

DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN <u>TIMBER SALE PROSPECTUS #7380</u>

<u>SCHEDULED SALE DATE AND TIME:</u> 10:00 a.m. (local time) on March 12, 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:

<u>Up Down Aspen</u> (54-024-23) / T29N, R03E, SEC. 20, E1/2SE. T29N, R03E, SEC. 21, SENW,SW,W1/2SE.

Montmorency County, Advertised Price \$161,489.15, 94.7 Acres, Aspen, Hardwood.

SALE NOTE: Very good access into Payment Units 1-3. Operations in Payment Unit 4 are restricted to very cold or dry conditions due to soft ground. Minimal road work will be needed to access Payment Unit 4. Some areas within Payment Unit 4 may need to be matted with slash and/or treetops during operation. No recreational sites present. Soft Oak wilt restrictions within Payment Units 1 & 2. No chipping of oak and hardwood tops; these will be required to be placed over cut hardwood (sugar maple and oak) stumps. Some steep slopes present within portions of Payment Units 1 & 2.

TIMBER SALE INFORMATION

<u>Up Down Aspen (54-024-23)</u> T29N, R03E, SEC. 20; T29N, R03E, SEC. 21. Montmorency County (Advertised Price \$161,489.15)

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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	<u>ESTIMATE</u>	ED UNITS*	AD\	/ERTISED PRICE
Sawtimber				
Basswood	46.9	MBF	\$	87.00 / MBF
Mixed Aspen	230.3	MBF	\$	116.00 / MBF
Red Maple	23.2	MBF	\$	81.00 / MBF
Red Oak	206.0	MBF	\$	191.00 / MBF
Sugar Maple	18.0	MBF	\$	314.00 / MBF
White Pine	42.5	MBF	\$	133.00 / MBF
Pulpwood				
Balsam Fir	265	Cords	\$	22.50 / Cord
Basswood	87	Cords	\$	16.00 / Cord
Black Spruce	46	Cords	\$	9.95 / Cord
Mixed Aspen	1,567	Cords	\$	26.30 / Cord
Mixed Hardwood	544	Cords	\$	25.10 / Cord
Northern Pin Oak	7	Cords	\$	29.45 / Cord
Paper Birch	75	Cords	\$	17.15 / Cord
Red Oak	349	Cords	\$	29.45 / Cord
White Pine	129	Cords	\$	28.80 / Cord

* The total volume is statistically estimated within plus (+) or minus (-) 9.05 percent. There are an estimated 4,303 cords on this timber sale, plus or minus 390 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 \$8,074.46 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

	PERCENT OF TOTAL SALE
01	38.4%
02	32.0%
03	14.2%
04	15.4%

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	
339,931	4,303	9.05%	3,913	4,693	

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
8	42,247	535	26.76%	392	678
10	9,306	118	127.80%	0	268
16	94,720	1,199	18.70%	975	1,423
17	115,838	1,466	14.66%	1,251	1,681
23	77,819	985	22.70%	761	1,209
TOTAL:	339,931	4,303		3,379	5,259

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:	94.7		94.7
23	24.3	4	24.3
		2	16.7
17	31.9	1	15.2
		2	9.0
16	22.8	1	13.8
10	3.6	3	3.6
8	12.1	3	12.1
VDU	VDU ACRES	PU	PU ACRES

DESCRIPTION OF TIMBER BY PU (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Basswood	Sawtimber	26.5	MBF	29.0	\$62,073.60
	Mixed Aspen		98.8	MBF		
	B. T. Aspen		78.3	MBF		
	Quaking Aspen		20.5	MBF		
	Red Maple		4.8	MBF		
	Red Oak		119.6	MBF		
	Sugar Maple		9.1	MBF		
	Basswood	Pulpwood	46	Cords		
	Mixed Aspen		377	Cords		
	B. T. Aspen		256	Cords		
	Quaking Aspen		121	Cords		
	Mixed Hardwood		217	Cords		
	Beech	Sawtimber	4.1	MBF		
	Beech	Pulpwood	36	Cords		
	Ironwood		7	Cords		
	Red Maple		11	Cords		
	Sugar Maple		155	Cords		
	Paper Birch		34	Cords		
	Paper Birch	Sawtimber	1.9	MBF		
	Paper Birch	Pulpwood	30	Cords		
	Red Oak	Í Í	188	Cords		
2	Basswood	Sawtimber	17.3	MBF	25.7	\$51,597.35
	Mixed Aspen		106.1	MBF		
	B. T. Aspen		83.6	MBF		
	Quaking Aspen		22.5	MBF		
	Red Maple		3.3	MBF		
	Red Oak		79.0	MBF		
	Sugar Maple		6.3	MBF		
	Basswood	Pulpwood	37	Cords		
	Mixed Aspen		412	Cords		
	B. T. Aspen		280	Cords		
	Quaking Aspen		132	Cords		
	Mixed Hardwood		175	Cords		
	Beech	Sawtimber	2.7	MBF		
	Beech	Pulpwood	27	Cords		
	Ironwood		7	Cords		
	Red Maple		8	Cords		
	Sugar Maple		128	Cords		
	Paper Birch		33	Cords		
	Paper Birch	Sawtimber	1.3	MBF		
	Paper Birch	Pulpwood	30	Cords		
	Red Oak		138	Cords		
3	Basswood	Sawtimber	3.1	MBF	15.7	\$23,001.10
	Mixed Aspen		25.4	MBF		
	B. T. Aspen		15.9	MBF		
	Quaking Aspen		9.5	MBF		
	Red Maple		15.1	MBF		
	Red Oak		7.4	MBF		
	Sugar Maple		2.6	MBF		
	White Pine		29.8	MBF		
	Balsam Fir	Pulpwood	58	Cords		
	Balsam Fir	Sawtimber	0.8	MBF		
	Balsam Fir		56	Cords		
			56 4 203	Cords Cords Cords		

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
3 con't	B. T. Aspen	Pulpwood	113	Cords		
	Quaking Aspen		90	Cords		
	Mixed Hardwood		71	Cords		
	Black Cherry		5	Cords		
	Ironwood		6	Cords		
	Red Maple		40	Cords		
	Sugar Maple		20	Cords		
	Northern Pin Oak		7	Cords		
	Northern Pin Oak	Sawtimber	1.4	MBF		
	Northern Pin Oak	Pulpwood	4	Cords		
	Red Oak		23	Cords		
	White Pine		104	Cords		
4	White Pine	Sawtimber	12.7	MBF	24.3	\$24,809.15
	Balsam Fir	Pulpwood	207	Cords		
	Balsam Fir		207	Cords		
	Black Spruce		46	Cords		
	Mixed Aspen		575	Cords		
	B. T. Aspen		64	Cords		
	Quaking Aspen		511	Cords		
	Mixed Hardwood		80	Cords		
	Black Cherry		11	Cords		
	Red Maple		69	Cords		
	Paper Birch		9	Cords		
	Paper Birch		9	Cords		
	White Pine		25	Cords		
		TOTAL:	566.9	MBF		
		TOTAL:	3,069	Cords		

Sale Specific Conditions & Requirements

Sale Name: Up Down Aspen

Sale Number: 54-024-23 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, orange, and yellow paint, along with a road. 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, with the exception of the eastern boundaries of Payment Units 1 & 2 and the western boundary of Payment Unit 3, which are unpainted and represented by Blue Lake Road. The western boundaries of Payment Units 1 & 2 are marked with orange, all other painted state boundaries are marked with red. Interior Payment Unit boundaries are marked with yellow paint. Retention patches are marked with red X's; no harvesting activities may occur within these areas. The painted boundary line trees are not Included Timber and are to be protected unless marked with orange paint. Yellow painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid.

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 in Payment Units 1-4, do not cut any trees marked with timber teal paint and in Payment Unit 4 do not cut any cedar. Special protection trees identified in accordance with condition 3.4.2, within clearcutting unit boundaries, are not Included Timber and are to be protected.

2.2 - Utilization

2.2.9 - No chipping permitted (12/08)

Within Payment Unit(s) 1 & 2, in the "M9" portions which are labeled on the Timber Sale Map, the chipping of tops is not permitted. Tops and/or slash most be placed over top of cut oak and sugar maple stumps. See spec 5.2.1.11 for more details.

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (7/14)

Payment Unit(s) 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 timber teal paint. 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, or be chipped, utilized & otherwise removed from 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 chipped, utilized or otherwise removed from the sale. 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. In general, this will require constructing double earthen berms at strategic 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. All stumps from road building and landing construction must be reserved 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.

4.1.11 - Permits (2/12)

The Purchaser will secure any necessary permits that may be required.

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 into Payment Unit 4 may require fill and minor road work.

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 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.

5.1.3 - Well heads and natural gas pipelines (11/15)

The Purchaser is responsible for contacting the gas or pipeline company 14 days prior to operating equipment in the vicinity of well heads or natural gas pipelines.

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

5.2.1 - Slash

5.2.1.11 - Slash for reforestation (3/21)

To facilitate reforestation within portions of Payment Units 1 & 2 that are labeled as "M9" on the Timber Sale Map, slash and/or treetops must be piled over cut sugar maple & oak stumps. This is in attempt to reduce deer browse pressure on sugar maple & oak regeneration. There is a clear transition between the "A9" aspen and the "M9" hardwood stands.

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

5.2.3.5 - Oak wilt restriction (1/18)

Within Payment Units 1 & 2, 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.

5.2.4 - 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 two 10 inch diameter or larger log size pieces on the ground for every two acres. They should be scattered throughout the sale and left at least 1-2 chains from any road or trail. If possible, the trees should be felled so they overlap and still have the root ball still attached. They can be of any tree species. This will apply to the "A9" stand in Payment Units 1 & 2, along with the entirety of Payment Units 3 & 4.

5.2.22 - Operating Caution

5.2.22.1 - Operating caution (6/11)

It is recommended, but not required, that within Payment Unit(s) 4, cutting, skidding, and hauling occur during dry summer or frozen winter conditions. The reason for the recommendation is because of saturated soils and seasonally wet ground within the Payment Unit.

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

5.4.4 - Slope protection (9/19)

Skid trails and roads on slopes shall be water barred with slash and stumps as soon as use is complete to prevent erosion. Payment Units 1 & 2 contain steep hills in some 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 Blue Lake Road 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.

Current as of 1/27/2024 3:32:56PM

