

# DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN TIMBER SALE PROSPECTUS #7347

SCHEDULED SALE DATE AND TIME: 10:00 a.m. (local time) on January 9, 2024.

LOCATION: ATLANTA MGMT UNIT, 13501 M 33, ATLANTA, MI 49709.

<u>CONTACT NAME:</u> Matt Foster <u>PHONE NUMBER:</u> (989) 619-5921

<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:

Graham's Knotty Pine and Aspen (54-028-22) / T32N, R06E, SEC. 24, NWSW,S1/2SW.

T32N, R06E, SEC. 25, NENW, NWNE, NWSW.

Alpena County, Advertised Price \$65,861.15, 66.8 Acres, Aspen, White Pine.

SALE NOTE: Contacting the Sale Administrator is required before beginning any sale operations. Refer to timber sale spec 5.7.1 for more details. Payment Units 2 & 3 must be completed before beginning Payment Units 1 & 4. Refer to sale spec 3.6.1 for more details.

Road work will be required before hauling/forwarding timber from Payment Units 2 and 3. Refer to sale spec 4.1.8 for road work details.

Mats and/or culverts may be needed for forest road access to Payment Units 2 and 3. Refer to sale specs 5.2.17 and 4.1.5 for more details.

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

Graham's Knotty Pine and Aspen (54-028-22) T32N, R06E, SEC. 24; T32N, R06E, SEC. 25. Alpena County (Advertised Price \$65,861.15)

SALE NOTE: Contacting the Sale Administrator is required before beginning any sale operations. Refer to timber sale spec 5.7.1 for more details. Payment Units 2 & 3 must be completed before beginning Payment Units 1 & 4. Refer to sale spec 3.6.1 for more details.

Road work will be required before hauling/forwarding timber from Payment Units 2 and 3. Refer to sale spec 4.1.8 for road work details.

Mats and/or culverts may be needed for forest road access to Payment Units 2 and 3. Refer to sale specs 5.2.17 and 4.1.5 for more details.

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	ESTIMATED UNITS*		ADVERTISED PRICE	
Sawtimber				
Black/Red (Hybrid) Oak	2.5	MBF	\$	124.00 / MBF
Mixed Aspen	137.6	MBF	\$	103.00 / MBF
Red Maple	5.1	MBF	\$	74.00 / MBF
Red Pine	10.1	MBF	\$	122.00 / MBF
White Pine	45.8	MBF	\$	72.00 / MBF
Pulpwood				
Balsam Fir	171	Cords	\$	22.20 / Cord
Basswood	2	Cords	\$	14.25 / Cord
Black/Red (Hybrid) Oak	5	Cords	\$	29.20 / Cord
Jack Pine	11	Cords	\$	10.75 / Cord
Mixed Aspen	689	Cords	\$	23.70 / Cord
Mixed Hardwood	217	Cords	\$	22.60 / Cord
Mixed Spruce	48	Cords	\$	7.95 / Cord
N. White Cedar	11	Cords	\$	15.90 / Cord
Paper Birch	57	Cords	\$	14.55 / Cord
Red Pine	9	Cords	\$	35.75 / Cord
Tamarack	5	Cords	\$	20.20 / Cord
White Pine	702	Cords	\$	27.55 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 11.33 percent. There are an estimated 2,350 cords on this timber sale, plus or minus 266 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 \$3,293.06 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:

b) I ayment for each of the following times in	dat be made before cutting begins in that unit.
PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
01	31.5%
02	20.3%
03	21.2%
04	27.0%

- 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.

VOLUME			STATISTICAL RA	ANGE IN CORDS
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
185,662	2,350	11.33%	2,084	2,617

#### **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	48,937	619	27.74%	448	791
23	17,092	216	36.37%	138	295
25	34,243	433	26.87%	317	550
27	51,125	647	14.21%	555	739
31	3,561	45	122.93%	0	100
41	30,704	389	20.72%	308	469
TOTAL:	185,662	2,350		1,766	2,945

# **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
10	12.2	1	12.2
23	8.9	2	1.7
		3	7.2
25	16.5	2	2.7
		3	13.8
27	16.8	4	16.8
31	1.6	4	1.6
41	10.8	2	10.8
TOTAL:	66.8		66.8

# DESCRIPTION OF TIMBER BY PU (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Mixed Aspen	Sawtimber	101.4	MBF	12.2	\$20,723.20
	B. T. Aspen		86.0	MBF		
	Quaking Aspen		15.4	MBF		
	Red Pine		5.8	MBF		
	White Pine		7.9	MBF		
	Balsam Fir	Pulpwood	22	Cords		
	Balsam Fir	Sawtimber	0.9	MBF		
	Balsam Fir	Pulpwood	20	Cords		
	Basswood	, apricea	2	Cords		
	Jack Pine		11	Cords		
	Jack Pine	Sawtimber	1.5	MBF		
	Jack Pine	Pulpwood	8	Cords		
	Mixed Aspen	i aipwood	269	Cords		
	B. T. Aspen		163	Cords		
	-		103	Cords		
	Balsam Poplar		-			
	Quaking Aspen		102	Cords		
	Mixed Hardwood		69	Cords		
	Red Maple		69	Cords		
	Paper Birch		4	Cords		
	Paper Birch		4	Cords		
	Red Pine		2	Cords		
	White Pine		11	Cords		
2	Red Maple	Sawtimber	0.3	MBF	15.2	\$13,396.00
	White Pine		34.0	MBF		
	Balsam Fir	Pulpwood	17	Cords		
	Balsam Fir	Sawtimber	0.3	MBF		
	Balsam Fir	Pulpwood	16	Cords		
	Mixed Aspen		16	Cords		
	Balsam Poplar		4	Cords		
	Quaking Aspen		12	Cords		
	Mixed Hardwood		26	Cords		
	Black Cherry		4	Cords		
	Red Maple		21	Cords		
	White Ash		1	Cords		
	Mixed Spruce		16	Cords		
	White Spruce	Sawtimber	2.3	MBF		
	White Spruce	Pulpwood	11	Cords		
	N. White Cedar	i aipvood	11	Cords		
	Paper Birch		21	Cords		
	Paper Birch	Sawtimber	0.2	MBF		
	Paper Birch	Pulpwood	21	Cords		
		ruipwood				
	Tamarack		1	Cords		
0	White Pine	0	325	Cords	04.0	<b>#40.000.0</b>
3	Red Maple	Sawtimber	1.2	MBF	21.0	\$13,963.25
	White Pine		3.9	MBF		
	Balsam Fir	Pulpwood	59	Cords		
	Balsam Fir	Sawtimber	1.3	MBF		
	Balsam Fir	Pulpwood	56	Cords		
	Mixed Aspen		74	Cords		
	B. T. Aspen		2	Cords		
	Balsam Poplar		20	Cords		
	Quaking Aspen		52	Cords		
	I		15	Cords		
	Mixed Hardwood		10	00.00		
	Mixed Hardwood  Red Maple		13	Cords		

# DESCRIPTION OF TIMBER BY PU (PU), CON'T

3 con't		PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
	Mixed Spruce	Pulpwood	22	Cords		
	White Spruce	Sawtimber	2.2	MBF		
	Black Spruce	Pulpwood	2	Cords		
	White Spruce		16	Cords		
	Paper Birch		19	Cords		
	Paper Birch	Sawtimber	0.6	MBF		
	Paper Birch	Pulpwood	18	Cords		
	Red Pine		2	Cords		
	Tamarack		4	Cords		
	White Pine		348	Cords		
4	Black/Red (Hybrid	Sawtimber	2.5	MBF	18.4	\$17,786.35
	Mixed Aspen		36.2	MBF		
	B. T. Aspen		35.2	MBF		
	Quaking Aspen		1.0	MBF		
	Red Maple		3.6	MBF		
	Red Pine		4.3	MBF		
	Balsam Fir	Pulpwood	74	Cords		
	Balsam Fir	Sawtimber	2.9	MBF		
	Balsam Fir	Pulpwood	68	Cords		
	Black/Red (Hybrid		5	Cords		
	Mixed Aspen		330	Cords		
	B. T. Aspen		167	Cords		
	Quaking Aspen		163	Cords		
	Mixed Hardwood		107	Cords		
	Red Maple		107	Cords		
	Mixed Spruce		10	Cords		
	Black Spruce	Sawtimber	1.0	MBF		
	Black Spruce	Pulpwood	4	Cords		
	White Spruce		4	Cords		
	Paper Birch		12	Cords		
	Paper Birch		12	Cords		
	Red Pine		5	Cords		
	White Pine		18	Cords		
		TOTAL:	201.1	MBF		
		TOTAL:	1,927	Cords		

# **Sale Specific Conditions & Requirements**

Sale Name: Graham's Knotty Pine and Aspen Sale Number: 54-028-22 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 blue, red, and yellow paint along with unmarked roads & a grassy opening. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Additionally, the westernmost, easternmost, and southernmost boundaries of Payment Unit 4 are unmarked and represented by Graham Road on the west, a grassy opening on the east, and Fitzpatrick Road to the south. Interior Payment Unit boundaries are marked with yellow paint. Yellow painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid. The painted boundary line trees are not Included Timber and are to be protected unless bordering the openings marked with "G0" on the timber sale map between Payment Units 2 and 3: these red painted trees are Included Timber. Retention patches are marked with red paint; no harvesting activities may occur within these areas.

# 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 trees marked with green paint. In addition, all apple trees within Payment Units 2 & 3 are not to be cut and are to be protected during harvest operations. Special protection trees identified in accordance with condition 3.4.2, within clearcutting unit boundaries, are not Included Timber and are to be protected.

### 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

# 3.4.1 - 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 specified tree seedlings and saplings.

Within Payment Units 1-4, if more than 25% of the pine 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 \$200 per acre for all acreage within that specified portion of the Sale Area that was damaged.

# 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 \$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.

#### 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 retention pockets within and along the edge of Payment Units 2 & 3.

# 3.6 - Payment Unit Cutting Schedule

# 3.6.1 - Order of cutting (1/09)

Payment Units 2 & 3 must be completed before starting Payment Units 1 & 4.

# 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.

# 4.1.4 - Timber removed for construction (3/23)

Trees cut or damaged in the process of pre-approved road, landing or skid trail construction will be decked in an area separate from other Designated Timber and not removed until measured by the sale administrator. Payment will be made at contract prices or average prices, if not on the contract.

# 4.1.5 - Culverts (5/14)

Roads may require the installation of culverts for cross drainage or at natural drainage-ways. If culverts are needed in these locations, their placement will be specified by the Sale Administrator and they shall be installed prior to hauling. The culverts shall be new, corrugated metal or plastic gauge. Culverts will be a minimum of 12 inches in diameter and 24 feet in length. If culverts are removed, fill shall be removed from wetland soils as specified. Soils shall be maintained and left in a non-erodible condition, with water bars, seed, fertilizer, mulch, and slash installed as directed by the Sale Administrator and as specified in the BMP manual. Stream crossing permits, if needed, will be obtained by the DNR.

#### 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.

# 4.1.8 - Road work (1) (8/07)

The following road work is required to access Payment Units 1-3: the temporary management access forest road extending eastward from the snowmobile trail to Payment Units 1-3 will require straightening, grading, and/or filling before hauling starts. All fill material must be approved by the Unit Manager or his/her representative. This access route spans approximately 275 feet of low ground that is seasonably wet and may require the use of mats for hauling and/or forwarding of wood. Refer to sale spec 5.2.17 for mat information. Contact DNR Forester Dale Parris at 989-590-1204 for additional information.

### 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

# 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

# 5.2.3.1 - Operating restrictions (9/11)

Within Payment Unit(s) 1-3 unless approved by the Unit Manager, hauling is not permitted from 5:00 p.m. Friday evening through 6:00 a.m. Monday morning during the December 1 to March 31 period. This restriction is due to the necessity of using the snowmobile trail for hauling wood from the sale.

# 5.2.3.11 - Coppice regeneration protection (4/10)

Timber harvesting in any Payment Unit must be completed before significant tree sprouting occurs in that Payment Unit so as to minimize damage to the new regeneration. Any post harvest operations, such as chipping, must be completed before sprouting of regeneration occurs. If it is anticipated that chipping will be delayed, then tops shall be carried to one central location or left unchipped. The Unit Manager or his/her representative may cease such operations if sprouting occurs before the operation is complete.

#### 5.2.4 - Dead and Down Creation

#### 5.2.4.7 - Dead and down creation: hare, grouse, deer and other species (5/15)

To improve horizontal cover habitat for snowshoe hare, grouse, deer, and other species, the Purchaser is to push over all purple ringed trees after all designated wood has been forwarded from a Payment Unit. These trees should be tipped over with the root ball still attached so the base of the tree is suspended off the ground. The crown of the fallen tree should be at or near ground level after it is pushed over.

# 5.2.17 - Timber Mats and Interlocking Composite Mats (5/23)

The forest road described in timber sale spec 4.1.8 may require extra protection such as that afforded by timber mats, interlocking composite mats, or another approved system. Approximately 275 feet of road or trail will need extra protection at locations shown on the Timber Sale Map. If available, mats may be borrowed from the DNR. A Timber Sale Contract Amendment will be used to document the Purchaser's use of the DNR's mats. Contact the sale administrator regarding availability and pick-up. Timber mats are available from various field offices. Composite mats are only available from the Grayling field office and the Marquette ICC. The Purchaser is responsible for picking up and hauling the mats to and from the site. The composite mats will require DNR staff onsite for installation and removal. Contact the sale administrator to schedule at least 30 days before desired install/removal date. All mats must be cleaned prior to drop off. This may include, but is not limited to, power washing and brushing to remove mud and debris. A charge of \$700.00 per timber mat and \$2,000.00 per composite mat will be assessed for all damaged or non-returned mats. Damage for the crane/timber mats is defined as three or more broken cants. Damage for the composite mats is defined as cracked or broken mats.

# 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)

LP 464 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 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.

Within Payment Units 1-3, unless approved by the Unit Manager, hauling is not permitted from 5:00 p.m. Friday evening through 6:00 a.m. Monday morning during the December 1 to March 31 period. This restriction is due to the necessity of using the snowmobile trail for hauling wood from the sale.

# 5.2.43 - Opening protection (2/21)

Pertaining to the opening between Payment Units 2 & 3 marked on the Timber Sale Map with "G0", the following restrictions

are in place:

- -In order to protect irreplaceable landscape features, no activities are permitted in the east half of the opening. Damage to this area is unacceptable under any circumstances.
- -In order to protect sensitive soils, the Sale Administrator or his/her representative must approve any operations using the west half of this opening.
- -No brush or logging debris shall be left in this opening.
- -Any damage to the opening 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.

#### 5.7 - 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 present within the vicinity of the Sale Area. 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 \$500 as fixed, agreed and liquidated damages for each acre or part thereof cut or damaged. The purchaser is required to contract DNR Forester Dale Parris at 989-590-1204 prior to beginning any sale operations for specifics towards protecting these designated historic areas.

# 5.8 - Protection of Endangered Species

# 5.8.5 - Protection of raptor nests (3/13)

All trees with raptor nests will be protected if found during harvesting operations. Notification will be made to the Unit Manager or his/her representative who will notify the Wildlife Biologist so an on-site evaluation and recommendation can be made, if necessary.

# 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 used for hauling 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 Snowmobile Trail LP 464 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.

Section Name: Sale Specific Current as of 11/29/2023 4:20:44PM



