

DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

TIMBER SALE PROSPECTUS #6301

<u>SCHEDULED SALE DATE AND TIME:</u> 3:00 p.m. (local time) on December 13, 2018. <u>LOCATION:</u> GAYLORD MGMT UNIT, 1732 WEST M 32, GAYLORD, MI 49735.

CONTACT NAME: Lucas Merrick PHONE NUMBER: (989) 732-3541

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

Section 6 Hardwoods (52-020-18) / T29N, R05W, SEC. 6, NENW, SWNW, N1/2NE, NWSW, SWSE. Antrim County, Advertised Price \$95,892.80, 76.4 Acres, Aspen, Hardwood.

SALE NOTE: Three Payment Units with no timing restrictions.

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>ADV</u> | ADVERTISED PRICE | |
|--------------------|------------------|-------|------------|------------------|--|
| Sawtimber | | | | | |
| B. T. Aspen | 78.50 | MBF | \$ | 67.00 / MBF | |
| Basswood | 108.90 | MBF | \$ | 67.00 / MBF | |
| Beech | 58.00 | MBF | \$ | 73.00 / MBF | |
| Red Maple | 19.80 | MBF | \$ | 143.00 / MBF | |
| Sugar Maple | 124.50 | MBF | \$ | 355.00 / MBF | |
| Pulpwood | | | | | |
| B. T. Aspen | 193.00 | Cords | \$ | 23.05 / Cord | |
| Misc. Species 1 | 16.00 | Cords | \$ | 4.00 / Cord | |
| Mixed Hardwood | 972.00 | Cords | \$ | 28.00 / Cord | |
| Red Pine | 7.00 | Cords | \$ | 49.35 / Cord | |

BOND AND PAYMENT SCHEDULE:

1. A bond in the amount of \$4,794.64 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 12/31/2020.

Description of Timber by Payment Unit (PU)

| PU | MARKET GROUP | PRODUCT | QUANTITY | UNIT | ACRES | ADVERTISE PRICE |
|----|----------------------------|-----------|------------|-------|-------|--------------------------|
| 1 | B. T. Aspen | Sawtimber | 0.5 | MBF | 15.8 | \$15,954.20 |
| 1 | B. T. Aspen B. T. Aspen | Sawumber | 0.5 | MBF | 15.0 | \$15, 5 54.20 |
| | B. T. Aspen Basswood | | 22.9 | MBF | | |
| | Beech | | 4.4 | MBF | | |
| | | | | MBF | | |
| | Red Maple | | 1.4 | | | |
| | Sugar Maple | Dulaurad | 26.2 | MBF | | |
| | Mixed Hardwood | Pulpwood | 163.0 | Cords | | |
| | Basswood | | 39.0 | Cords | | |
| | Beech | | 22.0 | Cords | | |
| | Red Maple | | 3.0 | Cords | | |
| | Sugar Maple | | 99.0 | Cords | | |
| 2 | B. T. Aspen | Sawtimber | 0.8 | MBF | 25.9 | \$26,176.55 |
| | B. T. Aspen | | 0.8 | MBF | | |
| | Basswood | | 37.6 | MBF | | |
| | Beech | | 7.1 | MBF | | |
| | Red Maple | | 2.3 | MBF | | |
| | Sugar Maple | | 42.9 | MBF | | |
| | B. T. Aspen | Pulpwood | 1.0 | Cords | | |
| | B. T. Aspen | | 1.0 | Cords | | |
| | Mixed Hardwood | | 268.0 | Cords | | |
| | Basswood | | 64.0 | Cords | | |
| | Beech | | 37.0 | Cords | | |
| | Red Maple | | 5.0 | Cords | | |
| | Sugar Maple | | 162.0 | Cords | | |
| 3 | B. T. Aspen | Sawtimber | 9.7 | MBF | 2.1 | \$1,991.75 |
| | B. T. Aspen | | 9.7 | MBF | | . , |
| | , B. T. Aspen | Pulpwood | 57.0 | Cords | | |
| | B. T. Aspen | | 57.0 | Cords | | |
| | Mixed Hardwood | | 1.0 | Cords | | |
| | Sugar Maple | | 1.0 | Cords | | |
| 4 | B. T. Aspen | Sawtimber | 65.5 | MBF | 6.5 | \$7,832.55 |
| | B. T. Aspen | Gawaniber | 65.5 | MBF | 0.0 | ¢1,002.00 |
| | B. T. Aspen | Pulpwood | 132.0 | Cords | | |
| | B. T. Aspen | - | 132.0 | Cords | | |
| | Mixed Hardwood | | 2.0 | Cords | | |
| | Black Cherry | | 2.0 | Cords | | |
| | Red Pine | | 7.0 | Cords | | |
| | Red Pine Red Pine | Sawtimber | 1.7 | MBF | | |
| | Red Pine Red Pine | Pulpwood | 4.0 | Cords | | |
| 5 | B. T. Aspen | Sawtimber | 2.0 | MBF | 26.1 | ¢12 027 75 |
| э | • | Sawumber | 2.0 2.0 | | ∠0. I | \$43,937.75 |
| | Quaking Aspen | | | MBF | | |
| | Basswood | | 48.4 | MBF | | |
| | Beech | | 46.5 | MBF | | |
| | Red Maple | | 16.1 | MBF | | |
| | Sugar Maple | | 55.4 | MBF | | |
| | B. T. Aspen | Pulpwood | 3.0 | Cords | | |
| | Quaking Aspen | | 3.0 | Cords | | |
| | Misc. Species 1 | | 16.0 | Cords | | |
| | Mixed Hardwood | | 538.0 | Cords | | |
| | Basswood | | 99.0 | Cords | | |
| | Beech | | 192.0 | Cords | | |
| | Ironwood | | 14.0 | Cords | | |
| | Red Maple | | 70.0 | Cords | | |
| | Sugar Maple | | 163.0 | Cords | | |

| TOTAL: | 389.7 | MBF |
|--------|---------|-------|
| TOTAL: | 1,188.0 | Cords |

Sale Specific Conditions & Requirements

Sale Name: Section 6 Hardwoods

Sale Number: 52-020-18 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 red paint and an unpainted two track. Exterior sale boundary lines against state are marked with red paint. The interior Payment Unit boundary between Payment Units 1 and 2 is an unpainted two track. Interior regeneration gaps are bounded by yellow paint. The painted boundary line trees are not Included Timber and are to be protected.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 3, 4, and 5, cut all trees that are two (2) inches or more at DBH. In addition, within Payment Unit 4, cut and drop all red painted trees into the adjacent A3 stand for horizontal habitat.

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 orange paint above and below stump height, regardless of merchantability. In addition, within the designated regeneration gaps bounded by yellow paint, cut all trees (2) inches or more at DBH.

2.1.11 - Description of timber note (2/04)Note that Misc. Species 1 = dead ash, which is designated for cutting.

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.

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 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

4.1.3 - 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 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. These roads must be rendered impassable to cars and trucks. Contact the sale administrator for specific details of design and placement.

4.2 - Maintenance

4.2.4 - Grading (10/16)

For completion of the sale, state forest roads must be graded. In general, this will require a road grader or bull dozer to shape up the roads after forest products have been hauled off site. This includes cleaning of drainage areas, grading, crowning and filling with gravel, if necessary. The grading equipment to be used must be approved by the Unit Manager or his/her representative.

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

5.2.1.8 - Slash height (12/08)

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

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

5.2.3.3 - Bark slippage restriction (3/09)

Within Payment Unit(s) 1 and 2, unless changed by written agreement, cutting and skidding are not permitted during the period of April 15 to July 15. This restriction is because of bark slippage.

5.2.29 - Shrub protection (9/07)

Do not cut or damage hawthorn, witch-hazel, dogwood or juneberry. 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.

5.2.40 - Pathway protection (10/10)

The hiking trail is shown on the Timber Sale Map. Do not cut trees or damage posts with blue pathway markers. Maintain a 20-foot wide slash, debris, and rut free zone daily, using the pathway as the centerline. Do not run equipment down the

pathway. Skidding across the trail may only occur in locations approved by the sale administrator.

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.

5.4.4 - Slope protection (5/15)

Skid trails and roads on slopes shall be water barred with slash, stumps, and/or clean straw bales native to the area as soon as use is complete to prevent erosion.

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

6.2.2 - 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 from the sale area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed.

6.2.3 - Recreational trail posting (2/10)

The Purchaser is responsible for posting and maintaining caution signs on the hiking trail prior to beginning operations. The trail must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic at both ends of the trail. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

