

# DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN <u>TIMBER SALE PROSPECTUS #7067</u>

# SCHEDULED SALE DATE AND TIME: 9:00 a.m. (local time) on July 11, 2022. LOCATION: GRAYLING MGMT UNIT, 1955 HARTWICK PINES ROAD, GRAYLING, MI 49738.

<u>CONTACT NAME:</u> Thomas Barnes <u>PHONE NUMBER:</u> (989) 348-6371

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

<u>Technician Party KW</u> (72-038-21) / T28N, R01W, SEC. 17, N1/2NW,SWNW.

T28N, R01W, SEC. 6 , SESW. T28N, R01W, SEC. 7 , E1/2NW,SWNE,E1/2SW,SE.

T28N, R01W, SEC. 8 , SENW, SW, W1/2SE.

T28N, R02W, SEC. 1 , SESE.

T28N, R02W, SEC. 12, NE,N1/2SE,SESE.

Crawford County, Advertised Price \$84,813.30, 498.8 Acres, Aspen, Jack Pine.

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

See sale spec 5.1.3 for information on nearby pipelines.

See sale spec 2.2.3 for information on stump heights.

See sale spec 5.2.41 for information on snowmobile trail protection.

See sale spec 5.8.1 for information on Kirtland Warbler 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

#### Technician Party KW (72-038-21)

T28N, R01W, SEC. 17; T28N, R01W, SEC. 6; T28N, R01W, SEC. 7; T28N, R01W, SEC. 8; T28N, R02W, SEC. 1; T28N, R02W, SEC. 12 Crawford County (Advertised Price \$84,813.30)

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

See sale spec 5.1.3 for information on nearby pipelines.

See sale spec 2.2.3 for information on stump heights.

See sale spec 5.2.41 for information on snowmobile trail protection.

See sale spec 5.8.1 for information on Kirtland Warbler 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.

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	ESTIMATE	ESTIMATED UNITS*		ADVERTISED PRICE	
Sawtimber					
Red Pine	29.9	MBF	\$	89.00 / MBF	
Pulpwood					
Black Cherry	6	Cords	\$	26.90 / Cord	
Jack Pine	4,875	Cords	\$	16.15 / Cord	
Quaking Aspen	100	Cords	\$	25.70 / Cord	
Red Oak	3	Cords	\$	24.65 / Cord	
Red Pine	19	Cords	\$	32.40 / Cord	

\* The total volume is statistically estimated within plus (+) or minus (-) 4.78 percent. There are an estimated 5,069 cords on this timber sale, plus or minus 243 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 \$4,240.67 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.
  - (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	3.8%
02	21.3%
03	4.1%
04	10.7%
05	16.7%
06	12.2%
07	15.1%
08	10.1%
09	6.0%

4. If no cutting takes place, the 10% down payment will not be refunded.

5. Operations on the contract issued will terminate on 09/30/2025.

## 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	
400,459	5,069	4.78%	4,826	5,312	

#### 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	85,399	1,081	7.12%	1,004	1,158
2	99,936	1,265	9.00%	1,151	1,379
5	82,985	1,050	15.66%	886	1,215
7	8,136	103	32.77%	69	137
8	12,822	162	12.09%	143	182
14	14,403	182	24.58%	138	227
16	96,777	1,225	7.91%	1,128	1,322
TOTAL:	400,459	5,069		4,519	5,619

# 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	109.5	1	20.1
		2	89.4
2	152.1	2	27.2
		3	26.1
		4	67.7
		5	31.1
5	78.4	5	31.7
		6	41.8
		7	3.0
		8	0.1
		9	1.8
7	37.3	5	11.8
		6	22.5
		8	0.4
		9	2.6
8	14.7	5	14.7
14	6.3	6	0.2
		9	6.1
16	100.5	6	1.6
		7	58.2
		8	40.7
TOTAL:	498.8		498.8

# DESCRIPTION OF TIMBER BY PU (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Black Cherry	Pulpwood	1	Cords	20.1	\$3,224.60
	Jack Pine		198	Cords		
	Jack Pine		198	Cords		
2	Black Cherry	Pulpwood	5	Cords	116.6	\$17,980.25
	Jack Pine		1,105	Cords		
	Jack Pine		1,105	Cords		
3	Jack Pine	Pulpwood	217	Cords	26.1	\$3,504.55
	Jack Pine		217	Cords		
4	Jack Pine	Pulpwood	563	Cords	67.7	\$9,092.45
	Jack Pine		563	Cords		
5	Jack Pine	Pulpwood	878	Cords	89.3	\$14,204.35
	Jack Pine	Sawtimber	5.8	MBF		
	Jack Pine	Pulpwood	866	Cords		
	Red Oak		1	Cords		
6	Red Pine	Sawtimber	0.9	MBF	66.1	\$10,354.55
	Jack Pine	Pulpwood	631	Cords		
	Jack Pine	Sawtimber	8.3	MBF		
	Jack Pine	Pulpwood	614	Cords		
	Quaking Aspen		2	Cords		
	Red Pine		1	Cords		
7	Jack Pine	Pulpwood	700	Cords	61.2	\$12,820.25
	Jack Pine	Sawtimber	0.4	MBF		
	Jack Pine	Pulpwood	699	Cords		
	Quaking Aspen		58	Cords		
	Red Oak		1	Cords		
8	Jack Pine	Pulpwood	464	Cords	41.2	\$8,546.25
	Jack Pine	Sawtimber	0.1	MBF		
	Jack Pine	Pulpwood	464	Cords		
	Quaking Aspen		40	Cords		
	Red Oak		1	Cords		
9	Red Pine	Sawtimber	29.0	MBF	10.5	\$5,086.05
	Jack Pine	Pulpwood	119	Cords		
	Jack Pine	Sawtimber	0.5	MBF		
	Jack Pine	Pulpwood	118	Cords		
	Red Pine		18	Cords		
		TOTAL:	29.9	MBF		
		TOTAL:	5,003	Cords		

# Sale Specific Conditions & Requirements

#### Sale Name: Technician Party KW

Sale Number: 72-038-21 Seq#: 2

#### 1 - Sale Area

- 1.2 Boundaries
  - 1.2.1 Painted boundaries (9/19)

The sale boundary and Payment Unit boundaries are primarily marked and identified by blue, red, and yellow paint, but also include unpainted designated boundaries. Exterior sale boundary lines against private property are marked with blue paint, with an exception for boundaries along Shupac Lake Road and a small section along Twin Bridge Road. These boundaries are unpainted and identified by the roads. Exterior sale boundary lines against state are marked with red paint, with an exception for boundaries along Jack Pine Plains Road, Twin Bridge Road, and Campground Road. These boundaries are unpainted and identified by the roads. There are also boundaries along unnamed forest roads that are unpainted and identified by the forest roads. These boundaries exist along the East edge of Payment Unit 3 and along the North edge of Payment Units 5, 6, and 8. Additionally, the Northeast boundary of Payment Unit 8 is unpainted and identified by the snowmobile trail. There are also several unpainted boundaries that are identified by a cover type change. These boundaries are located along the East edge of Payment Unit 7. Interior Payment Unit boundaries are marked with yellow paint. Retention patches are marked with red paint; no harvesting activities may occur within these areas. The painted boundary line trees are not Included Timber and are to be protected. Yellow painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1-9, cut all trees that are two (2) inches or more at DBH. Leave red pine in Payment Units 1-5 and leave red pine and white pine in Payment Units 7 and 8.

#### 2.2 - Utilization

2.2.2 - Chipping required (2/18)

Payment Units 1-9 must be chip harvested to meet Kirtland's warbler habitat requirements. 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).

2.2.3 - Stump heights (4/07)Stump heights within the Sale Area shall not exceed 6 inches for all trees, this is to facilitate planting operations.

#### 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 Amendment.

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 red pine within Payment Units 1-5, red and white pine in Payment Units 7 and 8, green painted trees, witness trees (which are painted red), and any Legacy trees. 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.

#### 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 chipped, utilized, or otherwise removed from 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 chipped, utilized, or otherwise removed from the sale. 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 and existing temporary access roads (shown on the Timber Sale Map) 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.

# 4.1.11 - Permits (2/12)

The Purchaser will secure any necessary permits that may be required.

# 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.

# 5.1.3 - Well heads and natural gas pipelines (11/15)

The Purchaser is responsible for contacting the gas or pipeline company and obtaining any necessary permits prior to operating equipment in the vicinity of well heads or natural gas pipelines.

## 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.

## 5.2 - Conduct of Operations

## 5.2.31 - Landing locations (9/13)

Landing areas are marked on the Timber Sale Map as the letter "L" with a circle surrounding it. Landings must be confined to these designated sites or other identified areas that are approved 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 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.

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

The Shupac Trail 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. 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 may not be used for any timber sale operations from December 1 through March 31 without written approval from the Unit Manager.

Page 7 of 10

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. In addition, any trees cut within 5 feet of the trail must be cut at ground level or have the stumps removed and disposed of according to the direction of the Unit Manager or his/her representative.

# 5.2.43 - Opening protection (2/21)

No activities are permitted in the cover type "U0" openings (shown on map) to the East of Payment Units 1 and 2, and to the North of Payment Unit 3. Any damage to the openings shall be repaired according to specifications of the Unit Manager or his/her representative.

## 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

# 5.8.1 - Kirtland's warbler (1) (10/12)

This sale is adjacent to a young jack pine stand which may be used by the endangered Kirtland's Warbler. The Department reserves the right to temporarily restrict all harvesting operations in a buffer zone of up to 500 feet if it is determined that Warbler territory has been established in the adjacent stand. The restricted period, if put into effect, would apply from May 1 to August 15.

## 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 County Road 612, Twin Bridge Road, Shupac Lake Road, Jack Pine Plains Road, and Campground 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 Shupac 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.



