

# DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN TIMBER SALE PROSPECTUS #7262

SCHEDULED SALE DATE AND TIME: 9:00 a.m. (local time) on July 24, 2023.

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:

Pumpkin Patch Oak (72-022-22) / T27N, R04W, SEC. 21, SENW,S1/2NE,NESW,SE.

T27N, R04W, SEC. 22, SWNW,W1/2SW.

T27N, R04W, SEC. 27, NWNW.

T27N, R04W, SEC. 28, NENE.

Crawford County, Advertised Price \$140,095.70, 130.4 Acres, Hardwood, Red Oak.

SALE NOTE: Oak sale located off of Howes Lake Rd on short-term military lease land. Chipping and low stumps are required (see specs 2.2.2 and 2.2.3). Oak wilt timing restrictions have been applied (see spec 5.2.3.4). Skidding lengths are restricted on Payment Units 3 & 4 to protect residual trees (see spec 2.2.4). Note that Misc. Species 1 is dead oak.

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

## Pumpkin Patch Oak (72-022-22)

T27N, R04W, SEC. 21; T27N, R04W, SEC. 22; T27N, R04W, SEC. 27; T27N, R04W, SEC. 28.

Crawford County (Advertised Price \$140,095.70)

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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	<b>ESTIMATE</b>	D UNITS*	ADV	ERTISED PRICE
Sawtimber				
Black/Red (Hybrid) Oak	4.1	MBF	\$	159.00 / MBF
Red Maple	45.8	MBF	\$	108.00 / MBF
Red Oak	550.2	MBF	\$	153.00 / MBF
Red Pine	17.7	MBF	\$	134.00 / MBF
White Oak	27.3	MBF	\$	103.00 / MBF
Pulpwood				
Misc. Species 1	131	Cords	\$	7.50 / Cord
Mixed Aspen	12	Cords	\$	30.20 / Cord
Mixed Oak	662	Cords	\$	30.95 / Cord
Red Maple	196	Cords	\$	29.95 / Cord
Red Pine	386	Cords	\$	44.85 / Cord
White Pine	4	Cords	\$	29.25 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 13.73 percent. There are an estimated 2,788 cords on this timber sale, plus or minus 383 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 \$7,004.79 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:

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PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
01	30.4%
02	42.6%
03	14.7%
04	12.3%

- 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	
220,236	2,788	13.73%	2,405	3,171	

## **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
5	118,923	1,505	12.51%	1,317	1,694
15	69,686	882	23.42%	676	1,089
23	31,627	400	29.35%	283	518
TOTAL:	220,236	2,788		2,275	3,300

## **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
5	60.0	1	28.6
		2	31.4
15	63.6	3	34.6
		4	29.0
23	6.8	1	1.1
		2	5.7
TOTAL:	130.4		130.4

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Red Oak	Sawtimber	194.4	MBF	29.7	\$42,597.45
	Red Pine		2.9	MBF		
	White Oak		13.0	MBF		
	Mixed Oak	Pulpwood	261	Cords		
	Red Oak		227	Cords		
	White Oak		34	Cords		
	Red Maple		4	Cords		
	Red Pine		64	Cords		
	White Pine		2	Cords		
2	Red Oak	Sawtimber	213.4	MBF	37.1	\$59,699.80
	Red Pine		14.8	MBF		, , , , , , , , , , , , , , , , , , , ,
	White Oak		14.3	MBF		
	Mixed Oak	Pulpwood	288	Cords		
	Red Oak	1 dipwood	249	Cords		
	White Oak		39	Cords		
	Red Maple		6	Cords		
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	Red Pine		322	Cords		
	White Pine	0 " 1	2	Cords	24.0	<b>***</b>
3	Black/Red (Hybrid	Sawtimber	2.2	MBF	34.6	\$20,591.00
	Red Maple		24.9	MBF		
	Red Oak		77.5	MBF		
	Misc. Species 1	Pulpwood	72	Cords		
	Misc. Species 1	Sawtimber	21.8	MBF		
	Misc. Species 1	Pulpwood	28	Cords		
	Mixed Aspen		8	Cords		
	B. T. Aspen	Sawtimber	2.3	MBF		
	B. T. Aspen	Pulpwood	1	Cords		
	Quaking Aspen		2	Cords		
	Mixed Oak		61	Cords		
	/Red (Hybrid) Oak		3	Cords		
	Red Oak		58	Cords		
	Red Maple		101	Cords		
4	Black/Red (Hybrid	Sawtimber	1.9	MBF	29.0	\$17,237.65
	Red Maple		20.9	MBF		¥,==
	Red Oak		64.9	MBF		
	Misc. Species 1	Pulpwood	59	Cords		
	Misc. Species 1	Sawtimber	18.2	MBF		
	Misc. Species 1	Pulpwood	23	Cords		
	Mixed Aspen	i uipwood	5	Cords		
	-	Sawtimber	1.9	MBF		
	B. T. Aspen			I		
	Quaking Aspen	Pulpwood	1	Cords		
	Mixed Oak		52	Cords		
	/Red (Hybrid) Oak		3	Cords		
	Red Oak		49	Cords		
	Red Maple		85	Cords		
		TOTAL:	645.1	MBF		
		TOTAL:	1,392	Cords		

## Sale Specific Conditions & Requirements

Sale Name: Pumpkin Patch Oak Sale Number: 72-022-22 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 red and yellow paint. Exterior sale boundary lines against state are marked with red paint. 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 & 2, cut all trees that are one (1) inch or more at DBH.

## 2.1.4 - Designated timber unit(s) (6/17)

Within Payment Unit(s) 3 & 4, all trees that are two (2) inches or more at DBH are designated for cutting, except do not cut any pine or white oak. In addition, do not cut any red oak 24 inches at DBH or greater.

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

Note that Misc Species 1 = dead oak.

#### 2.2 - Utilization

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

Stump heights within the Sale Area shall not exceed 6 inches for all trees.

#### 2.2.4 - Skidding length (2/14)

On Payment Units 3 & 4, skidding of lengths over 17 feet will not be permitted, unless the timber sale administrator approves the method and machinery used. If at any point damage exceeds specification 3.4.1, all of the remaining wood must be skid in lengths less than 17 feet.

#### 3 - Payments

#### 3.3 - Pre-measured Sales

# 3.3.4 - Dividing payment units (7/14)

Payment Unit(s) 1-4 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 25% of the tree seedlings or saplings (1/4" to 2.0" DBH) within a specified portion of the sale area are damaged; liquidated damages will be assessed at \$500 per acre for all acreage within that specified portion of the sale area that was damaged. Operable paths will have to be cut through dense patches of regeneration. If these paths are cut cleanly, not leaving bent/broken stems, they will not be counted as damaged areas.

No damage is acceptable to undesignated live merchantable trees. Within Payment Unit(s) 3 & 4, if more than 10% of trees (> 2.0" 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, or at a rate of \$50 per sawtimber tree and \$20 per pole sized tree, whichever is greater.

#### 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 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 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 and 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.

#### 5.2 - 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

## 5.2.3.5 - Oak wilt restriction (1/18)

Within the Sale Area, unless changed by written agreement, 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. Operations may be allowed if specific steps are taken to prevent damaging uncut oak during the high risk period. Those steps may include completing all road brushing before April 15th and clearing a tree-length buffer along uncut oak cover before April 15th. This is necessary to reduce the spread of oak wilt. For more information, contact 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.

## 5.2.39 - ORV trail/route protection (4/18)

Within Payment Unit(s) 1 & 2 is Frederic Trail, which is a motorcycle trail that is shown on the Timber Sale Map. Do not cut or damage posts with ORV markers. Trees with ORV markers shall be cut off above the markers and at least 5 feet above ground. All stumps within 5 feet of the trail must be cut off at least 3 to 5 feet above ground level. Maintain a 20-foot-wide slash, debris, and rut free zone daily using the ORV trail or route as the centerline. Do not run equipment down the ORV trail

or route. Skidding across the trail or route may only occur in locations approved by the sale administrator.

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

The Blue Bear Trail is a snowmobile/ORV 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. The snowmobile trail may not be used for any timber sale operations from December 1 to March 31. The snowmobile trail may only be crossed at right angles. 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.

#### 5.4.4 - Slope protection (9/19)

Skid trails and roads on slopes shall be water barred with slash, stumps, and/or clean straw bales native to the area as soon as use is complete to prevent erosion.

## 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 Howes Lake Rd, Pediment Trail, and any other forest roads that are used 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 Blue Bear 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 unnamed motorcycle trail in Payment Units 1 & 2 prior to beginning operations. The trail must be posted at appropriate distances from the sale area 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. The Purchaser will provide these signs.

Section Name: Sale Specific Current as of 5/11/2023 12:19:26PM

