

# DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN <u>TIMBER SALE PROSPECTUS #7416</u>

# SCHEDULED SALE DATE AND TIME: 9:00 a.m. (local time) on April 15, 2024. 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>C 65 Lowlands</u> (72-036-23) / T25N, R08E, SEC. 20, SESW. T25N, R08E, SEC. 29, NENW,S1/2NW,NWSW. T25N, R08E, SEC. 30, SENE. T25N, R08E, SEC. 32, SENW,E1/2SW. Alcona County, Advertised Price \$54,166.50, 107.9 Acres, Aspen, Hardwood. SALE NOTE: The sale is on majority low ground and is within a large block of Eastern Massasauga Battlesnake Managed Lands where minimizing rutting is a priority. Access to the south half of the

Rattlesnake Managed Lands where minimizing rutting is a priority. Access to the south half of the sale involves over six miles of seasonal county and state forest roads. Part of the south access route coincides with a designated snowmobile trail.

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. Access may be through private or other public land.

# TIMBER SALE INFORMATION

### C 65 Lowlands (72-036-23)

T25N, R08E, SEC. 20; T25N, R08E, SEC. 29; T25N, R08E, SEC. 30; T25N, R08E, SEC. 32. Alcona County (Advertised Price \$54,166.50)

SALE NOTE: The sale is on majority low ground and is within a large block of Eastern Massasauga Rattlesnake Managed Lands where minimizing rutting is a priority. Access to the south half of the sale involves over six miles of seasonal county and state forest roads. Part of the south access route coincides with a designated snowmobile trail.

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. Access may be through private or other public land.

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	D UNITS*	<u>ADV</u>	ERTISED PRICE
Pulpwood				
Balsam Fir	230	Cords	\$	25.95 / Cord
Jack Pine	31	Cords	\$	15.40 / Cord
Mixed Aspen	1,373	Cords	\$	20.40 / Cord
Mixed Hardwood	708	Cords	\$	21.20 / Cord
Northern Pin Oak	9	Cords	\$	17.70 / Cord
Red Pine	33	Cords	\$	37.50 / Cord
Tamarack	29	Cords	\$	15.00 / Cord
White Pine	175	Cords	\$	16.40 / Cord

\* The total volume is statistically estimated within plus (+) or minus (-) 31.20 percent. There are an estimated 2,588 cords on this timber sale, plus or minus 808 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 \$2,708.33 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

	I O IAL OALL V
01	24.9%
02	32.1%
03	24.9%
04	8.9%
05	9.2%

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

5. Operations on the contract issued will terminate on 06/30/2027.

# 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.

VOL	VOLUME		VOLUME		STATISTICAL RANGE IN CORDS		
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM			
204,490	2,588	31.20%	1,781	3,396			

# **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 F		PERCENT ERROR	MINIMUM	MAXIMUM	
53	116,757	1,478	28.35%	1,059	1,897
84	50,826	643	44.72%	356	931
89	36,907	467	30.15%	326	608
TOTAL:	204,490	2,588		1,741	3,436

# 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
53	70.6	1	30.8
		2	39.8
84	16.5	3	16.5
89	20.8	4	10.2
		5	10.6
TOTAL:	107.9		107.9

# DESCRIPTION OF TIMBER BY PU (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Balsam Fir	Pulpwood	71	Cords	30.8	\$13,471.15
	Jack Pine		14	Cords		
	Mixed Aspen		376	Cords		
	B. T. Aspen		83	Cords		
	Quaking Aspen		293	Cords		
	Mixed Hardwood		123	Cords		
	Black Cherry		6	Cords		
	Paper Birch		7	Cords		
	Red Maple		110	Cords		
	Northern Pin Oak		4	Cords		
	Red Pine		7	Cords		
	Tamarack		13	Cords		
	White Pine		37	Cords		
2	Balsam Fir	Pulpwood	92	Cords	39.8	\$17,408.70
	Jack Pine		17	Cords		
	Mixed Aspen		486	Cords		
	B. T. Aspen		107	Cords		
	Quaking Aspen		379	Cords		
	Mixed Hardwood		159	Cords		
	Black Cherry		8	Cords		
	Paper Birch		10	Cords		
	, Red Maple		141	Cords		
	Northern Pin Oak		5	Cords		
	Red Pine		10	Cords		
	Tamarack		16	Cords		
	White Pine		47	Cords		
3	Balsam Fir	Pulpwood	50	Cords	16.5	\$13,492.70
Ū	Mixed Aspen		497	Cords		¢.0,.0±0
	B. T. Aspen		172	Cords		
	Quaking Aspen		325	Cords		
	Mixed Hardwood		97	Cords		
	Red Maple		97	Cords		
4	Balsam Fir	Pulpwood	8	Cords	10.2	\$4,801.60
-	Mixed Aspen	i upwood	7	Cords	10.2	φ+,001.00
	B. T. Aspen		4	Cords		
	Quaking Aspen		3	Cords		
	Mixed Hardwood		161	Cords		
	Paper Birch		4	Cords		
	Red Maple		157	Cords		
	Red Pine		8	Cords		
	White Pine		45	Cords		
5	Balsam Fir	Dulpwood		Cords	10.6	¢4 002 25
5	Mixed Aspen	Pulpwood	9 7	Cords	10.0	\$4,992.35
	•		4	Coras Cords		
	B. T. Aspen					
	Quaking Aspen		3	Cords		
	Mixed Hardwood		168	Cords		
	Paper Birch		5	Cords		
	Red Maple		163	Cords		
			8	Cords	1	
	Red Pine		40	Conde		
	White Pine		46	Cords		

# Sale Specific Conditions & Requirements

#### Sale Name: C 65 Lowlands

Sale Number: 72-036-23 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, red and yellow paint, along with unpainted boundaries. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint, in addition to unpainted boundaries along wetlands, lowland shrub covers, or lowland shrub swales (see Timber Sale Map). Interior Payment Unit boundaries are marked with yellow paint, with the exception of the boundary between Payment Units 1 & 2, which is unpainted and designated as Schrade Road. Retention patches are marked with red paint; no harvesting activities may occur within these areas. The red and blue 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 two (2) inches or more at DBH, except do not cut cedar, hemlock, or any trees marked with green paint.

Within Payment Units 3-5, cut all trees that are two (2) inches or more at DBH, except do not cut red pine and white pine that are greater than 20 inches at DBH, or any hemlock, cedar, oak, or trees marked with green paint.

Across the Sale Area, patches of saplings greater than 2 inches at DBH may be left uncut if they are intact (not bent/broken) and located away from aspen. 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 all species were cruised as pulp. Note also that there are remnants of an old fence in the east end of Payment Units 3 & 5. Some of the fence wire was attached directly to 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.

2.2.9 - No chipping permitted (12/08)Within Payment Unit(s) 1-5, No chipping is permitted.

# 3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (7/14)

Payment Unit(s) 1, 2 & 3, 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

3.4.1 - 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, reasonable care should be taken to avoid damage to tree seedlings and saplings less than 2 inches at DBH.

Within the Sale Area, if more than 30% of the tree seedlings or saplings less than 2 inches at 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. Operable paths will need to be cut through dense regen; if those paths are cut cleanly, they will not be considered damaged areas.

# 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 cedar, hemlock and red pine & white pine greater than 20 inches at DBH. If the Purchaser's operations have cut or damaged special protection trees through carelessness, the Purchaser shall pay \$200 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

# 4.1.6 - Road construction (1/09)

Construction of new roads and landings, or improvement 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, closure will require constructing a four (4') foot high berm of stumps and logs covered with earth. Stumps and brush may also need to be placed along portions of the trail. 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.

#### 5.1.4 - Post-sale conference (10/16)

A post-sale conference on site between the Purchaser and sale administrator is required 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

# 5.2.3 - Operating Restrictions

# 5.2.3.1 - Operating restrictions (9/11)

Within Payment Unit(s) 1-5, unless changed by written agreement, cutting, skidding, and hauling can only occur during dry summer or frozen winter conditions. This restriction is necessary to protect the overwintering habitat of the state threatened Eastern Massasauga Rattlesnake.

#### 5.2.4 - Dead and Down Creation

5.2.4.4 - Dead and down creation, grouse (6/18)

To encourage grouse and other wildlife, in Payment Unit(s) 1-5 leave one, 12" diameter or larger log-length (8 foot minimum) piece on the ground for every 2 acres, or one 12" or larger diameter (or largest diameter trees within stand)

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whole tree on the ground for every 4 acres, preferably a hardwood species such as maple or if no hardwoods are present, a pine species (white or red). These trees will be evenly scattered throughout the unit, preferably at least 200 feet from any roads open to vehicles.

# 5.2.29 - Shrub protection (1/20)

Reasonable care should be taken to avoid cutting or damaging juneberry. These woody-shrub plants are highly beneficial to various wildlife species.

# 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)

LP\_96/963 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. The snowmobile trail may not be used for any timber sale operations from December 1 to March 31 without written permission from the Unit Manager.

# 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 skid trails which is 6 inches or greater in depth and 25 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.

# 5.4.6 - Wet area protection (5/10)

No harvesting operations, including skidding and felling, are to take place within dense patches of lowland shrub cover. This tag alder and winterberry cover occupies the timber sale's most saturated ground where the risk of rutting is the greatest. The lowland shrub swale shown on the Timber Sale Map in the south end of Payment Units 1 & 2 may only be crossed on Schrade Road or at locations identified by the Sale Administrator and protected with matting. Care must be taken by the Purchaser to identify and avoid operating in these areas of the timber sale.

# 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 forest road 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 the snowmobile 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.

# 7 - Other Conditions

# 7.2 - Extensions

# 7.2.5 - Weather related extension (1/13)

If weather conditions during the operating period of this contract prevent harvesting, this sale may qualify for a weather related extension. If approved, the normal extension fee would be waived. To qualify, there must be a documented attempt each year to harvest in the difficult portion of the sale.

# 7.5 - Loss

# 7.5.1 - Deteriorating timber (7/09)

The sale area has received damage from spruce budworm in the balsam fir and heart rot in the aspen. 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.





