

DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN <u>TIMBER SALE PROSPECTUS #7365</u>

SCHEDULED SALE DATE AND TIME: 9:00 a.m. (local time) on January 11, 2024. LOCATION: PIGEON RIVER COUNTRY MGMT UNIT, PO BOX 456, 9966 TWIN LAKES ROAD, VANDERBILT, MI

<u>CONTACT NAME:</u> Mark Monroe <u>PHONE NUMBER:</u> (989) 983-4101

<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, PIGEON RIVER COUNTRY MANAGEMENT UNIT, for certain timber on the following described lands:

 <u>Tuckered Out Mix</u> (53-026-23) / T34N, R01E, SEC. 20, E1/2NW,NWNE,S1/2NE,NESE. T34N, R01E, SEC. 21, SWNW.
Cheboygan County, Advertised Price \$24,643.50, 40.7 Acres, Aspen, Red Pine.
SALE NOTE: To promote soil scarification, cutting and skidding are limited to snow-off and ground not frozen conditions in Payment Unit 2 (see spec 5.2.3.1). It is recommended that whole-tree equipment/operations take place in Payment Unit 2. If this isn't possible, then tracked processors/forwarders are strongly recommended (see spec 5.2.16). See sale condition 4.1.4 regarding timber removed for skid trail access to the larger, southern portion of Payment Unit 3.

TIMBER SALE INFORMATION

<u>Tuckered Out Mix (53-026-23)</u> T34N, R01E, SEC. 20; T34N, R01E, SEC. 21. Cheboygan County (Advertised Price \$24,643.50)

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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	ESTIMATED UNITS*		<u>ADV</u>	ADVERTISED PRICE	
Sawtimber					
Red Oak	31.8	MBF	\$	93.00 / MBF	
Pulpwood					
Jack Pine	38	Cords	\$	12.85 / Cord	
Mixed Aspen	219	Cords	\$	24.30 / Cord	
Mixed Hardwood	128	Cords	\$	17.25 / Cord	
Red Oak	33	Cords	\$	31.45 / Cord	
Red Pine	243	Cords	\$	48.75 / Cord	
White Pine	35	Cords	\$	22.40 / Cord	

* The total volume is statistically estimated within plus (+) or minus (-) 38.30 percent. There are an estimated 777 cords on this timber sale, plus or minus 298 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 \$2,464.35 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	41.2%
02	21.6%
03	37.2%

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.

VOLUME			STATISTICAL RANGE IN CORDS		
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM	
61,400	777	38.30%	479	1,075	

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
1	31,890	404	42.97%	230	577
31	14,518	184	48.98%	94	274
33	14,993	190	37.06%	119	260
TOTAL:	61,400	777		443	1,111

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
1	16.8	1	16.8
31	13.5	2	13.5
33	10.4	3	10.4
TOTAL:	40.7		40.7

DESCRIPTION OF TIMBER BY PU (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Red Oak	Sawtimber	31.8	MBF	16.8	\$10,145.45
	Jack Pine	Pulpwood	8	Cords		. ,
	Balsam Fir		2	Cords		
	Jack Pine		6	Cords		
	Mixed Aspen		158	Cords		
	B. T. Aspen		139	Cords		
	Quaking Aspen		19	Cords		
	Mixed Hardwood		128	Cords		
	Red Maple	Sawtimber	4.0	MBF		
	Red Maple	Pulpwood	111	Cords		
	Sugar Maple		9	Cords		
	Red Oak		33	Cords		
2	Jack Pine	Pulpwood	30	Cords	13.5	\$5,333.05
	Jack Pine		30	Cords		
	Mixed Aspen		61	Cords		
	B. T. Aspen		59	Cords		
	Quaking Aspen		2	Cords		
	Red Pine		55	Cords		
	Red Pine		55	Cords		
	White Pine		35	Cords		
	White Pine	Sawtimber	4.3	MBF		
	White Pine	Pulpwood	26	Cords		
3	Red Pine	Pulpwood	188	Cords	10.4	\$9,165.00
	Red Pine	Sawtimber	5.9	MBF		
	Red Pine	Pulpwood	176	Cords		
		TOTAL:	31.8	MBF		
		TOTAL:	696	Cords		

Sale Specific Conditions & Requirements

Sale Name: Tuckered Out Mix

Sale Number: 53-026-23 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 red and blue paint. Exterior sale boundary lines against private property in Payment Units 1, 2 and 3 are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Tucker Rd serves as an un-painted boundary line along northern portions of Payment Unit 1. This un-painted boundary is shown on the Timber Sale Map. Interior retention islands in Payment Unit 1 are marked with red painted X's. Boundary excluded retention is present within Payment Unit 1 as well. All retention areas are shown on the Timber Sale Map. 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 unless marked with orange paint.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1, cut all trees that are two (2) inches or more at DBH except DO NOT CUT any trees marked with Green Paint.

- See Sale Condition 3.4.1 - "Damaged Timber" regarding oak and pine sapling protection within Payment Unit 1.

2.1.3 - Cut tree marked unit(s) (12/08)

Within Payment Unit(s) 3, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

2.1.7 - Leave tree marked unit(s) (6/14)Within Payment Unit(s) 2, cut all trees that are two (2) inches or more at DBH except DO NOT CUT trees marked with Green Paint.

2.1.11 - Description of timber note (2/04) Note that Jack Pine pulpwood total includes 2 Cords of Balsam Fir pulpwood.

3 - Payments

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 and designated retention areas.

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.

In addition, Extreme Care should be taken to avoid damage to Oak and Pine saplings in Payment Unit 1. As much as possible, harvesting operations should try to go around pockets that are heavy with oak and pine saplings, many of which are 10-20+ feet tall. Within Payment Units 1, if more than 50% of Oak and Pine saplings (1/4" to 4.5" 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. Saplings cut cleanly in skid rows for operability will not be counted as damaged 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.

4.1.4 - 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. Skid Trail access to the larger southern portion of Payment Unit 3, which is blocked by a seasonally flooded drainage corridor, might be possible depending on the time of year. About a half-dozen (~6) merchantable trees have been marked with orange paint across the drainage corridor, in an attempt to provide a shorter access route to Payment Unit 3. The location(s) of orange marked trees/possible skid trail access is shown on the Timber Sale Map. Should this access be practical to use (seasonally dependent) and the orange painted 'access' trees are cut, the producer will need to deck these trees separate so they can be scaled by the sale admin forester.

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

4.2.2 - 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. The Unit Manager or his/her representative must approve the type of fill material used prior to placement. In general, suitable fill material includes cobble and/or crushed rock.

4.2.4 - Grading (10/16)

For completion of the sale, some state forest roads might need to be graded. In general, this will require a road grader or bull dozer to shape up the roads after forest products have been hauled off site. This includes cleaning of drainage areas, 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.

4.2.5 - 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 between the Purchaser and sale administrator is required prior to beginning any operations a Payment Unit to determine landing 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

5.2.1 - Slash

5.2.1.8 - Slash height (12/08)

No slash or tree tops may exceed 24 inches in height.

5.2.1.10 - No slash in openings (5/10)

No brush or logging debris is to be left in the openings indicated by G0 on the Timber Sale Map (adjacent to PU's 2&3). Any damage to the opening shall be repaired according to specifications of the Unit Manager or his/her representative.

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) 2, unless changed by written agreement, cutting and skidding must take place during snow-off conditions when the ground is not frozen. This restriction is is meant to maximize soil scarification throughout the sale area to promote regeneration of pine and oak tree species.

5.2.3.3 - Bark slippage restriction (3/09)

Within Payment Unit(s) 3, unless changed by written agreement, cutting and skidding are not permitted during the period of April 15 to July 15. This restriction is because of bark slippage.

5.2.4 - Dead and Down Creation

5.2.4.3 - Dead and down creation, dead trees (6/07)

Except as provided for in General Condition and Requirement 5.2.2, no dead trees, standing or down, are to be cut, skidded, or processed.

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 trees painted with Pink "D's" within Payment Units 1-2. 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. If it becomes impractical or impossible to push over a tree, severing or partially severing the tree is acceptable.

5.2.16 - Equipment recommended (11/18)

It is recommended that Payment Unit 2 be harvested using whole tree equipment/operations. If this equipment is not available, it is then recommended that tracked processor(s) and forwarder(s) be used to harvest Unit 2. Regardless of equipment used, the producer is STRONGLY ENCOURAGED to create as much soil scarification with harvest equipment as possible. The goal is to scarify soils in order to promote establishment/regeneration of pine species.

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

Some skid trails in Payment Unit 3 may require extra protection such as that afforded by timber mats, interlocking composite mats, or another approved system. Approximately 100-200 feet of trail may 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 three or more broken

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.

5.4 - 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 are 12 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.

5.8 - 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 haul routes 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.

