

# DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN <u>TIMBER SALE PROSPECTUS #7194</u>

<u>SCHEDULED SALE DATE AND TIME:</u> 10:00 a.m. (local time) on January 3, 2023. <u>LOCATION:</u> ATLANTA MGMT UNIT, 13501 M 33, ATLANTA, MI 49709.

CONTACT NAME: Cody Stevens PHONE NUMBER: (989) 785-4251

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

Quick Turn Oak (54-021-22) / T30N, R03E, SEC. 19, S1/2NE,NESE. T30N, R03E, SEC. 31, E1/2NE,E1/2SE. Montmorency County, Advertised Price \$93,700.60, 100.0 Acres, Hardwood, Red Pine. SALE NOTE: Payment Units 3 and 4 must be completed by March 31, 2023. See timber sale spec 5.2.3.1 "Operating restrictions" for details.

There is a requirement for slash placement in PU 3 and 4. See timber sale spec 5.2.1.11 "Slash for reforestation" for details.

There is a requirement for processing dead oak. See timber sale specs 2.1.11 "Description of timber note" and 7.5.1 "Deteriorating timber" for details.

# TIMBER SALE INFORMATION

# <u>Quick Turn Oak (54-021-22)</u>

T30N, R03E, SEC. 19; T30N, R03E, SEC. 31. Montmorency County (Advertised Price \$93,700.60)

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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	ESTIMATE	ESTIMATED UNITS*		ADVERTISED PRICE	
Sawtimber					
BI/R/Hybrid Oak	542.7	MBF	\$	103.00 / MBF	
Red Pine	38.3	MBF	\$	123.00 / MBF	
Pulpwood					
BI/R/Hybrid Oak	560	Cords	\$	53.60 / Cord	
Misc. Species 1	248	Cords	\$	5.00 / Cord	
Mixed Aspen	27	Cords	\$	23.20 / Cord	
Red Maple	13	Cords	\$	21.30 / Cord	
Red Pine	19	Cords	\$	45.50 / Cord	
White Pine	4	Cords	\$	16.95 / Cord	

\* The total volume is statistically estimated within plus (+) or minus (-) 10.59 percent. There are an estimated 2,217 cords on this timber sale, plus or minus 235 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 \$4,685.03 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	18.6%
02	17.0%
03	35.3%
04	29.1%

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

5. Operations on the contract issued will terminate on 06/30/2025.

### 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		VOLUME		STATISTICAL RANGE IN CORDS	
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM	
175,111	2,217	10.59%	1,982	2,452	

### **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
31	57,873	733	21.97%	572	894
91	117,238	1,484	9.56%	1,342	1,626
TOTAL:	175,111	2,217		1,914	2,519

### 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:	100.0		100.0
		4	31.5
91	69.7	3	38.2
		2	14.5
31	30.3	1	15.8
VDU	VDU ACRES	PU	PU ACRES

# DESCRIPTION OF TIMBER BY PU (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	BI/R/Hybrid Oak	Sawtimber	106.2	MBF	15.8	\$17,407.00
	BI/R/Hybrid Oak	Pulpwood	112	Cords		· · ·
	Mixed Aspen		14	Cords		
	B. T. Aspen	Sawtimber	1.9	MBF		
	B. T. Aspen	Pulpwood	10	Cords		
	Red Maple		5	Cords		
	Red Maple	Sawtimber	0.2	MBF		
	Red Maple	Pulpwood	5	Cords		
	White Pine		2	Cords		
	White Pine	Sawtimber	0.7	MBF		
	White Pine	Pulpwood	1	Cords		
2	Bl/R/Hybrid Oak	Sawtimber	97.4	MBF	14.5	\$15,926.35
	Bl/R/Hybrid Oak	Pulpwood	102	Cords		
	Mixed Aspen		14	Cords		
	B. T. Aspen	Sawtimber	1.8	MBF		
	B. T. Aspen	Pulpwood	10	Cords		
	Red Maple		4	Cords		
	Red Maple	Sawtimber	0.1	MBF		
	Red Maple	Pulpwood	4	Cords		
	White Pine		1	Cords		
	White Pine	Sawtimber	0.6	MBF		
3	Bl/R/Hybrid Oak	Sawtimber	185.8	MBF	38.2	\$33,082.00
	Red Pine		21.0	MBF		
	Bl/R/Hybrid Oak	Pulpwood	190	Cords		
	Misc. Species 1		136	Cords		
	Red Maple		2	Cords		
	Red Maple		2	Cords		
	Red Pine		10	Cords		
4	BI/R/Hybrid Oak	Sawtimber	153.3	MBF	31.5	\$27,270.20
	Red Pine		17.3	MBF		
	BI/R/Hybrid Oak	Pulpwood	156	Cords		
	Misc. Species 1		112	Cords		
	Red Maple		1	Cords		
	Red Maple		1	Cords		
	Red Pine		9	Cords		
		TOTAL:	581.0	MBF		
		TOTAL:	870	Cords		

# Sale Specific Conditions & Requirements

### Sale Name: Quick Turn Oak

Sale Number: 54-021-22 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 blue, red, yellow, and purple paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. The Payment Unit boundary between Payment Units 1 and 2 is marked with yellow paint and the Payment Unit boundary between Payment Units 3 and 4 is marked with purple paint. The painted boundary line trees are not Included Timber and are to be protected with one exception; the red painted boundary line trees adjoining the clear-cut west of Payment Unit 1, as shown on the timber sale map, are Included Timber unless marked with green paint. Yellow and purple 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) 1-4, cut all trees that are two (2) inches or more at DBH except do not cut or damage green painted trees. 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 = dead oak. Dead oak throughout the sale is included timber.

#### 2.2 - Utilization

# 2.2.2 - Chipping required (2/18)

Payment Units 1 and 2 must be chip harvested to facilitate subsequent planting operations. The Purchaser has the option to produce sawlogs or pulpwood bolts, but the remaining portion of the trees must be chipped and hauled. If market conditions limit the practicality of chipping, chipping is not required if the following conditions are met:

- Trees greater than 4 inches DBH must be cut to a 2-inch top or smaller.
- Sub-merchantable trees, and hardwood limbs 4 inches or greater where they attach to the stem, are to be cut/reduced to 4-foot lengths.
- Slash must be evenly dispersed throughout the Payment Unit, and not be more than 2 feet high.

In all cases harvesting operations must allow for subsequent planting operations, as determined by the Sale Administrator. The requirement to retain approximately 1/6 to 1/3 of treetops and limbs less than four inches in diameter is still applicable (G. C. & R. 2.2).

#### 2.2.3 - Stump heights (4/07)

Stump heights within Payment Unit(s) 1-4 shall not exceed 6 inches for all trees. This is in order to facilitate planting operations.

### 2.2.5 - Limbed tree skidding (1/09)

The skidding of whole trees or tree segments with limbs attached is prohibited unless approved by the Unit Manager or his/her representative.

### 3 - Payments

#### 3.3 - Pre-measured Sales

### 3.3.4 - Dividing payment units (7/14)

Payment Unit(s) \$25,000 in value or greater 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. There will

be only one division per Payment Unit.

# 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 marked with green paint. If the Purchaser's operations have cut or damaged special protection trees through carelessness, the Purchaser shall pay \$150 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 dispersed throughout the sale.

# 4.1.6 - Road construction (1/09)

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.

# 4.1.12 - 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

4.2.5 - 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

### 5.1 - 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 a Payment Unit 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.

### 5.1.4 - 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.

### 5.2 - Conduct of Operations

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

No brush or logging debris is to be left in openings which are indicated by G0 on the Timber Sale Maps. 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 (3/21)

To facilitate reforestation and to protect oak stump sprout regeneration from browsing, chipping or removal of sub-merchantable treetops from Payment Units 3 and 4 is not permitted. Sub-merchantable oak tops/slash are to be placed high and wide centered over harvested oak stumps with the goal of making the slash impenetrable by deer.

### 5.2.3 - Operating Restrictions

### 5.2.3.1 - Operating restrictions (9/11)

Within Payment Unit(s) 3 and 4 all cutting, skidding, hauling, and slash placement must be completed by 3/31/2023. This restriction is for oak regeneration purposes.

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

Within Payment Units 1-4, 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.

### 5.2.32 - 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.

### 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 forest roads 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.

### 7 - Other Conditions

### 7.3 - Contract Modifications

### 7.3.2 - Modification for oak wilt (2/05)

Within the sale area, there may be patches of oak wilt. If oak wilt is identified within the sale area, this contract may be modified. The following modifications could occur: time of cutting, species to cut, volume to harvest, or various others dealing with the treatment of oak wilt. If a species is not specified in this contract, it shall be paid for at the average price received for that species and product.

### 7.5 - Loss

7.5.1 - Deteriorating timber (7/09)

The sale area has received damage from Armillaria root disease and twolined chestnut borer. 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.



