

# DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN TIMBER SALE PROSPECTUS #7103

SCHEDULED SALE DATE AND TIME: 9:00 a.m. (local time) on August 23, 2022. LOCATION: GAYLORD MGMT UNIT, 1732 WEST M 32, GAYLORD, MI 49735.

<u>CONTACT NAME:</u> Lucas Merrick <u>PHONE NUMBER:</u> (989) 732-3541

<u>PROSPECTUS NOTE:</u> All bid openings for the Gaylord Management Unit (Gaylord Field Office and Indian River Field Office) will be held at the Gaylord Field Office regardless of sale location within the unit. All payments and contract executions will now be handled through the Gaylord Field Office. The Indian River Field Office will no longer accept payments or hard paper copies of timber sale bids. Payments for all contracts, use permits, bonds, etc. should be sent to the Gaylord Field Office.

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:

Nursery Mix (52-005-22) / T33N, R04W, SEC. 33, NW.

Charlevoix County, Advertised Price \$30,905.05, 36.6 Acres, Red Pine, Spruce/Fir/Tamarack.

SALE NOTE: All units of volume listed for this sale were estimated using the Inventory Manager computer program and the new Michigan taper model.

Short duration, no extensions, flat ground, lots of understory, good access

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. All units of volume listed below were estimated using the Inventory Manager computer program and the new Michigan taper model. Bids must be at or above the following advertised price for each product and species:

PRODUCTS & SPECIES	<b>ESTIMATE</b>	ED UNITS*	<u>adve</u>	ERTISED PRICE
Sawtimber				
Misc. Species 1	50.9	MBF	\$	5.00 / MBF
Red Pine	190.2	MBF	\$	90.00 / MBF
White Spruce	6.8	MBF	\$	19.00 / MBF
Pulpwood				
Misc. Species 1	133	Cords	\$	2.25 / Cord
Red Pine	390	Cords	\$	32.60 / Cord
White Spruce	47	Cords	\$	8.30 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 42.96 percent. There are an estimated 1,123 cords on this timber sale, plus or minus 482 cords at the 95% confidence level. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

## **BOND AND PAYMENT SCHEDULE:**

- 1. A bond in the amount of \$1,545.25 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 remainder is due before cutting begins.
  - (c) Payment for each of the following units must be made before cutting begins in that unit:

PAYMENT UNIT NUMBER

PERCENT OF TOTAL SALE VALUE

100.0%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 05/31/2023.

## **SALE STATISTICS**

Volumes were calculated in cubic feet using the Michigan taper model. Cubic foot volume includes all wood inside bark for the product indicated. For display purposes, cubic feet were converted to cords and MBF using a simple conversion factor, e.g. 79 cubic feet per cord and 185 cubic feet per MBF. The cubic foot volumes are precise; the cords and MBF volumes are not. Cubic foot volume cannot be directly converted to cords or boards with precision.

## **SALE VOLUMES**

The total estimated sale volume may not equal the sum of the species/products due to the nature of statistical calculations associated with double sampling methodology.

VOLUME			STATISTICAL RANGE IN CORDS		
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM	
88,698	1,123	42.96%	640	1,605	

# **VDU VOLUMES**

A VDU is a Volume Determination Unit. Volumes and their associated statistics are calculated at the VDU level and summarized to the sale level. There is often a one to one relationship between a VDU and a Payment Unit, but not always, depending on the cruise design. Refer to the VDU TO PAYMENT UNIT table.

	VOLUME			RANGE IN CORDS	
VDU	TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
1	7,801	99	133.47%	33	231
2	73,559	931	23.85%	709	1,153
3	7,339	93	37.86%	58	128
TOTAL:	88,698	1,123		734	1,512

# **VDU TO PAYMENT UNIT**

When a VDU is associated with more than one Payment Unit (PU), the VDU volumes are assigned to the PU based on acres of the VDU within the PU.

VDU	VDU ACRES	PU	PU ACRES
1	29.0	1	29.0
2	5.9	1	5.9
3	1.7	1	1.7
TOTAL:	36.6		36.6

# **DESCRIPTION OF TIMBER BY PU (PU)**

		- ( - /				
PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Misc. Species 1	Sawtimber	50.9	MBF	36.6	\$30,905.05
	Misc. Species 1		18.0	MBF		
	White Pine		32.9	MBF		
	Red Pine		190.2	MBF		
	White Spruce		6.8	MBF		
	Misc. Species 1	Pulpwood	133	Cords		
	Misc. Species 1		57	Cords		
	White Pine		76	Cords		
	Red Pine		390	Cords		
	White Spruce		47	Cords		
		TOTAL:	247.9	MBF		
		TOTAL:	570	Cords		

# Sale Specific Conditions & Requirements

Sale Name: Nursery Mix Sale Number: 52-005-22 Seq#: 1

#### 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 state are marked with red paint. Retention patches are marked with teal paint; no harvesting activities may occur within these areas.

## 2 - Timber Specifications

## 2.1 - Included Timber

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

Within Payment Unit(s) 1, cut all trees that are two (2) inches or more at DBH.

## 2.1.11 - Description of timber note (2/04)

Note that Miscellaneous species 1 includes white oak, black locust, red oak, elm, white pine, black cherry, red maple, and sugar maple.

## 2.2 - Utilization

# 2.2.2 - Chipping required (2/18)

This area must be chip harvested to facilitate future silvicultural activities. Products may be produced as roundwood and forwarded to decking areas in final product length, but the tops must be left intact and skidded to the landing for chipping in order to minimize the amount of residual slash. The requirement to retain approximately 1/6 to 1/3 of tree tops and limbs less than four inches in diameter does not apply (G. C. & R. 2.2). This is because this site is being prepped to establish a hardwood nursery.

# 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.

## 4.1.12 - 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.

## 4.2 - 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 bulldozer 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.

## 4.2.5 - Two wheel drive condition (2/04)

All existing trail roads on and adjacent to the sale area must be passable by two-wheel drive traffic for the duration of the sale.

## 5 - Operations

# 5.2 - Conduct of Operations

## 5.2.1.13 - Dispose of slash as directed (12/05)

Slash is to be disposed of as directed by the sale administrator.

## 5.2.32 - 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.

## 5.2.40 - 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.

# 5.2.41 - 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, 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. 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. No decking of forest products will be permitted along the snowmobile trail. 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.

## 5.6 - Debris and Waste Material

## 5.6.3 - Equipment cleaning (12/17)

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. Off-Road Equipment brought on site must be clean and free from plant material and soil prior to arrival on any Payment Unit. Off-Road Equipment shall be cleaned of plant material and dirt prior to being moved to a new stand within the sale. Plant material includes leaves, stems, roots and seeds. 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. This is to prevent the spread of invasive plant species.

# 5.7 - Protection of Historical Sites

## 5.7.1 - Historical sites (7/12)

The Purchaser shall not cut live or dead trees or operate equipment within historical sites. Historical sites are marked with pink ribbon. The Purchaser shall protect historical sites from damage by the Purchaser's operations. If Purchaser's operations have cut or damaged historical sites through carelessness, the Purchaser shall pay \$1000 as fixed, agreed and liquidated damages for each acre or part thereof cut or damaged.

## 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.

# 6 - Safety and Fire Prevention

## 6.2 - Signing

## 6.2.1 - Road posting (10/20)

The Purchaser is responsible for posting and maintaining caution signs on Chandler Hill Road 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 (10/20)

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. The Purchaser will provide these signs.

## 6.2.3 - Recreational trail posting (10/20)

The Purchaser is responsible for posting and maintaining caution signs on the hiking trail prior to beginning operations. The trail must be posted 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.

## 7 - Other Conditions

## 7.2 - Extensions

# 7.2.2 - No extensions (3/09)

There will be no extensions granted on this contract. This sale is already scheduled for planting.

## 7.2.3 - Salvage extension (6/13)

This is a salvage sale with a short contract length. The sale must be harvested promptly. One (1), twelve (12) month extension can be applied to one (1) other State Forest Timber Sale Contract owned by the purchaser or owned by one (1) designated sub-contractor of the Purchaser that works this contract. To qualify, the contract expiration date of the contract to be extended must be within twelve (12) months from the issue date of this contract. If this is the first extension on the other State Forest Timber Sale Contract, then the 5% extension fee will be waived. If this is an additional extension, the 10% fee will be reduced to 5%. The salvage extension must be used before this contract is closed-out. This specification does not alleviate the purchaser from any contractual obligations of the extended State Forest Timber Sale Contract. Per General Condition & Requirement 7.2, extensions are at the sole discretion of the DNR.

## 8 - Performance and Settlement

## 8.3 - Uncompleted or Terminated Contracts

# 8.3.1 - Completion of contract, chipping (1/16)

In addition to cutting, all chipping must be completed by the contract expiration date. If chipping has not been completed, an extension fee or damages may be charged per General Condition & Requirement 7.2 and 8.3.

Section Name: Sale Specific Current as of 7/27/2022 12:05:45PM

