

DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN TIMBER SALE PROSPECTUS #7099

SCHEDULED SALE DATE AND TIME: 9:00 a.m. (local time) on August 11, 2022.

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:

Raging Bull Hardwoods (53-003-22) / T31N, R01W, SEC. 10, NW,N1/2NE. T31N, R01W, SEC. 3, S1/2SE.

Otsego County, Advertised Price \$39,927.60, 118.4 Acres, Hardwood, Sugar Maple.

SALE NOTE: All units of volume listed for this sale were estimated using the Inventory Manager computer program and the new Michigan taper model.

TIMBER SALE INFORMATION

Raging Bull Hardwoods (53-003-22)
T31N, R01W, SEC. 10; T31N, R01W, SEC. 3.
Otsego County (Advertised Price \$39,927.60)

SALE NOTE: All units of volume listed for this sale were estimated using the Inventory Manager computer program and the new Michigan taper model.

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				
Basswood	103.1	MBF	\$	40.00 / MBF
Beech	7.5	MBF	\$	44.00 / MBF
Sugar Maple	76.6	MBF	\$	243.00 / MBF
Pulpwood				
B. T. Aspen	13	Cords	\$	18.00 / Cord
Basswood	302	Cords	\$	15.90 / Cord
Mixed Hardwood	739	Cords	\$	16.00 / Cord

^{*} The total volume is statistically estimated within plus (+) or minus (-) 7.95 percent. There are an estimated 1,512 cords on this timber sale, plus or minus 120 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 \$3,992.76 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	28.9%
02	20.7%
03	18.3%
04	13.7%
05	18.4%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2026.

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 TO		TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM	
	119,423	1,512	7.95%	1,391	1,632	

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 II	N CORDS
VDU TOTAL CUBIC FEET		TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
44	20,634	261	44.31%	145	377
47	43,960	556	27.22%	405	708
49	54,828	694	23.78%	529	859
TOTAL:	119,423	1,512		1,079	1,944

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
44	23.6	5	23.6
47	49.3	3	28.2
		4	21.1
49	45.5	1	26.5
		2	19.0
TOTAL:	118.4		118.4

DESCRIPTION OF TIMBER BY PU (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Basswood	Sawtimber	25.6	MBF	26.5	\$11,542.40
	Beech		1.7	MBF		
	Sugar Maple		25.5	MBF		
	B. T. Aspen	Pulpwood	8	Cords		
	Basswood		89	Cords		
	Mixed Hardwood		168	Cords		
	Beech		1	Cords		
	Ironwood		5	Cords		
	Paper Birch		6	Cords		
	Sugar Maple		156	Cords		
2	Basswood	Sawtimber	18.4	MBF	19.0	\$8,267.80
	Beech		1.3	MBF		
	Sugar Maple		18.3	MBF		
	B. T. Aspen	Pulpwood	5	Cords		
	Basswood		63	Cords		
	Mixed Hardwood		121	Cords		
	Beech		1	Cords		
	Ironwood		3	Cords		
	Paper Birch		5	Cords		
	Sugar Maple		112	Cords		
3	Basswood	Sawtimber	26.0	MBF	28.2	\$7,301.20
J	Beech	Cawanibon	2.6	MBF	20.2	ψ1,001.20
	Sugar Maple		10.9	MBF		
	Basswood	Pulpwood	59	Cords		
	Mixed Hardwood	Fulpwood	160	Cords		
	Paper Birch	Sawtimber	1.0	MBF		
	Beech		8	Cords		
		Pulpwood	2	Cords		
	Paper Birch			1		
4	Sugar Maple	Sawtimber	148	Cords	04.4	ФГ 455 00
4	Basswood	Sawumber	19.4	MBF	21.1	\$5,455.80
	Beech		1.9	MBF		
	Sugar Maple		8.2	MBF		
	Basswood	Pulpwood	44	Cords		
	Mixed Hardwood		119	Cords		
	Paper Birch	Sawtimber	0.8	MBF		
	Beech	Pulpwood	6	Cords		
	Paper Birch		1	Cords		
	Sugar Maple		110	Cords		
5	Basswood	Sawtimber	13.7	MBF	23.6	\$7,360.40
	Sugar Maple		13.7	MBF		
	Basswood	Pulpwood	47	Cords		
	Mixed Hardwood		171	Cords		
	Beech		3	Cords		
	Ironwood		3	Cords		
	Sugar Maple		165	Cords		
		TOTAL:	187.2	MBF		
		TOTAL	107.2	וטועו		

Sale Specific Conditions & Requirements

Sale Name: Raging Bull Hardwoods Sale Number: 53-003-22 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 yellow paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint. Tin Shanty Road is the boundary between Payment Units 3 and 5, and between Payment Units 4 and 5, and is not marked with yellow paint. The 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

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

Within Payment Unit(s) 1-5, 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. All products must be produced as roundwood and forwarded to existing roads or landing areas in final product length.

2.2.7 - Uncut designated trees (2/04)

Liquidated damages of \$5.00 per tree will be assessed for every marked tree not cut.

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. Within the Sale Area, if more than 10% 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.

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 (12/09)

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 the specified Purchase Unit Price.

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 within 30 days of completion of hauling. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth. These roads must be rendered impassable to cars and trucks. 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

4.2.4 - Grading (10/16)

If deemed necessary by the timber sale administrator, state forest roads must be graded upon completion of the sale. 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

4.4.3 - Access gate (12/08)

The access gate must be locked at all times. This is to prevent someone other than the Purchaser from going through the gate and being locked in.

5 - Operations

5.1 - Notification

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. Written permission is required before harvest operations begin and must be submitted to the Unit Manager.

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.11 - Slash for reforestation (3/21)

To facilitate reforestation, the Sale Area shall be left with slash evenly distributed. Bunched tops within the cutting area 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

5.2.3.3 - Bark slippage restriction (3/09)

Within Payment Unit(s) 1-5, cutting and skidding are not permitted during the period of March 15 to July 15. This restriction is because of bark slippage and will also exclude operations during spring break up when soils are at risk of rutting damage. No exceptions will be granted to this time restriction.

5.2.3.4 - Oak wilt restriction, no exceptions (1/18)

Within Payment Unit(s) 1-2, 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.

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.

5.2.32 - 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 is 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.

5.6 - Debris and Waste Material

5.6.3 - Equipment cleaning (12/17)

For purposes of this provision, "Off-Road Equipment" includes all logging and construction machinery, except for log trucks, chip vans, service vehicles, water trucks, pickup trucks, cars, and similar vehicles. Off-Road Equipment brought on site must be clean and free from plant material and soil prior to arrival on any Payment Unit. Off-Road Equipment shall be cleaned of plant material and dirt prior to being moved to a new stand within the sale. Plant material includes leaves, stems, roots and seeds. Equipment shall be considered clean when a visual inspection does not disclose seeds, soil, vegetative matter, and other debris that could contain or hold seeds. This is to prevent the spread of invasive plant species.

5.8 - Protection of Endangered Species

5.8.3 - Red shoulder hawk or goshawk (2/16)

In the event that an active red shoulder hawk or goshawk nest is found, the contract may be amended to protect the nest site until the nest is determined to be inactive. The value of the trees in this excluded area will be refunded or credited to the Purchaser. The nest will be buffered with a five-chain radius (eight acre) protection area, centered on the nest tree, in which there will be no cutting or new roads constructed. Avoid human disturbance, including loading and skidding, in the protection area.

An additional zone of five chains (ten chains centered on the active nest tree) will be established in which there is no management activity from March 15 to July 15 (NLP). Limit biomass harvesting and chipping operations within this ten-chain zone, retain the maximum one-third of residues per the Woody Biomass Harvesting Guidelines (Michigan DNR 2010). Nests determined to be inactive will be protected with a one-chain no-harvest buffer.

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 Tin Shanty 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.

7 - Other Conditions

7.2 - Extensions

7.2.4 - Limited extensions (4/17)

Given justification, only one, 1 year extension may be granted if the contract has been paid in full.

Section Name: Sale Specific Current as of 7/5/2022 11:35:48AM

