

DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN TIMBER SALE PROSPECTUS #7071

SCHEDULED SALE DATE AND TIME: 9:00 a.m. (local time) on July 25, 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>Trippy Removal</u> (72-010-21) / T25N, R02W, SEC. 9, W1/2NW,W1/2SW. Crawford County, Advertised Price \$25,353.75, 50.3 Acres, Hardwood, Red 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 5.8.1 for information on Kirtland's Warbler habitat restrictions.
- See sale spec 5.2.3.4 for information on oak wilt restrictions.

Overstory removal with advanced regeneration that must be protected.

TIMBER SALE INFORMATION

<u>Trippy Removal (72-010-21)</u> T25N. R02W. SEC. 9.

Crawford County (Advertised Price \$25,353.75)

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Overstory removal with advanced regeneration that must be protected.

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>ESTIMATEI</u>	D UNITS*	<u>ADV</u>	ERTISED PRICE
Sawtimber				
Red Oak	54.4	MBF	\$	141.00 / MBF
Red Pine	57.1	MBF	\$	89.00 / MBF
White Oak	53.4	MBF	\$	64.00 / MBF
White Pine	13.5	MBF	\$	63.00 / MBF
Pulpwood				
B. T. Aspen	26	Cords	\$	25.70 / Cord
Mixed Oak	172	Cords	\$	24.65 / Cord
Red Maple	32	Cords	\$	26.90 / Cord
Red Pine	39	Cords	\$	32.40 / Cord
White Pine	63	Cords	\$	20.65 / Cord

^{*} The total volume is statistically estimated within plus (+) or minus (-) 6.09 percent. There are an estimated 751 cords on this timber sale, plus or minus 46 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 \$1,267.69 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

71.3%

02

28.7%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 09/30/2024.

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	
59,348	751	6.09%	705	797	

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
10	40,618	514	7.76%	474	554
33	18,729	237	9.51%	215	260
TOTAL:	59,348	751		689	814

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:	50.3		50.3
33	9.5	2	9.5
10	40.8	1	40.8
VDU	VDU ACRES	PU	PU ACRES

DESCRIPTION OF TIMBER BY PU (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Red Oak	Sawtimber	38.3	MBF	40.8	\$18,086.40
	Red Pine		57.1	MBF		**********
	White Oak		27.2	MBF		
	White Pine		13.5	MBF		
	Mixed Oak	Pulpwood	101	Cords		
	Red Oak		42	Cords		
	White Oak		59	Cords		
	Red Pine		39	Cords		
	White Pine		61	Cords		
2	Red Oak	Sawtimber	16.1	MBF	9.5	\$7,267.35
	White Oak		26.2	MBF		
	B. T. Aspen	Pulpwood	26	Cords		
	B. T. Aspen		5.0	MBF		
	B. T. Aspen	Pulpwood	16	Cords		
	Mixed Oak		71	Cords		
	Red Oak		32	Cords		
	White Oak		39	Cords		
	Red Maple		32	Cords		
	White Pine		2	Cords		
		TOTAL:	178.4	MBF		
		TOTAL:	332	Cords		

Sale Specific Conditions & Requirements

Sale Name: Trippy Removal Sale Number: 72-010-21 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 blue and red paint or are unmarked and identified by existing roads. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundary between Payment Units 1 and 2 is unmarked and identified by Pere Cheney Road. 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.

2 - Timber Specifications

2.1 - Included Timber

2.1.5 - Overstory removal unit(s) (8/11)

Within Payment Unit(s) 1 and 2, all trees which meet minimum piece specifications in 2.2 Utilization, are designated for cutting, except do not cut trees marked with green paint. Do not cut red pine in Payment Unit 2.

Special protection area identified in accordance with condition 3.4.3, within Payment Unit 2 boundaries, is not Included Timber and is to be protected.

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

3.4.1 - 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, if more than 30% 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 \$300 per acre for all acreage within that specified portion of the Sale Area that was damaged. Seedlings and saplings cut cleanly in skid trails will not be counted as damaged timber. No damage is acceptable to undesignated live merchantable trees. Rates will be in accordance with General Condition and Requirement 3.4 Damaged Timber.

3.4.3 - Special Protection Areas (8/11)

The Purchaser shall protect special protection areas from damage by the Purchaser's operations. Special protection areas are marked with a red boundary line and designated as retention. The Purchaser shall not cut live or dead trees within special protection area. If the Purchaser's operations have cut or damaged special protection areas through carelessness, the Purchaser shall pay \$2000 as fixed, agreed, and liquidated damages for each acre or part thereof cut or damaged. Such payment does not constitute ownership of the undesignated timber.

4 - Transportation

4.1 - Construction

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. 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. 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. All stumps from road building and landing construction must be reserved to block any newly constructed roads upon completion of the sale. These stumps must be scattered along the road system to prohibit vehicular movement. 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

5.2 - Conduct of Operations

5.2.3 - Operating Restrictions

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

Within Payment Unit(s) 1 and 2, cutting and skidding 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. Hauling may be permitted if access roads are brushed prior to restricted period. This is necessary to reduce the spread of oak wilt.

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.

5.7 - 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 a red boundary line. 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 \$2000 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.

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 Pere Cheney 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 I	Purchaser will provide these signs.
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