

DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN TIMBER SALE PROSPECTUS #7445

SCHEDULED SALE DATE AND TIME: 10:00 a.m. (local time) on June 18, 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:

Eagle Camp Mix (54-041-23) / T30N, R08E, SEC. 31, SENE.

T30N, R08E, SEC. 32, NW, NESW.

Alpena County, Advertised Price \$75,953.25, 48.0 Acres, Aspen, Hardwood.

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

- -Private landowner access is required. Refer to timber sale spec 4.4.1 for details.
- -Seasonal operational restrictions apply. Refer to timber sale specs 5.2.3.1, 5.8.6, and 5.2.3.5 for details.

Access may be through private or other public land.

TIMBER SALE INFORMATION

Eagle Camp Mix (54-041-23)
T30N, R08E, SEC. 31; T30N, R08E, SEC. 32.
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- -Private landowner access is required. Refer to timber sale spec 4.4.1 for details.
- -Seasonal operational restrictions apply. Refer to timber sale specs 5.2.3.1, 5.8.6, and 5.2.3.5 for details.

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	ESTIMATED UNITS*		ADVERTISED PRICE	
Sawtimber				
Black/Red (Hybrid) Oak	3.6	MBF	\$	124.00 / MBF
Mixed Aspen	89.1	MBF	\$	112.00 / MBF
Red Maple	8.8	MBF	\$	72.00 / MBF
Red Oak	84.0	MBF	\$	189.00 / MBF
Red Pine	51.1	MBF	\$	139.00 / MBF
White Pine	50.7	MBF	\$	127.00 / MBF
Pulpwood				
Balsam Fir	67	Cords	\$	20.10 / Cord
Mixed Aspen	460	Cords	\$	24.15 / Cord
Mixed Hardwood	287	Cords	\$	23.60 / Cord
Mixed Oak	297	Cords	\$	30.00 / Cord
Mixed Spruce	22	Cords	\$	9.25 / Cord
N. White Cedar	3	Cords	\$	9.35 / Cord
Paper Birch	47	Cords	\$	15.90 / Cord
Red Pine	68	Cords	\$	40.05 / Cord
White Pine	126	Cords	\$	28.85 / Cord

^{*} The total volume is statistically estimated within plus (+) or minus (-) 35.72 percent. There are an estimated 2,053 cords on this timber sale, plus or minus 733 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 \$3,797.66 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	13.1%
02	21.1%
03	39.1%
04	26.7%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 12/31/2026.

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	
162,188	2,053	35.72%	1,320	2,786	

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
2	38,227	484	28.68%	345	623
9	48,560	615	22.13%	479	751
15	46,628	590	35.83%	379	802
61	28,774	364	37.91%	226	502
TOTAL:	162,188	2,053		1,429	2,677

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.

TOTAL:	48.0		48.0
61	8.4	1	8.4
15	11.1	4	11.1
9	16.5	3	16.5
2	12.0	2	12.0
VDU	VDU ACRES	PU	PU ACRES

DESCRIPTION OF TIMBER BY PU (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Mixed Aspen	Sawtimber	16.4	MBF	8.4	\$9,972.85
	B. T. Aspen		16.4	MBF		
	Red Maple		6.6	MBF		
	Red Oak		3.1	MBF		
	Red Pine		0.5	MBF		
	Balsam Fir	Pulpwood	20	Cords		
	Balsam Fir	Sawtimber	1.3	MBF		
	Balsam Fir	Pulpwood	17	Cords		
	Mixed Aspen	·	79	Cords		
	B. T. Aspen		79	Cords		
	Mixed Hardwood		157	Cords		
	Sugar Maple	Sawtimber	0.6	MBF		
	Beech	Pulpwood	20	Cords		
	Red Maple	, a.p.iiooa	96	Cords		
	Sugar Maple		39	Cords		
	Yellow Birch		1	Cords		
	Mixed Oak		14	Cords		
	Red Oak		14	Cords		
	N. White Cedar			Cords		
		Caustinahas	3			
	N. White Cedar	Sawtimber	1.0	MBF		
	N. White Cedar	Pulpwood	1	Cords		
	Paper Birch	.	20	Cords		
	Paper Birch	Sawtimber	2.6	MBF		
	Paper Birch	Pulpwood	15	Cords		
	Red Pine		2	Cords		
	White Pine		5	Cords		
2	Black/Red (Hybrid	Sawtimber	3.6	MBF	12.0	\$16,007.55
	Mixed Aspen		27.2	MBF		
	B. T. Aspen		14.0	MBF		
	Quaking Aspen		13.2	MBF		
	Red Oak		6.9	MBF		
	Red Pine		4.2	MBF		
	White Pine		5.2	MBF		
	Balsam Fir	Pulpwood	27	Cords		
	Balsam Fir		27	Cords		
	Mixed Aspen		172	Cords		
	B. T. Aspen		163	Cords		
	Quaking Aspen		9	Cords		
	Mixed Hardwood		10	Cords		
	Red Maple		10	Cords		
	Mixed Oak		117	Cords		
	/Red (Hybrid) Oak		51	Cords		
	Red Oak		66	Cords		
	Red Pine		15	Cords		
	White Pine		32	Cords		
3	Mixed Aspen	Sawtimber	0.7	MBF	16.5	\$29,680.80
J	B. T. Aspen	241141111111111111111111111111111111111	0.7	MBF	10.0	Ψ20,000.00
	Red Maple		0.6	MBF		
	Red Oak		74.0	MBF		
	Red Oak Red Pine		74.0 8.5	MBF		
			43.1	MBF		
	White Pine	Dulpwood				
	Balsam Fir	Pulpwood	3	Cords		
	Balsam Fir		3	Cords		
	Mixed Aspen		18	Cords		
	B. T. Aspen		18	Cords	l	

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
3 con't	Mixed Hardwood	Pulpwood	40	Cords		
	Red Maple		40	Cords		
	Mixed Oak		159	Cords		
	Red Oak		159	Cords		
	Mixed Spruce		8	Cords		
	White Spruce	Sawtimber	0.9	MBF		
	White Spruce	Pulpwood	6	Cords		
	Paper Birch		10	Cords		
	Paper Birch		10	Cords		
	Red Pine		15	Cords		
	White Pine		65	Cords		
4	Mixed Aspen	Sawtimber	44.8	MBF	11.1	\$20,292.05
	B. T. Aspen		44.8	MBF		
	Red Maple		1.6	MBF		
	Red Pine		37.9	MBF		
	White Pine		2.4	MBF		
	Balsam Fir	Pulpwood	17	Cords		
	Balsam Fir		17	Cords		
	Mixed Aspen		191	Cords		
	B. T. Aspen		191	Cords		
	Mixed Hardwood		80	Cords		
	Red Maple		80	Cords		
	Mixed Oak		7	Cords		
	/Red (Hybrid) Oak		7	Cords		
	Mixed Spruce		14	Cords		
	White Spruce	Sawtimber	4.3	MBF		
	White Spruce	Pulpwood	5	Cords		
	Paper Birch		17	Cords		
	Paper Birch	Sawtimber	2.4	MBF		
	Paper Birch	Pulpwood	12	Cords		
	Red Pine		36	Cords		
	White Pine		24	Cords		
		TOTAL:	287.3	MBF		
		TOTAL:	1,377	Cords		

Sale Specific Conditions & Requirements

Sale Name: Eagle Camp Mix Sale Number: 54-041-23 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 and red paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red 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.

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, with the following exceptions:

- Within Payment Unit(s) 1 and 2, do not cut green painted trees or sub-merchantable pine tree seedlings and saplings in accordance with sale spec 3.4.1.
- Within Payment Unit(s) 3, do not cut green painted trees.

Special protection trees identified in accordance with condition 3.4.2, within clearcutting unit boundaries, are not Included Timber and are to be protected. Orange marked habitat trees in Payment Units 1 and 2 are to be handled as detailed in spec 5.2.4.7.

2.1.7 - Leave tree marked unit(s) (6/14)

Within Payment Unit(s) 4, cut all trees that are two (2) inches or more at DBH, except do not cut any trees marked with purple paint (above and below stump height), cedar, or hemlock, or sub-merchantable pine seedlings and saplings in accordance with sale spec 3.4.1.

Special protection trees identified in accordance with condition 3.4.2, within clearcutting unit boundaries, are not Included Timber and are to be protected. Orange marked habitat trees are to be handled as detailed in timber sale spec 5.2.4.7.

2.2 - Utilization

2.2.6 - Roundwood operation required (3/21)

The skidding of whole trees or tree segments with limbs attached is prohibited within Payment Unit(s) 1, 2 and 4. All products must be produced as roundwood and forwarded to existing roads or landing areas in final product length.

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, 2 and 4, if more than 20% of pine tree 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 \$250 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 within Payments Units 1 and 2 or marked with purple paint within Payment Unit 4. If the Purchaser's operations have cut or damaged special protection trees through carelessness, the Purchaser shall pay \$250 per green painted tree and \$150 per purple painted tree 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 1.6 mile stretch of forest road called "Devils Lake Trail" south from Spruce Road. It is the Purchaser's responsibility to protect these culverts from damage during all operations. Fill required to protect these culverts is the responsibility of the Purchaser and all fill material must be approved by the Sale Administrator prior to placement. If the Purchaser's operations damage any of these culverts, the Purchaser will replace each culvert damaged according to the Michigan Forestry Best Management Practices (BMPs) IC4011 Revision dated July 10, 2023.

In addition, a drainage culvert is present at the west edge of the northern portion of Payment Unit 4 as called out on the Timber Sale Map. If damaged by timber sale operations, the Purchaser must also replace this culvert per BMPs.

Any permits required for replacing damaged culverts is the responsibility of the Purchaser.

4.1.6 - Road construction (4/24)

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: Extensive road work may be required for hauling wood from Payment Units 2-4 north approximately 2.4 miles to Spruce Road. The road condition of this stretch of forest road varies seasonally.

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. This fill material must be crushed rock or cobble, and may not contain clay.

4.2.3 - Road maintenance (8/13)

The following road maintenance is required: Within 30 days of completion of hauling, or if no hauling occurs for 30 days, the forest road south from Spruce Road to where it terminates north of Payment Unit 4 and south of Payment Unit 3, must be maintained and graded. This includes cleaning of drainage areas, grading, crowning and filling with gravel, if necessary. Damages will be assessed if grading/repair does not occur.

4.4 - Access

4.4.1 - Private property access (3/11)

Permission for access across private land is required for the harvesting of Payment Unit 1 and the south portion of Payment Unit 4. Permission for access across private land is the responsibility of the Purchaser. 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. 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

5.2.3.1 - Operating restrictions (9/11)

Within Payment Unit(s) 1 and the southern portion of Payment Unit 4, unless changed by written agreement, cutting, skidding, and hauling are not permitted during the period of September 25 to January 1. This restriction is in place to protect private landowner interests.

5.2.3.5 - Oak wilt restriction (1/18)

Within Payment Unit(s) 1-4, 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.

5.2.3.11 - 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 orange ringed trees after all designated wood has been forwarded from Payment Unit 1, 2 and 4. 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)

Some roads or skid trails may require extra protection such as that afforded by timber mats, interlocking composite mats, or another approved system. Approximately 100 feet of wood forwarding trail may need extra protection at southeast edge of the northern portion of Payment Unit 4 as 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.

5.3 - Stream Protection

5.3.2 - Parking equipment near water (10/23)

Within Payment Unit(s) 1 and 4, 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.

5.4.4 - Slope protection (9/19)

Skid trails and roads on slopes shall be water barred with slash, as soon as use is complete to prevent erosion. Steep slope forwarding is required in Payment Unit 1.

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 \$1,000 as fixed, agreed and liquidated damages for each acre or part thereof cut or damaged. The Purchaser is required to contact DNR Forester Dale Parris at (989) 590-1204 prior to beginning sale operations in each Payment Unit 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.

5.8.6 - Protection of eagle nests (5/12)

To protect an active eagle's nest, all harvesting operations within the northern portion of Payment Unit 4 and north from Payment Unit 4 to the southern edge of Payment Unit 3 are limited to the period of September 1 through December 31. If the eagle's nest is used as the primary rearing nest in a given year, the southern 330 feet of Payment Unit 3 will be added to the

aforementioned no operations zone.

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 5/23/2024 4:52:36PM

