

DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN TIMBER SALE PROSPECTUS #7423

SCHEDULED SALE DATE AND TIME: 10:00 a.m. (local time) on May 21, 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:

Road Challenge Mix (54-043-23) / T33N, R05E, SEC. 33, E1/2NE,NESE.

T33N, R05E, SEC. 34, W1/2NW,SWSW.

Presque Isle County, Advertised Price \$23,434.15, 45.0 Acres, Hardwood, Spruce/Fir/Tamarack.

SALE NOTE: Extensive road work is required. Refer to sale spec 4.1.8 for details.

Private access may be desired. Refer to sale spec 4.4.1 for details.

TIMBER SALE INFORMATION

Road Challenge Mix (54-043-23)
T33N, R05E, SEC. 33; T33N, R05E, SEC. 34.
Presque Isle County (Advertised Price \$23,434.15)

SALE NOTE: Extensive road work is required. Refer to sale spec 4.1.8 for details.

Private access may be desired. Refer to sale spec 4.4.1 for details.

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*		<u>ADVI</u>	ADVERTISED PRICE	
Sawtimber					
Balsam Fir	32.8	MBF	\$	28.00 / MBF	
Mixed Spruce	6.8	MBF	\$	37.00 / MBF	
Red Maple	26.7	MBF	\$	51.00 / MBF	
Pulpwood					
Balsam Fir	340	Cords	\$	13.50 / Cord	
Mixed Aspen	258	Cords	\$	16.65 / Cord	
Mixed Spruce	43	Cords	\$	14.00 / Cord	
N. White Cedar	21	Cords	\$	6.30 / Cord	
Paper Birch	35	Cords	\$	10.75 / Cord	
Red Maple	657	Cords	\$	16.60 / Cord	

^{*} The total volume is statistically estimated within plus (+) or minus (-) 30.28 percent. There are an estimated 1,514 cords on this timber sale, plus or minus 459 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 \$1,171.71 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 VALU
01	18.6%
02	18.7%
03	62.7%

- 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 RANGE IN CORDS		
	TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
	119,645	1,514	30.28%	1,056	1,973

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
50	70,347	890	21.24%	701	1,080
79	24,338	308	34.13%	203	413
80	24,960	316	27.92%	228	404
TOTAL:	119,645	1,514		1,132	1,897

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
50	24.3	3	24.3
79	11.1	2	11.1
80	9.6	1	9.6
TOTAL:	45.0		45.0

DESCRIPTION OF TIMBER BY PU (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Balsam Fir	Sawtimber	18.7	MBF	9.6	\$4,358.30
	Red Maple		1.6	MBF		
	Balsam Fir	Pulpwood	225	Cords		
	Mixed Aspen		36	Cords		
	Quaking Aspen		36	Cords		
	Red Maple		7	Cords		
2	Balsam Fir	Sawtimber	10.3	MBF	11.1	\$4,387.80
	Mixed Spruce		6.8	MBF		
	Black Spruce		1.1	MBF		
	White Spruce		5.7	MBF		
	Red Maple		5.1	MBF		
	Balsam Fir	Pulpwood	62	Cords		
	Mixed Aspen		38	Cords		
	Quaking Aspen		38	Cords		
	Mixed Spruce		38	Cords		
	Black Spruce		21	Cords		
	White Spruce		17	Cords		
	N. White Cedar		20	Cords		
	N. White Cedar	Sawtimber	6.7	MBF		
	N. White Cedar	Pulpwood	7	Cords		
	Paper Birch	·	20	Cords		
	Paper Birch		20	Cords		
	Red Maple		75	Cords		
3	Balsam Fir	Sawtimber	3.8	MBF	24.3	\$14,688.05
	Red Maple		20.0	MBF		
	Balsam Fir	Pulpwood	53	Cords		
	Mixed Aspen		184	Cords		
	Quaking Aspen	Sawtimber	1.5	MBF		
	B. T. Aspen	Pulpwood	24	Cords		
	Quaking Aspen		157	Cords		
	Mixed Spruce		5	Cords		
	White Spruce		5	Cords		
	N. White Cedar		1	Cords		
	N. White Cedar		1	Cords		
	Paper Birch		15	Cords		
	Paper Birch	Sawtimber	2.2	MBF		
	Paper Birch		11	Cords		
	Red Maple	•	575	Cords		
		TOTAL:	66.3	MBF		
		TOTAL:	1,354	Cords		

Sale Specific Conditions & Requirements

Sale Name: Road Challenge Mix Sale Number: 54-043-23 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 orange paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red or orange paint (see Timber Sale Map). Retention patch islands are marked with orange 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

2.1.1 - Clearcut unit(s) with unmerchantable trees (6/14)

Within Payment Unit(s) 1-3, cut all trees that are two (2) inches or more at DBH, except within Payment Unit 2, do not cut any pine and in Payment Unit 3, do not cut any trees marked with green paint. Special protection trees identified in accordance with condition 3.4.2, within clearcutting unit boundaries, are not Included Timber and are to be protected. Purple marked habitat trees in Payment Unit 3 are to be handled as detailed in spec 5.2.4.7.

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. No damage is acceptable to undesignated live merchantable trees. Within the Sale Area, if more than 5% of trees (> 4.5" 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.

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 and are located in Payment Unit 3. If the Purchaser's operations have cut or damaged special protection trees through carelessness, the Purchaser shall pay \$250 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.

4.1.5 - Culverts (5/14)

Multiple culverts are present in the forest road west from Mud Lake Highway to Payment Units 1-3. It is the producer's responsibility to protect these culverts from damage during all operations. Acquisition of fill material required to protect these culverts is the responsibility of the producer. Fill material will be free of clay and must be approved by the Sale Administrator

prior to placement. If the producer's operations damage any of these culverts, the producer will replace each culvert damaged according to the Michigan Forestry Best Management Practices (BMPs) IC4011 Revision dated July 10, 2023. Any permits required for replacing damaged culverts is the responsibility of the producer.

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.

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

The following road work is required: Approximately 1/2 mile of forest road west from Mud Lake Highway to the Sale Area will need extensive road work and/or freezing in for the hauling of wood from the sale. Upon completion of the sale, the construction of multiple fords or broad-based dips in this forest road, to the Sale Administrator's satisfaction, will be required in lowland areas for enabling seasonal water flow across the road. The spacing and number of fords or broad-base dips must be discussed with the Sale Administrator before work begins.

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

4.2.1 - Hauling restriction (12/08)

Hauling may be restricted on forest roads by the Unit Manager or his/her representative. The restriction is for protecting the integrity of forest roads during unfavorable weather and road conditions.

4.2.2 - Fill material (4/07)

To maintain roads, fill material may be needed in areas where "holes" exist or may be expected to develop. This fill material should be placed before trucking begins. Fill material will be free of clay and must be approved by the Sale Administrator prior to placement.

4.2.4 - Grading (10/16)

Once use of forest roads for sale operations begin, state forest roads must be graded per the Sale Administrator's request through the contract duration. Final grading of forest roads must be completed within 60 favorable weather days of completion of all contract requirements. In general, this will require a road grader or bulldozer to shape up the roads after forest products have been hauled off site. This includes cleaning of drainage areas, creation of fords, grading, crowning and filling with gravel, if necessary. The grading equipment to be used must be approved by the Unit Manager or his/her representative.

4.4 - Access

4.4.1 - Private property access (3/11)

Permission for access across private land is the responsibility of the Purchaser. Should the Purchaser desire to cross private land, a copy of the written permission from the private land-owner(s) will be required by the DNR. A copy of the written permission from the private landowner must be given to the Unit Manager within 30 days of the bid opening and prior to the beginning of operations. Private access may be desirable for the producer in two locations called out on the Timber Sale Map. Should private access at the south end of Payment Unit 2 be requested and granted, the construction of a berm on state land, blocking access to the private land, will be required at the completion of all Payment Unit 3 contract requirements. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth. Contact DNR Forester Dale Parris at 989-590-1204 for private landowner contact 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 within 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

5.2.3.11 - Coppice regeneration protection (4/10)

Timber harvesting in any Payment Unit must be completed before significant deciduous 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 Payment Unit 3. 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.

5.2.22 - Operating Caution

5.2.22.1 - Operating caution (6/11)

It is recommended, but not required, that within Payment Unit(s) 1-3, cutting, skidding, and hauling occur during dry summer or frozen winter conditions. The reason for the recommendation is due to forest roads needed for access and hauling while traversing through extensive lowland areas.

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. Created landing area openings/turnarounds, preapproved by the Sale Administrator, must be reclaimed with slash to the Sale Administrator's satisfaction when operations in a Payment Unit(s) are complete.

5.2.38 - No decking against live trees (2/04)

Cut products may not be decked against unmarked or designated leave trees.

5.3 - Stream Protection

5.3.2 - Parking equipment near water (10/23)

Within Payment Unit(s) 1-3, the parking of or storage of equipment is prohibited within 100 feet of water bodies or ground water supplies. All equipment, when not in use for harvest operations, must be parked a minimum of 100 feet away from water sources (streams, rivers, lakes, ponds, vernal pools, ground water sources) and 50 feet away from slopes leading to water sources and/or riparian areas. This restriction is for preventing unforeseen oil and/or fluid leaks from contaminating water bodies and/or ground water supplies.

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.

5.4.3 - Erosion control (12/08)

Skid trails or haul roads may require erosion control structures or berms per direction of the Unit Manager or his/her representative.

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 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.

Section Name: Sale Specific Current as of 3/30/2024 5:26:21PM

