

DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

TIMBER SALE PROSPECTUS #6716

<u>SCHEDULED SALE DATE AND TIME:</u> 3:00 p.m. (local time) on August 4, 2020. <u>LOCATION:</u> INDIAN RIVER FIELD OFFICE, 6984 WILSON, INDIAN RIVER, MI 49749.

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:

Aspen Clone Wars (52-107-18) / T33N, R03W, SEC. 18, NENW,S1/2NW. T33N, R03W, SEC. 6 , SENW,SWNE,E1/2SW,W1/2SE. T33N, R03W, SEC. 7 , SENW,NE,E1/2SW,N1/2SE,SWSE. T33N, R03W, SEC. 8 , W1/2NW. Cheboygan County, Advertised Price \$35,144.50, 118.9 Acres, Aspen, Hardwood. SALE NOTE: Note that Payment Unit 4 is an optional Payment Unit (see spec 2.1.11 for details).

Payment Unit 3 may require coordination with the Cheboygan County Road Commission for operating and decking along Marl Creek Road.

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

Aspen Clone Wars (52-107-18) T33N, R03W, SEC. 18; T33N, R03W, SEC. 6; T33N, R03W, SEC. 7; T33N, R03W, SEC. 8. Cheboygan County (Advertised Price \$35,144.50)

SALE NOTE: Note that Payment Unit 4 is an optional Payment Unit (see spec 2.1.11 for details).

Payment Unit 3 may require coordination with the Cheboygan County Road Commission for operating and decking along Marl Creek Road.

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.

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*		ADVERTISED PRICE	
Sawtimber Mixed Aspen Pulpwood	287.90 MBF	\$	40.00 / MBF	
Mixed Aspen Mixed Hardwood	1,075.00 Cords 430.00 Cords	\$ \$	14.60 / Cord 18.45 / Cord	

BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of \$1,757.23 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 06/30/2023.

Description of Timber by Payment Unit (PU)

БШ		PROBLICE			40050	
PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Mixed Aspen	Sawtimber	95.0	MBF	34.3	\$10,780.15
	B. T. Aspen		1.5	MBF		
	Balsam Poplar		3.8	MBF		
	Quaking Aspen		89.7	MBF		
	Mixed Aspen	Pulpwood	262.0	Cords		
	Mixed Hardwood		171.0	Cords		
2	Mixed Aspen	Sawtimber	102.6	MBF	50.4	\$13,014.45
	B. T. Aspen		1.7	MBF		
	Quaking Aspen		100.9	MBF		
	Mixed Aspen	Pulpwood	513.0	Cords		
	Mixed Hardwood		77.0	Cords		
3	Mixed Aspen	Sawtimber	40.2	MBF	16.1	\$5,241.60
	B. T. Aspen		17.5	MBF		
	Quaking Aspen		22.7	MBF		
	Mixed Aspen	Pulpwood	168.0	Cords		
	Mixed Hardwood		64.0	Cords		
4	Mixed Aspen	Sawtimber	50.1	MBF	18.1	\$6,108.30
	B. T. Aspen		17.8	MBF		
	Quaking Aspen		32.3	MBF		
	Mixed Aspen	Pulpwood	132.0	Cords		
	Mixed Hardwood		118.0	Cords		
		TOTAL:	287.9	MBF		
		TOTAL:	1,505.0	Cords		

Sale Specific Conditions & Requirements

Sale Name: Aspen Clone Wars

Sale Number: 52-107-18 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 red and purple paint. Exterior sale boundary lines against state are marked with red paint. Exterior sale boundary lines delineating long term retention are marked with purple 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) 1-4, cut all trees that are two (2) inches or more at DBH, except do not cut any oak, service berry, hawthorn, sumac, den trees, or any teal marked trees. In addition, do not cut any conifer trees, except scotch pine, which is designated for cutting.

2.1.11 - Description of timber note (2/04)

Note that Payment Unit 4 is an optional cutting unit. If the Purchaser elects not to cut Payment Unit 4, the value of the Payment Unit will be deducted from the total contract value via a contract amendment. No damages will be assessed if Payment Unit 4 goes uncut, providing all other Payment Units are harvested by the contract's expiration date.

2.2 - Utilization

2.2.3 - Stump heights (4/07)

Stump heights within Payment Unit 1 shall not exceed 6 inches for all trees. This is in order to facilitate potential planting operations.

2.2.9 - No chipping permitted (12/08)

Within Payment Unit(s) 3 and 4, all wood must be removed by roundwood. No chipping is permitted. Limbs and tops must be scattered and left on site.

2.2.10 - No chipping tops and limbs (8/16)

Within Payment Unit(s) 1 and 2, chipping of limbs or tops is not permitted. Limbs and the remaining top must be left on site and scattered.

3 - Payments

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. In addition, extreme care should be taken to avoid damage to tree seedlings and saplings.

No damage is acceptable to residual 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.

- 3.6 Payment Unit Cutting Schedule
 - 3.6.2 One active unit (12/08)

Each Payment Unit must be completed to the satisfaction of the Unit Manager or his/her representative before the next unit may be opened. The Purchaser must give one week of notice before completion of harvest within a Payment Unit to allow for inspection.

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 utilized or evenly distributed and not left in piles or windrows.

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, not left in windrows and kept a minimum of 10 feet back from the road edge if not otherwise utilized. Merchantable timber cleared for road construction is to be decked separately and scaled. The Purchaser will be charged at the purchase price or current stumpage rate, whichever is available for each species. 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. 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 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 if used for access and/or hauling. In general, this may 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

5.2 - 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

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

Within all Payment Units, 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.

5.2.4 - Dead and Down Creation

5.2.4.2 - Dead and down creation, hare and grouse (1/14)

To improve habitat for snowshoe hare, grouse, and other species, the Purchaser is to leave two trees, nine (9) inches or larger in diameter on the ground for every two acres. They should be scattered throughout the sale or positioned per the sale administrator's instruction. They can be of any designated cut-tree species and can be an un-merchantable (cull) piece of wood or full tree, provided they are not existing den trees.

5.2.29 - Shrub protection (9/07)

Do not cut or damage hawthorn, sumac, or juneberry (serviceberry). These woody-shrub plants are highly beneficial to various wildlife species. It is the responsibility of the Purchaser to minimize impact to these shrubs. The Purchaser will work with the sale administrator to determine the best location for skid trails to minimize damage to shrubs.

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.

5.2.39 - ORV trail/route protection (4/18)

The Tomahawk Trail is an ORV trail or route and is shown on the Timber Sale Map. Do not cut trees or damage posts with ORV markers. All stumps within 5 feet of the trail must be cut off at either 3 feet or more above ground level or flush with the ground. Maintain a 10 foot wide slash, debris and rut free zone daily using the ORV trail or route as the centerline. Do not run equipment down the ORV trail or route. Skidding across the trail or route may only occur in locations approved by the sale administrator.

5.2.41 - Snowmobile trail protection (9/11)

Trail 765 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. 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 1. 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. Maintain a 10 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 during the period of December 1-March 31. Outside of this period, the Purchaser may work with the County Road Commission to secure permission for decking along any county road. All stumps within 20 feet of the snowmobile trail must be cut either at ground level or at least three feet above 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.

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 the access/haul route 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 Snowmobile Trail 765 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.

6.2.3 - Recreational trail posting (2/10)

The Purchaser is responsible for posting and maintaining caution signs on the Tomahawk 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.



