

# DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

# TIMBER SALE PROSPECTUS #6679

<u>SCHEDULED SALE DATE AND TIME:</u> 10:00 a.m. (local time) on June 17, 2020. <u>LOCATION:</u> SE REGION-WILD, 3580 STATE PARK DRIVE, BAY CITY, MI 48706.

CONTACT NAME: Don Bonnette PHONE NUMBER: (989) 385-5616

PROSPECTUS NOTE: It is recommended that for the duration of the "Stay Home, Stay Safe" executive order that bidders submit their bids through the Online Bidding System (https://www2.dnr.state.mi.us/VMSOnlineBidding/). If you need to register, contact Jake Reid (ReidJ6@michigan.gov, 517-284-5908) or Donovan Asselin (AsselinD@michigan.gov, 517-930-1326). Paper bids will still be accepted during this time, either dropped in the bid box at the bid location or by mailing. If mailing, please allow for additional 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 Game Area Manager, CASS CITY FIELD OFFICE, for certain timber on the following described lands:

Leix Aspen Mix (55-122-20) / T12N, R09E, SEC. 33, E1/2NW,SWNE. T12N, R09E, SEC. 34, N1/2NE,N1/2SW. Tuscola County, Advertised Price \$28,468.20, 90.8 Acres, Aspen, Hardwood. SALE NOTE: Access may be through other public land.

# TIMBER SALE INFORMATION

#### Leix Aspen Mix (55-122-20) T12N, R09E, SEC. 33; T12N, R09E, SEC. 34. Tuscola County (Advertised Price \$28,468.20)

#### SALE NOTE: Access may be through 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:

| PRODUCTS & SPECIES | ESTIMATED UNITS* |       | <u>ADV</u> | ADVERTISED PRICE |  |
|--------------------|------------------|-------|------------|------------------|--|
| Sawtimber          |                  |       |            |                  |  |
| Black Cherry       | 12.60            | MBF   | \$         | 69.00 / MBF      |  |
| Green Ash          | 5.60             | MBF   | \$         | 22.00 / MBF      |  |
| Mixed Aspen        | 322.30           | MBF   | \$         | 24.00 / MBF      |  |
| Red Maple          | 131.30           | MBF   | \$         | 25.00 / MBF      |  |
| Pulpwood           |                  |       |            |                  |  |
| Mixed Aspen        | 920.00           | Cords | \$         | 8.80 / Cord      |  |
| Mixed Hardwood     | 978.00           | Cords | \$         | 8.55 / Cord      |  |

#### BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of \$1,423.41 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 04/01/2022.

#### Description of Timber by Payment Unit (PU)

| PU | MARKET GROUP   | PRODUCT   | QUANTITY | UNIT  | ACRES | ADVERTISE PRICE |
|----|----------------|-----------|----------|-------|-------|-----------------|
| 1  | Black Cherry   | Sawtimber | 10.6     | MBF   | 34.8  | \$10,238.70     |
|    | Green Ash      |           | 4.7      | MBF   |       |                 |
|    | Mixed Aspen    |           | 106.5    | MBF   |       |                 |
|    | Red Maple      |           | 47.8     | MBF   |       |                 |
|    | Mixed Aspen    | Pulpwood  | 279.0    | Cords |       |                 |
|    | Mixed Hardwood |           | 374.0    | Cords |       |                 |
| 2  | Black Cherry   | Sawtimber | 2.0      | MBF   | 28.7  | \$10,336.05     |
|    | Green Ash      |           | 0.9      | MBF   |       |                 |
|    | Mixed Aspen    |           | 128.1    | MBF   |       |                 |
|    | Red Maple      |           | 65.1     | MBF   |       |                 |
|    | Mixed Aspen    | Pulpwood  | 291.0    | Cords |       |                 |
|    | Mixed Hardwood |           | 341.0    | Cords |       |                 |
| 3  | Mixed Aspen    | Sawtimber | 87.7     | MBF   | 27.3  | \$7,893.45      |
|    | B. T. Aspen    |           | 33.3     | MBF   |       |                 |
|    | Cottonwood     |           | 7.1      | MBF   |       |                 |
|    | Quaking Aspen  |           | 47.3     | MBF   |       |                 |
|    | Red Maple      |           | 18.4     | MBF   |       |                 |
|    | Mixed Aspen    | Pulpwood  | 350.0    | Cords |       |                 |
|    | Mixed Hardwood |           | 263.0    | Cords |       |                 |
|    |                | TOTAL:    | 471.8    | MBF   |       |                 |
|    |                | TOTAL:    | 1,898.0  | Cords |       |                 |

## Sale Specific Conditions & Requirements

#### Sale Name: Leix Aspen Mix

Sale Number: 55-122-20 Seq#: 2

#### 1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (9/19)

The sale boundary and Payment Unit boundaries are marked and identified by red paint. Exterior sale boundary lines against private property are marked with blue 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) 1-3, cut all trees that are two (2) inches or more at DBH, except do not cut white pine, oak, hemlock, cedar, apple, beech, and spruce. Special protection trees identified in accordance with condition 3.4.2, within clearcutting unit boundaries, are not Included Timber and are to be protected.

2.1.11 - Description of timber note (2/04)Note that Misc. Species 1 = black gum.

#### 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 4 inches for trees smaller than 10 inches DBH.

2.2.4 - Skidding length (2/14)Skidding of unlimbed tops is not permissible.

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

Within Payment Unit(s) 1-3, chipping of the bole, 2-inches in diameter or greater, is allowed. Chipping of limbs or portions of the tree less than 2-inches in diameter is not permitted. Limbs and the remaining top must be left on site and scattered.

#### 3 - Payments

3.4 - Damaged Timber

#### 3.4.2 - Special Protection Trees (4/14)

The Purchaser shall not cut live or dead special protection trees within cutting units or clearings. Special protection trees are oak, hemlock and apple. If the Purchaser's operations have cut or damaged special protection trees through carelessness, the Purchaser shall pay \$100 as fixed, agreed and liquidated damages for each special protection tree cut or damaged. Such payment does not constitute ownership of the undesignated 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 a one week notice before finishing a 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 dispersed throughout the sale.

# 4.1.7 - Road closure (10/11)

All new and existing skid trails into any payment unit must be blocked to vehicle traffic upon completion of the sale. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth. All stumps from road building and landing construction must be reserved to block any newly constructed roads upon completion of the sale. 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 driveway construction and culvert installation permits that may be required. This specification applies to Payment Unit 3, which will require the installation of a temporary driveway for access.

### 4.1.12 - No new roads (1/12)

No new roads will be permitted in any Payment Unit. All operations are limited to existing roads. Skid trails only will be allowed.

## 4.4 - Access

## 4.4.4 - Restricted access (10/05)

When accessing any Payment Unit, existing vehicle barriers (i.e. guardrail, boulders, gates and wood posts) that are removed must be replaced upon the completion of the unit. The repair or replacement of any barriers that are damaged during removal is the responsibility of the Purchaser.

#### 5 - Operations

#### 5.1 - Notification

#### 5.1.1 - Pre-sale conference (10/16)

A pre-sale conference 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 10 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.

#### 5.1.6 - Utility R.O.W. (4/19)

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 specification applies to Payment Unit 3.

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.8 - Slash height (12/08)No slash or tree tops may exceed 48 inches in height.

#### 5.2.1.10 - No slash in openings (5/10)

No brush or logging debris is to be left in any opening which is indicated by G0 or U0 on the Timber Sale Map. Any damage to the opening shall be repaired according to specifications of the Unit Manager or his/her representative.

#### 5.2.1.11 - Slash for reforestation (5/07)

To facilitate reforestation, the sale area shall be left with slash evenly distributed. Bunched tops within the cutting area shall be broken up and scattered. Stumps shall be cut low to the ground. Processing sites shall not be left with a compacted layer of slash; tops from these sites shall be hauled back into the cut area and scattered.

# 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) 1-3, cutting, skidding, and hauling are not permitted during the period of April 1 - July 1. In addition, within the P9 stand in Payment Unit 3 (see Timber Sale Map), harvesting operations are limited to dry or frozen ground conditions. The sale administrator will determine what constitutes dry or frozen ground conditions. This restriction is required to prevent damage to saturated soils, avoid the peak of wildlife breeding and nesting season, minimize rutting, maximize regeneration, and minimize bark slip.

## 5.2.3.12 - Hunting operating restriction (1/18)

No Payment unit may be started during the period of November 1 - 30 without permission of the Unit Manager or his/her representative. In addition, cutting skidding and hauling are not permitted during the period of November 15 - 20.

# 5.2.4 - Dead and Down Creation

## 5.2.4.4 - Dead and down creation, grouse (6/18)

To encourage grouse and other wildlife, in Payment Unit(s) 1-3 leave one, 12" or larger diameter (or largest diameter trees within stand) whole tree on the ground for every 2 acres, preferably a hardwood species such as maple. These trees will be evenly scattered throughout the unit.

## 5.2.31 - Landing locations (9/13)

Landing areas are marked on the Timber Sale Map with the letter "L". Landings must be confined to these designated sites unless otherwise authorized by the Unit Manager or his/her representative. In general, landings are limited to a "T" turnaround which will accommodate a truck with a 50 foot trailer.

## 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.

# 5.2.37 - No decking areas (12/08)

No decking is allowed in any parking area. In addition, no equipment storage is allowed in any parking area.

#### 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 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.

#### 5.4.3 - Erosion control (12/08)

Skid trails or haul roads may require erosion control structures or berms per direction of the Unit Manager or his/her representative.

#### 5.4.6 - Wet area protection (5/10)

No harvesting operations, including skidding and felling, are to take place within the vernal pond areas or drainages when standing or flowing water is present. When harvesting occurs, there should be no disturbance to the vernal pond depression. All equipment, trees and tops should be kept out of this area. Within 100 feet of the pond, equipment should only be used when the soil is in a dry or frozen condition. Care must be taken by the Purchaser to identify and avoid operating in these areas of the timber sale.

## 5.7 - Protection of Historical Sites

# 5.7.2 - Potential historical site(s) (9/06)

The State Historic Preservation Office has identified the potential for a historic site within the boundary of this timber sale. Note that if the site is discovered during operations, General Condition and Requirement 5.7 - Protection of Historical Sites

will apply.

# 7 - Other Conditions

7.5 - Loss

# 7.5.1 - Deteriorating timber (7/09)

The sale area has received damage from emerald ash borer. Ash trees included in this sale are deteriorating quickly. 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.

# 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 are managed as a State Game Area.

