

# DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN <u>TIMBER SALE PROSPECTUS #7517</u>

# SCHEDULED SALE DATE AND TIME: 9:00 a.m. (local time) on November 6, 2024. LOCATION: GAYLORD MGMT UNIT, 1732 WEST M 32, GAYLORD, MI 49735.

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

<u>PROSPECTUS NOTE</u>: 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:

Public Relations Oak and Aspen (52-125-23) / T35N, R03W, SEC. 26, N1/2SW, SESW, W1/2SE. Cheboygan County, Advertised Price \$18,919.70, 99.8 Acres, Aspen, Red Oak.

SALE NOTE: Winter harvest only (see spec 5.2.3.1). Presale conference on site required (spec 5.1.1). Landing and skid trails have been identified; only portions of the sale have been marked for thinning outside of the gaps (see all included maps).

Trace amounts of red pine, white pine, and jack pine have been marked for operational considerations and were not picked up on the cruise.

There is a very high achieved error for this sale due to implemented gaps and systematic plot layout. Buyer beware. 4-year contract, no extensions.

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	<u>ESTIMATE</u>	<u>ED UNITS*</u>	<u>AD\</u>	ERTISED PRICE
Sawtimber				
B. T. Aspen	152.0	MBF	\$	45.00 / MBF
Red Oak	50.3	MBF	\$	118.00 / MBF
Pulpwood				
B. T. Aspen	246	Cords	\$	12.85 / Cord
Red Maple	16	Cords	\$	13.95 / Cord
Red Oak	91	Cords	\$	27.60 / Cord
White Oak	9	Cords	\$	27.60 / Cord

\* The total volume is statistically estimated within plus (+) or minus (-) 38.84 percent. There are an estimated 838 cords on this timber sale, plus or minus 326 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 \$945.99 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 01

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 12/31/2028.

## 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	
66,203	838	38.84%	512	1,164	

## **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
17	28,285	358	41.88%	208	508
19	17,096	216	47.57%	113	319
191	20,822	264	80.01%	53	474
TOTAL:	66,203	838		374	1,302

#### 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.

TOTAL:	99.8		99.8
191	16.5	1	16.5
19	20.4	1	20.4
17	62.9	1	62.9
VDU	VDU ACRES	PU	PU ACRES

# DESCRIPTION OF TIMBER BY PU (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	B. T. Aspen	Sawtimber	152.0	MBF	99.8	\$18,919.70
	Red Oak		50.3	MBF		
	Northern Pin Oak		5.0	MBF		
	Red Oak		45.3	MBF		
	B. T. Aspen	Pulpwood	246	Cords		
	Red Maple		16	Cords		
	Red Oak		91	Cords		
	Northern Pin Oak		6	Cords		
	Red Oak		85	Cords		
	White Oak		9	Cords		
	White Oak	Sawtimber	1.7	MBF		
	White Oak	Pulpwood	6	Cords		
		TOTAL:	202.3	MBF		
		TOTAL:	362	Cords		

## Sale Specific Conditions & Requirements

## Sale Name: Public Relations Oak and Aspen

Sale Number: 52-125-23 Seq#: 2

#### 1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (9/19)

The sale boundaries are marked and identified by blue, red, and yellow 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 gap boundaries are marked with yellow paint. The painted boundary line trees are not Included Timber and are to be protected unless marked with orange or purple paint.

## 2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1, within the yellow painted gaps, cut all trees that are two (2) inches or more at DBH, except do not cut any conifers.

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

Within Payment Unit(s) 1, all trees are designated for cutting when marked with orange or purple paint above and below stump height, regardless of merchantability. Trees marked with purple paint indicate a designated skid trail between gaps. Reasonable care must be taken to not damage undesignated timber while navigating to orange marked trees.

## 2.2 - Utilization

2.2.6 - Roundwood operation required (3/21)

The skidding of whole trees or tree segments with limbs attached is prohibited. All products must be produced as roundwood and forwarded to existing roads or landing areas in final product length.

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

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

## 3 - Payments

## 3.3 - Pre-measured Sales

# 3.3.4 - Dividing payment units (7/14)

Payment Unit(s) 1 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 Amendment.

## 3.4 - Damaged Timber

## 3.4.1 - Damaged timber (7/16)

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.

Within the Sale Area outside of the gaps and skid trails, if more than 25% of the tree seedlings or saplings (1/4" to 4.5" DBH) within a specified portion of the Sale Area are damaged, liquidated damages will be assessed at \$250 per acre for all acreage within that specified portion of the Sale Area that was damaged.

No damage is acceptable to undesignated live merchantable trees. Within the Sale Area, if more than 5% 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

## 4.1.4 - Timber removed for construction (3/23)

Trees cut or damaged in the process of pre-approved road, landing or skid trail construction will be decked in an area separate from other Designated Timber and not removed until measured by the sale administrator. Payment will be made at contract prices or average prices, if not on the contract. This applies only to trees not already marked with purple or orange paint.

## 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 unless utilized for blocking skid trails or new roads at the end of the sale. 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. In general, this may require constructing a four (4') foot high berm of stumps and logs covered with earth. 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 specific details of design and placement.

## 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 discuss operations and sale layout. The Unit Manager or his/her representative must be contacted at least 5 days in advance to schedule the conference.

## 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

# 5.2.3.1 - Operating restrictions (9/11)

Within Payment Unit(s) 1, cutting, skidding, and hauling are limited to November 1 through March 31. This restriction is to minimize potential for erosion of roads and skid trails and to maximize paint visibility without leaves.

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

Within Payment Unit 1, 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.

## 5.2.31 - Landing locations (9/13)

The landing area is marked on the Timber Sale Map with the letter "L". The landing must be confined to this designated site unless otherwise authorized by the Unit Manager or his/her representative.

# 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 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.

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

Snowmobile Trail 767 is shown on the Timber Sale Map. Do not cut or damage posts with orange trail markers or traffic control signs. A snow-covered base must be left on the trail, and it must be rendered smooth and free of debris at the close of business every day. The snowmobile trail may only be crossed at locations indicated with skid trails. No decking of forest products will be permitted along the snowmobile trail. All stumps within 10 feet of the snowmobile trail must be cut at ground level or with a minimum 4-foot stump.

#### 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.

## 5.8 - 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

## 6.2.1 - Road posting (10/20)

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

The Purchaser is responsible for posting and maintaining caution signs on Trail 767 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.

## 7 - Other Conditions

## 7.2 - Extensions

7.2.2 - No extensions (3/09)

There will be no extensions granted on this contract.



