

DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN TIMBER SALE PROSPECTUS #7312

SCHEDULED SALE DATE AND TIME: 10:00 a.m. (local time) on December 5, 2023.

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:

Hard Bottom Mix (54-020-22) / T36N, R02E, SEC. 27, NENW,S1/2NW,W1/2NE,SW,SWSE.

Presque Isle County, Advertised Price \$29,102.55, 77.5 Acres, Hardwood, N White Cedar.

SALE NOTE: Within Payment Units 1-4, cutting, skidding and hauling are limited to very dry or frozen ground conditions (see spec 5.2.3.1). In order to establish usable/operable access to Payment Units 2 and 3, it is required that Payment Unit 1 be harvested first (see spec 3.6.1). Note that there are some challenging operational conditions and long skidding/hauling distances in Payment Units 1-3. Although lowland conditions are common throughout the Sale Area, there tended to be a cobble and/or hard rock bottom just below the soil substrate.

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

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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>ADVE</u>	RTISED PRICE
Sawtimber				
Mixed Aspen	88.6	MBF	\$	42.00 / MBF
N. White Cedar	125.6	MBF	\$	20.00 / MBF
Red Maple	64.3	MBF	\$	35.00 / MBF
Red Oak	7.3	MBF	\$	66.00 / MBF
Red Pine	77.6	MBF	\$	48.00 / MBF
White Pine	26.7	MBF	\$	51.00 / MBF
Pulpwood				
Balsam Fir	98	Cords	\$	9.35 / Cord
Mixed Aspen	361	Cords	\$	9.45 / Cord
Mixed Hardwood	549	Cords	\$	9.50 / Cord
Mixed Spruce	145	Cords	\$	3.30 / Cord
N. White Cedar	362	Cords	\$	7.80 / Cord
Paper Birch	190	Cords	\$	4.80 / Cord
Red Oak	53	Cords	\$	11.55 / Cord
Red Pine	27	Cords	\$	14.00 / Cord
White Pine	29	Cords	\$	10.45 / Cord

^{*} The total volume is statistically estimated within plus (+) or minus (-) 19.61 percent. There are an estimated 2,796 cords on this timber sale, plus or minus 549 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 \$1,455.13 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	48.5%
02	7.4%
03	10.6%
04	33.5%

- 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	
220,899	2,796	19.61%	2,248	3,345	

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
13	118,050	1,494	29.15%	1,059	1,930
24	71,308	903	27.12%	658	1,147
28	9,698	123	85.44%	18	228
35	14,347	182	202.83%	0	550
89	7,496	95	127.80%	0	216
TOTAL:	220,899	2,796		1,734	4,071

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
13	32.9	1	32.9
24	25.3	4	25.3
28	10.7	2	10.7
35	5.1	3	5.1
89	3.5	3	3.5
TOTAL:	77.5		77.5

DESCRIPTION OF TIMBER BY PU (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Mixed Aspen	Sawtimber	65.0	MBF	32.9	\$14,110.70
	B. T. Aspen		55.5	MBF		
	Quaking Aspen		9.5	MBF		
	N. White Cedar		108.2	MBF		
	Red Maple		19.5	MBF		
	Red Pine		4.8	l _{MBF}		
	White Pine		3.8	MBF		
	Balsam Fir	Pulpwood	39	Cords		
	Mixed Aspen	i dipwood	249	Cords		
	B. T. Aspen		126	Cords		
	Quaking Aspen		123	Cords		
	Mixed Hardwood		244	Cords		
			244	Cords		
	Red Maple					
	Mixed Spruce		48	Cords		
	Black Spruce		7	Cords		
	White Spruce		41	Cords		
	N. White Cedar		282	Cords		
	Paper Birch		79	Cords		
	Paper Birch		79	Cords		
	Red Oak		15	Cords		
	Red Pine		2	Cords		
	White Pine		13	Cords		
2	Mixed Aspen	Sawtimber	3.8	MBF	10.7	\$2,154.95
	B. T. Aspen		3.8	MBF		
	Red Maple		0.8	MBF		
	Red Pine		31.5	MBF		
	Mixed Aspen	Pulpwood	9	Cords		
	B. T. Aspen	-	9	Cords		
	Mixed Hardwood		11	Cords		
	Red Maple		11	Cords		
	Red Pine		16	Cords		
	White Pine		4	Cords		
3	Mixed Aspen	Sawtimber	8.0	MBF	8.6	\$3,082.60
Ū	B. T. Aspen	Cawanisci	8.0	MBF	0.0	ψ0,002.00
	Red Maple		22.1	MBF		
	Red Oak		2.2	MBF		
	Red Pine		1.9	MBF		
	Balsam Fir	Pulpwood	1.9	Cords		
		r uipwood	34			
	Mixed Aspen		34 34	Cords Cords		
	B. T. Aspen					
	Mixed Hardwood		95 05	Cords		
	Red Maple		95	Cords		
	N. White Cedar		7	Cords		
	Paper Birch		41	Cords		
	Paper Birch		41	Cords		
	Red Oak		8	Cords		
	Red Pine		1	Cords		
	White Pine		5	Cords		
4	Mixed Aspen	Sawtimber	11.8	MBF	25.3	\$9,754.30
	B. T. Aspen		11.8	MBF		
	N. White Cedar		17.4	MBF		
			1 240	MBF		
	Red Maple		21.9	וטועו ן		
	Red Maple Red Oak		5.1	MBF		
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DESCRIPTION OF TIMBER BY PU (PU), CON'T

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
4 con't	Balsam Fir	Pulpwood	48	Cords		
	Mixed Aspen		69	Cords		
	B. T. Aspen		15	Cords		
	Quaking Aspen		54	Cords		
	Mixed Hardwood		199	Cords		
	Silver Maple	Sawtimber	2.2	MBF		
	Red Maple	Pulpwood	157	Cords		
	Silver Maple		38	Cords		
	Mixed Spruce		97	Cords		
	Black Spruce		97	Cords		
	N. White Cedar		73	Cords		
	Paper Birch		70	Cords		
	Paper Birch	Sawtimber	10.6	MBF		
	Paper Birch	Pulpwood	49	Cords		
	Red Oak		30	Cords		
	Red Pine		8	Cords		
	White Pine		7	Cords		
		TOTAL:	390.1	MBF		
		TOTAL:	1,814	Cords		

Sale Specific Conditions & Requirements

Sale Name: Hard Bottom Mix Sale Number: 54-020-22 Seq#: 3

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. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint. Interior retention islands are marked with red painted 'X's'. Boundary excluded retention areas are shown on the Timber Sale Map. No harvesting may occur within any designated retention area. The red, blue and yellow 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, 3 & 4, cut all trees that are two (2) inches or more at DBH, with the following exceptions:

- Within Payment Unit 1, do not cut red and white pine that are twenty (20) inches or more at DBH or any hemlock.
- Within Payment Unit 3, do not cut any hemlock, yellow birch, or trees marked with green paint.
- Within Payment Unit 4, do not cut red pine that are twenty-four (24) inches or more at DBH or white pine that are twenty (20) inches or more at DBH. In addition, do not cut any hemlock or trees marked with green paint.

See Sale Condition 3.4.1 - "Damaged Timber" regarding protection of pine, oak and spruce seedlings/saplings in Payment Units 1-4.

Special protection trees identified in accordance with condition 3.4.2, within clearcutting unit boundaries, are not Included Timber and are to be protected.

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

Within Payment Unit(s) 2, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

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 2. All products must be produced as roundwood and forwarded to existing roads or landing areas in final product length.

2.2.10 - No chipping tops and limbs (8/16)

Within Payment Unit(s) 1, 3 & 4, chipping of limbs or tops is not permitted in order to protect areas with wet sensitive soils. Limbs and the remaining top must be left on site and scattered.

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (7/14)

Payment Unit(s) 1 & 4 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 allowed for Payment Units 1 & 4.

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 pine, oak and spruce seedlings and saplings within Payment Units 1-4. As much as possible, harvesting operations should try to go around pockets that are heavy with pine, oak and spruce seedlings/saplings, many of which are 5-20 feet tall. Within the Sale Area, if more than 50% of the 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. Seedling and saplings cut cleanly in skid rows for operability will not be counted as 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 the handful of Legacy white and red pine trees located throughout Payment Units 1-4. Legacy trees are longer-lived species that are twenty-six (26) inches or more at DBH, or 150+ years old. In either case they will exhibit some of the following characteristics: presence of hollows and cavities, broken tops/crowns, fire scars, thick plate-like fire-resistant bark and super-canopy crown position. If the Purchaser's operations have cut or damaged special protection trees through carelessness, the Purchaser shall pay \$500.00 as fixed, agreed and liquidated damages for each special protection tree cut or damaged. Such payment does not constitute ownership of the undesignated timber.

3.6 - Payment Unit Cutting Schedule

3.6.1 - Order of cutting (1/09)

Unless the Purchaser is granted permission through private property, Payment Unit 1 must be harvested first, to establish access to Payment Units 2 and 3.

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.

4.1.6 - 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.

4.1.7 - 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. Some existing roads may also need to be closed; the Sale Administrator will identify these locations. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth. Stumps and brush must be placed along the remainder of the trail. These roads must be rendered impassable to cars and trucks. Stumps from road building and landing construction should be reserved and then used to block any newly constructed roads upon completion of the sale. These stumps must be scattered along the road system to prohibit vehicular movement. Temporary berms may be required if no sale activity occurs for 30 or more consecutive days. Contact the Sale Administrator for specific details of design and placement.

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. Access routes to each Payment Unit already have holes or may develop holes

depending on seasonal conditions. 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, state forest roads may need to be graded. 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, 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.

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 may be required by the DNR.

5 - Operations

5.1 - Notification

5.1.6 - Utility R.O.W. (4/19)

It is the responsibility of the Purchaser to obtain permission from the utility company to utilize the power line R.O.W. for operations.

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.11 - Slash for reforestation (3/21)

To facilitate reforestation, Payment Units 1-4 shall be left with slash evenly distributed. Bunched tops within the cutting area that have not been used to construct brush piles (see spec 5.2.4.2) shall be broken up and scattered. Stumps shall be cut low to the ground. Processing sites shall not be left with a compacted layer of slash; tops from these sites shall be hauled back into the cut area and scattered.

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) 1-4, unless changed by written agreement, cutting, skidding, and hauling are limited to very dry or frozen ground conditions. This restriction is because of operationally difficult wet and sensitive soils located throughout areas of Payment Units 1-4.

5.2.3.3 - Bark slippage restriction (3/09)

Within Payment Unit(s) 2, 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.

5.2.3.11 - Coppice regeneration protection (4/10)

Timber harvesting in Payment Units 1, 3 and 4 must be completed before significant sprouting occurs in that Payment Unit so as to minimize damage to the new regeneration.

5.2.4 - Dead and Down Creation

5.2.4.2 - Dead and down creation, hare and grouse (1/14)

To improve habitat for snowshoe hare, grouse, and other species, the Purchaser is to leave evenly scattered, linear (not round) brush piles composed of at least six (6) of the largest available tops on the ground for every two (2) acres within

Payment Units 1, 3 and 4. These brush piles can be constructed from the tops of any available tree species. Focus placing some brush piles near or against lowland ground that borders areas of Payment Units 1, 3 and 4. Contact the Sale Administrator for specific details of design and placement.

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 a Pink "D" within Payment Units 1-4. 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. If it becomes impractical or impossible to push over a tree, severing or partially severing the tree is acceptable.

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. Two known locations that might require mats are 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.

5.2.39 - ORV trail/route protection (4/18)

Bummers Roost ATV Trail is located west of Payment Unit 4 and is shown on the Timber Sale Map. The trail intersects the -likely- haul route that will be used during operations in Payment Unit 4. Do not cut trees or damage posts with yellow ORV markers. All stumps within 5 feet of the trail must be cut flush with the ground. Maintain a 10-foot-wide slash, debris, and rut free zone daily using the ORV trail or route as the centerline.

5.2.41 - Snowmobile trail protection (9/11)

Snowmobile Trail 99 is located south of Payment Unit 4 and is shown on the Timber Sale Map. Haul trucks will need to use a portion of the trail once operations begin in Payment Unit 4. 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. Maintain a 10-foot-wide slash, debris, and rut free zone daily using the snowmobile trail as the centerline. Any stumps within 10 feet of the snowmobile trail must be cut at ground level.

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 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.

6.2.3 - Recreational trail posting (10/20)

The Purchaser is responsible for posting and maintaining caution signs on Snowmobile Trail 99 and Bummers Roost ATV Trail prior to beginning operations. The trail must be posted at appropriate distances from the Sale Area to warn of logging activity and truck traffic at both ends of the trail. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

Section Name: Sale Specific Current as of 8/21/2023 3:47:38PM

