

DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

TIMBER SALE PROSPECTUS #6874

<u>SCHEDULED SALE DATE AND TIME:</u> 10:00 a.m. (local time) on November 23, 2021. <u>LOCATION:</u> ATLANTA MGMT UNIT, 13501 M 33, ATLANTA, MI 49709.

CONTACT NAME: Cody Stevens PHONE NUMBER: (989) 785-4251

PROSPECTUS NOTE: 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>Andor Down Under</u> (54-014-20) / T29N, R06E, SEC. 17, SESW.
T29N, R06E, SEC. 20, N1/2NW,NWNE.
Alpena County, Advertised Price \$34,669.35, 45.3 Acres, Aspen, Red Oak.
SALE NOTE: 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.

TIMBER SALE INFORMATION

<u>Andor Down Under (54-014-20)</u> T29N, R06E, SEC. 17; T29N, R06E, SEC. 20. Alpena County (Advertised Price \$34,669.35)

SALE NOTE: 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.

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 T-Sale computer program and our traditional volume equations. Bids must be at or above the following advertised price for each product and species:

PRODUCTS & SPECIES	ESTIMATED UNITS*		<u>AD</u> V	ADVERTISED PRICE	
Sawtimber					
B. T. Aspen	24.8	MBF	\$	105.00 / MBF	
Basswood	14.8	MBF	\$	46.00 / MBF	
Red Oak	55.7	MBF	\$	166.00 / MBF	
Sugar Maple	2.9	MBF	\$	403.00 / MBF	
Pulpwood					
Mixed Aspen	341	Cords	\$	26.65 / Cord	
Mixed Hardwood	215	Cords	\$	22.30 / Cord	
Red Oak	189	Cords	\$	37.50 / Cord	

* The total volume is statistically estimated within plus (+) or minus (-) 15.91 percent. There are an estimated 955 cords on this timber sale, plus or minus 152 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 \$1,733.47 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:

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PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
01	13.2%
02	20.4%
03	57.2%
04	9.2%

4. If no cutting takes place, the 10% down payment will not be refunded.

5. Operations on the contract issued will terminate on 06/30/2024.

SALE STATISTICS

SALE VOLUMES

VOLUME			STATISTICAL RANGE IN CORDS			
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM		
75,462	955	15.91%	803	1,107		

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		TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
1 7,616		96	31.37%	66	127
14	42,470	538	16.98%	446	629
15	25,391	321	18.28%	263	380
TOTAL:	75,477	955		775	1,136

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	5.4	4	5.4
14	17.4	3	16.5
		4	0.9
15	22.5	1	8.9
		2	13.6
TOTAL:	45.3		45.3

DESCRIPTION OF TIMBER BY PU (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Basswood	Sawtimber	5.9	MBF	8.9	\$4,591.25
	Red Oak		8.7	MBF		
	Sugar Maple		0.6	MBF		
	Mixed Aspen	Pulpwood	19	Cords		
	Quaking Aspen		19	Cords		
	Mixed Hardwood		50	Cords		
	Basswood		27	Cords		
	Beech		9	Cords		
	Sugar Maple		14	Cords		
	Red Oak		27	Cords		
2	Basswood	Sawtimber	8.9	MBF	13.6	\$7,080.80
	Red Oak		13.3	MBF		
	Sugar Maple		1.0	MBF		
	Mixed Aspen	Pulpwood	28	Cords		
	Quaking Aspen		28	Cords		
	Mixed Hardwood		78	Cords		
	Basswood		42	Cords		
	Beech		14	Cords		
	Ironwood		1	Cords		
	Sugar Maple		21	Cords		
	Red Oak		42	Cords		
3	B. T. Aspen	Sawtimber	23.5	MBF	16.5	\$19,806.00
	Red Oak		32.0	MBF		
	Sugar Maple		1.2	MBF		
	Mixed Aspen	Pulpwood	220	Cords		
	B. T. Aspen	-	216	Cords		
	Quaking Aspen		4	Cords		
	Mixed Hardwood		63	Cords		
	Red Maple	Sawtimber	0.6	MBF		
	Basswood	Pulpwood	7	Cords		
	Beech		3	Cords		
	Red Maple		11	Cords		
	Sugar Maple		41	Cords		
	Red Oak		114	Cords		
4	B. T. Aspen	Sawtimber	1.3	MBF	6.3	\$3,191.30
	Red Oak		1.7	MBF		
	Sugar Maple		0.1	MBF		
	Mixed Aspen	Pulpwood	74	Cords		
	B. T. Aspen		12	Cords		
	Balsam Poplar		6	Cords		
	Quaking Aspen		56	Cords		
	Mixed Hardwood		24	Cords		
	Beech		1	Cords		
	Green Ash		17	Cords		
	Red Maple		4	Cords		
	Sugar Maple		2	Cords		
	Red Oak		6	Cords		
		TOTAL:	98.2	MBF		

Sale Specific Conditions & Requirements

Sale Name: Andor Down Under

Sale Number: 54-014-20 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 green 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 green 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. Green 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) 3 and 4, cut all trees that are two (2) inches or more at DBH, except special protection trees marked with a green ring running completely around the tree. In addition, within Payment Unit 3 do not cut any pine and within Payment Unit 4 do not cut any white pine or cedar.

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

Within Payment Unit(s) 1 and 2, all trees are designated for cutting when marked with yellow paint above and below stump height, regardless of merchantability. All beech and ash trees are designated for harvesting, except for beech trees marked with green paint. Green marked beech are leave trees and are to be protected.

2.2 - Utilization

2.2.6 - Roundwood operation required (5/07)

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

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. In addition, extreme care should be taken to avoid damage to tree seedlings and saplings. Within Payment Units 3 and 4, if more than 25% of the white pine and white spruce 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 \$50 per acre for all acreage within that specified portion of the Sale Area that was damaged.

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 within Payment Units 3 and 4 and are marked with a green paint ring running completely around the tree. If the Purchaser's operations have cut or damaged special protection trees through carelessness, the Purchaser shall pay \$250 per 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.

4.1.6 - 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.

4.1.7 - Road closure (10/11)

Overgrown roads that are reopened shall be considered new roads. Some existing roads may also need to be closed. 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.

4.1.12 - 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

4.2.5 - 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 on site between the Purchaser and sale administrator is required prior to beginning any operations in 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.

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

The Purchaser is responsible for contacting the gas or pipeline company 30 days prior to operating equipment in the vicinity of well heads or natural gas pipelines. Contact Riverside Energy Michigan, LLC at (231) 995-4111.

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

5.2.3.4 - Oak wilt restriction, no exceptions (1/18) Within Payment Unit(s) 1 and 2, 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. No exceptions will be granted. This is necessary to reduce the spread of oak wilt. This spec is also necessary to prevent bark slippage on residual trees.

5.2.3.5 - Oak wilt restriction (1/18)

Within Payment Unit(s) 3 and 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 Payment Units 3 and 4 must be completed before significant tree sprouting occurs in these Payment Units 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

5.2.4.4 - Dead and down creation, grouse (6/18)

To encourage grouse and other wildlife, in Payment Unit(s) 3, leave one, 12" diameter or larger log-length (8 foot minimum) piece on the ground for every 2 acres, preferably a hardwood species such as oak or maple or if no hardwoods are present, a pine species (white or red). These trees will be evenly scattered throughout the Payment Unit, preferably at least two chains from any roads, two-tracks, or trails open to vehicles. This can be an unmerchantable piece or a full tree.

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 one deciduous tree 12 inches in DBH or greater for every 2 acres in Payment Unit 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. These pushed over trees will preferably be at least 2 chains away from any roads, two-tracks, or trails open to vehicles.

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 the presence of seasonally saturated soils.

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.

5.2.33 - Gas well re-vegetation (12/08)

In the event that the gas well is utilized for a landing, the site must be re-vegetated with a seeding mixture specified by the Unit Manager or his/her representative.

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 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 (9/09)

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.

7 - Other Conditions

7.5 - Loss

7.5.1 - Deteriorating timber (7/09)

The sale area has received damage from Emerald Ash Borer and Beech Bark Disease. The Purchaser should harvest the wood as soon as possible. The Department of Natural Resources is held free of responsibility of any further damage or deterioration due to delay in harvesting.

