

# DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

# TIMBER SALE PROSPECTUS #5766

<u>SCHEDULED SALE DATE AND TIME:</u> 8:30 a.m. (local time) on June 7, 2017. <u>LOCATION:</u> CRYSTAL FALLS MGT UNIT, 1420 US-2 WEST, CRYSTAL FALLS, MI 49920.

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

PROSPECTUS NOTE: \*\*\*PLEASE NOTE - BID OPENINGS ARE NOW HELD AT 8:30 A.M. (LOCAL TIME)\*\*\*

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:

## Split Rock Mix SBW (12-011-16)

Dickinson County, Advertised Price \$116,840.75, 132.4 Acres, Aspen, Hardwood.

SALE NOTE: Be advised Unit 1 is rugged and there is a power line between M69 and Unit 2. All culverts will be permanent. If choosing to haul across "DEQ permit required" locations on the sale map, the purchaser is responsible for obtaining permits and the culverts. DNR will provide culverts as needed for accessing other portions of sale. Purchaser is responsible for installing all culverts. If hauling during the snowmobile season (Dec 1 - Mar 31); no decking on trail, no hauling on Fridays, Saturdays, or Sundays, trucking during daylight hours only, and trucks must have flashers on at all times. Unit 4 must be cut in frozen or dry ground conditions. In Units 3 and 5, no cutting April 30 - July 15.

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.

# 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:

PRODUCTS & SPECIES	ESTIMATED UNITS	<u>S*</u> <u>AD</u>	VERTISED PRICE
Sawtimber			
Basswood	41.10 MBF	\$	172.00 / MBF
Red Maple	15.80 MBF	\$	261.00 / MBF
Sugar Maple	31.20 MBF	\$	461.00 / MBF
White Ash	17.20 MBF	\$	58.00 / MBF
Pulpwood			
Balsam Fir	121.00 Cords	\$	15.15 / Cord
Basswood	258.00 Cords	\$	11.65 / Cord
Mixed Hardwood	1,640.00 Cords	\$	28.80 / Cord
Quaking Aspen	1,025.00 Cords	\$	35.90 / Cord
White Spruce	54.00 Cords	\$	25.90 / Cord

#### BOND AND PAYMENT SCHEDULE:

1. A bond in the amount of \$5,842.04 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 06/30/2019.

# Description of Timber by Payment Unit (PU)

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PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Basswood	Sawtimber	1.3	MBF	54.9	\$42,175.50
	Red Maple		9.9	MBF		
	Sugar Maple		9.0	MBF		
	Balsam Fir	Pulpwood	97.0	Cords		
	Basswood		31.0	Cords		
	Mixed Hardwood		702.0	Cords		
	Black Ash	Sawtimber	1.0	MBF		
	Yellow Birch	Curringer	1.3	MBF		
	Black Ash	Pulpwood	23.0	Cords		
	Black Cherry	1 0.000	3.0	Cords		
	Paper Birch		5.0	Cords		
	Red Maple		395.0	Cords		
			237.0			
	Sugar Maple			Cords		
	White Ash		19.0	Cords		
	Yellow Birch		15.0	Cords		
	Quaking Aspen		351.0	Cords		
	White Spruce		22.0	Cords		
2	Red Maple	Sawtimber	2.0	MBF	8.1	\$7,065.55
	Sugar Maple		0.4	MBF		
	Balsam Fir	Pulpwood	23.0	Cords		
	Mixed Hardwood		64.0	Cords		
	Balsam Poplar		7.0	Cords		
	Black Cherry		1.0	Cords		
	Red Maple		50.0	Cords		
	Sugar Maple		6.0	Cords		
	Quaking Aspen		93.0	Cords		
	White Spruce		32.0	Cords		
3	Basswood	Sawtimber	19.3	MBF	17.5	\$11,701.10
	Red Maple		0.8	MBF		
	Sugar Maple		4.6	MBF		
	White Ash		0.6	MBF		
	Basswood	Pulpwood	78.0	Cords		
	Mixed Hardwood		135.0	Cords		
	Yellow Birch	Sawtimber	0.4	MBF		
	Red Maple	Pulpwood	1.0	Cords		
	Sugar Maple	1 0.000	104.0	Cords		
	White Ash		28.0	Cords		
	Yellow Birch		28.0	Cords		
	Quaking Aspen		34.0	Cords		
4	_	Soutimbor			07.0	¢40 554 05
4	Basswood	Sawtimber	19.0	MBF	37.8	\$49,551.05
	Red Maple		1.6	MBF		
	Sugar Maple		15.8	MBF		
	White Ash	Dulaur	9.1	MBF		
	Balsam Fir	Pulpwood	1.0	Cords		
	Basswood		148.0	Cords		
	Mixed Hardwood	_	604.0	Cords		
	Paper Birch	Sawtimber	0.8	MBF		
	American Elm	Pulpwood	4.0	Cords		
	Balsam Poplar		18.0	Cords		
	Black Ash		18.0	Cords		
	Black Cherry		2.0	Cords		
	Ironwood		4.0	Cords		
	Paper Birch		10.0	Cords		
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	Red Maple		107.0	Cords		

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
4 con't	White Ash	Pulpwood	79.0	Cords		
	Yellow Birch		11.0	Cords		
	Quaking Aspen		527.0	Cords		
5	Basswood	Sawtimber	1.5	MBF	14.1	\$6,347.55
	Red Maple		1.5	MBF		
	Sugar Maple		1.4	MBF		
	White Ash		7.5	MBF		
	Basswood	Pulpwood	1.0	Cords		
	Mixed Hardwood		135.0	Cords		
	Black Cherry		2.0	Cords		
	Paper Birch		2.0	Cords		
	Red Maple		49.0	Cords		
	Sugar Maple		70.0	Cords		
	White Ash		12.0	Cords		
	Quaking Aspen		20.0	Cords		
		TOTAL:	105.3	MBF		
		TOTAL:	3,098.0	Cords		

## Sale Specific Conditions & Requirements

## Sale Name: Split Rock Mix SBW

Sale Number: 12-011-16 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 BLUE and RED paint. Exterior sale boundary lines against private property are marked with BLUE paint. Exterior sale boundary lines against state are marked with RED paint. Interior Payment Unit boundaries are marked with RED paint. The painted boundary line trees are not Included Timber and are to be protected unless marked with orange paint. RED painted trees designating an interior Payment Unit boundary are not to be cut.

#### 2 - Timber Specifications

## 2.1 - Included Timber

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

Within Payment Unit(s) #'s 1, 2, and 4, cut all trees that are two (2) inches or more at DBH except Cedar, Hemlock, Oak or Pine.

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

Within Payment Unit(s) #'s 3 and 5, all trees are designated for cutting when marked with ORANGE paint above and below stump height, regardless of merchantability.

## 3 - Payments

#### 3.3 - Pre-measured Sales

## 3.3.4 - Dividing payment units (7/14)

Payment Unit(s) #'s 1 and 4 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.

#### 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 Payment Unit #'s 3 and 5, if more than 10% 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

## 4.1.5 - Culverts (5/14)

Depending on preferred haul route, roads may require the installation of culverts. If culverts are needed, 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. DEQ will specify culvert dimensions if the haul route crosses the "DEQ permit required" points on Timbersale Map. Purchaser is to supply culverts for these 2 DEQ crossings. DNR will provide all other needed culverts for this sale. Installation of all culverts is the responsibility of the purchaser. All culverts will be permanent. 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 PURCHASER.

## 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 a four (4') foot high berm of stumps and logs covered with earth.

## 4.1.11 - Permits (2/12)

The Purchaser will secure any necessary highway and stream crossing permits that may be required.

## 4.2 - Maintenance

# 4.2.1 - Hauling restriction (12/08)

Hauling is restricted on the snowmobile trail from December 1 to March 31. The restriction is aimed to decrease truck and snowmobile interactions. No hauling will be permitted on Fridays, Saturdays, or Sundays during this period. In addition, hauling is only permitted during daylight hours and trucks must have flashers on at all times during this period.

## 4.4 - Access

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

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

## 5 - Operations

## 5.1 - Notification

# 5.1.1 - Pre-sale conference (10/11)

A pre-sale conference 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 10 days in advance to schedule the conference.

## 5.1.4 - Post-sale conference (6/11)

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.

# 5.1.6 - Utility R.O.W. (1/15)

It is the responsibility of the Purchaser to obtain permission from the utility company to utilize the power line R.O.W. for operations. This refers to Payment Unit #2.

# 5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.13 - Dispose of slash as directed (12/05) Slash is to be disposed of as directed by the sale administrator.

## 5.2.2 - Hazard Trees/Snags

5.2.2.1 - Den trees (2/04) 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) #4, cutting and skidding operations must take place during frozen or dry ground conditions. Hauling is not restricted. This restriction is due to the saturated soil.

## 5.2.3.3 - Bark slippage restriction (3/09)

Within Payment Unit(s) #'s 3 and 5, unless changed by written agreement, cutting and skidding are not permitted during the period of April 30 to July 15. This restriction is because of bark slippage.

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

The snowmobile trail 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 from December 1 to March 31, no decking of forest products will be permitted along the snowmobile trail, and no hauling is permitted on Fridays, Saturdays, or Sundays.

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 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. All stumps within 20 feet of the snowmobile trail must be cut at ground level.

## 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.

## 5.4.2 - Skid trails (2/04)

Skid trails up and down slopes should be avoided. If however this is unavoidable, these trails will be left in a non-erodible condition using water bars, logs, and slash. Placing of slash on these skid trails while logging is ongoing may alleviate need for any further action. At the direction of the sale administrator, seed, fertilizer, and mulch may also be required.

# 6 - Safety and Fire Prevention

## 6.2 - Signing

6.2.2 - Snowmobile trail posting (8/09)

The Purchaser is responsible for posting and maintaining caution signs on the snowmobile trail prior to beginning operations during the snowmobile season (approximately December 1 to March 31). The trail must be posted at appropriate distances along the haul route 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

## 7.5 - Loss

## 7.5.1 - Deteriorating timber (7/09)

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

