2 |
| Township | Range | Section(s) and Subdivision(s) | | | Scale | | |
| 17N | 12W | 17N Section 1 NENW, NWNW, SENW, SWNW, SWNE | | | 1:3,960 | | |
| Cover Type | | | | Density | | | |
| A = Aspen | H = Hemlock | N = Marsh | U = Upland Brush | 0 = Non Stocked | 5 = Pole Timber Medium | | |
| B = Paper Birch | J = Jack Pine | O = Oak | UM = Upland Mixed | 1 = Seedling Sapling Poor | 6 = Pole Timber Well | | |
| C = Cedar | L = Lowland Brush | P = Lowland Poplar | V = Bog or Marsh | 2 = Seedling Sapling Medium | 7 = Saw Timber Poor | | |
| D = Treed Bog | LM = Lowland Mixed | Q = Mixed Swamp Conifer | W = White Pine | 3 = Seedling Sapling Well | 8 = Saw Timber Medium | | |
| E = Swamp Hdwoods | M = Mpl, Bch, Brch | R = Red Pine | X = Non Stocked | 4 = Pole Timber Poor | 9 = Saw Timber Well | | |
| F = Spruce Fir | MC = Mixed Conifer | S = Black Spruce | Z = Water | | | | |
| G = Grass | MD = Mixed Decidious | T = Tamarack | | | | | |

PU Acres

| | |
|---|------|
| 1 | 16.2 |
| 2 | 18.2 |
| 3 | 5.3 |

GNA PineOakio**Compartment 7921053****39.7 Acres****Legend**

- ○ Payment Unit (Orange)
- ▨ Treatment Area
- Recreational Trail
- Highway
- County Road
- ▭ Orange Line
- USFS Road
- ⋯ Nearby Sales

Pleasant Street

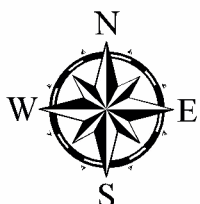
FS 5143

10

1

3

2

**PVT**

43.896483, -85.691777

01