

# DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN <u>TIMBER SALE PROSPECTUS #7213</u>

# SCHEDULED SALE DATE AND TIME: 2:00 p.m. (local time) on March 22, 2023. LOCATION: SHINGLETON MGMT UNIT, PO BOX 67, M 28 WEST, SHINGLETON, MI 49884.

CONTACT NAME: Robert Burnham PHONE NUMBER: (906) 420-1645

<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, SHINGLETON MANAGEMENT UNIT, for certain timber on the following described lands:

 <u>Kinder Gentler Pine</u> (41-020-22) / T46N, R14W, SEC. 1, NW,NE,SWSW. T46N, R14W, SEC. 11, NWNE. T46N, R14W, SEC. 2, NENE,S1/2NE,NWSW,S1/2SW,SE. T46N, R14W, SEC. 3, SE.
Schoolcraft County, Advertised Price \$136,586.55, 408.2 Acres, Red Pine, White Pine. SALE NOTE: Roads may require the installation of culverts for cross drainage or at natural drainage-ways. See Sale Spec. 4.1.5 for details.

Road work is required. See Sale Spec. 4.1.8.

The Sunken Lake Road is a snowmobile trail and is shown on the Timber Sale Map. See Sale Spec. 5.2.41 for restrictions.

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

#### Kinder Gentler Pine (41-020-22)

T46N, R14W, SEC. 1; T46N, R14W, SEC. 11; T46N, R14W, SEC. 2; T46N, R14W, SEC. 3. Schoolcraft County (Advertised Price \$136,586.55)

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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>ADVI</u>	ADVERTISED PRICE	
Pulpwood					
Balsam Fir	12	Cords	\$	10.45 / Cord	
Black Spruce	539	Cords	\$	18.10 / Cord	
Jack Pine	531	Cords	\$	26.35 / Cord	
Paper Birch	20	Cords	\$	16.80 / Cord	
Quaking Aspen	154	Cords	\$	24.25 / Cord	
Red Maple	100	Cords	\$	14.90 / Cord	
Red Oak	7	Cords	\$	25.30 / Cord	
Red Pine	1,414	Cords	\$	63.95 / Cord	
White Pine	790	Cords	\$	20.95 / Cord	

\* The total volume is statistically estimated within plus (+) or minus (-) 9.82 percent. There are an estimated 3,448 cords on this timber sale, plus or minus 339 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 \$6,829.33 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

9.3%
5.5%
6.8%
7.0%
7.3%
2.0%
1.3%
3.1%
2.6%
1.5%
8.5%
10.5%
26.3%
7.2%
1.1%

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.

VOL	VOLUME		STATISTICAL RANGE IN COF	
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
272,399	3,448	9.82%	3,109	3,787

### 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
3	13,805	175	37.40%	109	240
4	57,838	732	21.64%	574	891
24	40,539	513	22.29%	399	628
31	8,040	102	65.46%	35	168
41	8,779	111	61.12%	43	179
50	73,703	933	20.76%	739	1,127
69	23,987	304	25.32%	227	381
89	4,333	55	60.84%	21	88
98	15,152	192	36.76%	121	262
114	7,153	91	61.04%	35	146
117	19,069	241	31.47%	165	317
TOTAL:	272,399	3,448		2,470	4,426

# 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
3	14.2	14	14.2
4	74.9	13	74.9
24	34.9	11	15.6
		12	19.3
31	12.4	6	12.4
41	9.2	10	9.2
50	164.8	2	34.0
		3	42.2
		4	43.5
		5	45.1
69	35.7	1	35.7
89	22.5	15	22.5
98	13.7	9	13.7
114	8.8	7	8.8
117	17.1	8	17.1
TOTAL:	408.2		408.2

# DESCRIPTION OF TIMBER BY PU (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Jack Pine	Pulpwood	11	Cords	35.7	\$12,678.85
	Paper Birch		5	Cords		
	Red Pine		140	Cords		
	White Pine		160	Cords		
2	Jack Pine	Pulpwood	84	Cords	34.0	\$7,510.85
	Paper Birch		1	Cords		
	Quaking Aspen		31	Cords		
	Red Maple		1	Cords		
	Red Pine		66	Cords		
	White Pine		14	Cords		
3	Jack Pine	Pulpwood	105	Cords	42.2	\$9,287.75
	Paper Birch		2	Cords		
	Quaking Aspen		38	Cords		
	Red Maple		2	Cords		
	Red Pine		81	Cords		
	White Pine		17	Cords		
4	Jack Pine	Pulpwood	108	Cords	43.5	\$9,603.85
	Paper Birch		2	Cords		
	Quaking Aspen		39	Cords		
	Red Maple		2	Cords		
	Red Pine		84	Cords		
	White Pine		18	Cords		
5	Jack Pine	Pulpwood	112	Cords	45.1	\$9,925.3
	Paper Birch		2	Cords		
	Quaking Aspen		40	Cords		
	Red Maple		2	Cords		
	Red Pine		87	Cords		
	White Pine		18	Cords		
6	Jack Pine	Pulpwood	31	Cords	12.4	\$2,713.35
	Red Pine		10	Cords		
	White Pine		60	Cords		
7	Black Spruce	Pulpwood	74	Cords	8.8	\$1,801.75
	Paper Birch		1	Cords		
	Red Maple		6	Cords		
	White Pine		17	Cords		
8	Balsam Fir	Pulpwood	2	Cords	17.1	\$4,268.80
	Black Spruce	-	204	Cords		
	Jack Pine		8	Cords		
	Quaking Aspen		4	Cords		
	Red Maple		11	Cords		
	White Pine		4	Cords		
9	Balsam Fir	Pulpwood	9	Cords	13.7	\$3,611.75
	Black Spruce		129	Cords		
	Paper Birch		5	Cords		
	Red Maple		40	Cords		
	White Pine		24	Cords		
10	Black Spruce	Pulpwood	111	Cords	9.2	\$2,009.10
11	Black Spruce	Pulpwood	3	Cords	15.6	\$11,633.00
••	Jack Pine		2	Cords	.0.0	¢11,000.00
	Quaking Aspen		1	Cords		
	Red Maple		3	Cords		
	Red Pine		150	Cords		
			89	Cords		
	White Pine		xu			

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

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PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
12 con't	Jack Pine	Pulpwood	2	Cords		
	Quaking Aspen		1	Cords		
	Red Maple		3	Cords		
	Red Pine		186	Cords		
	White Pine		109	Cords		
13	Black Spruce	Pulpwood	14	Cords	74.9	\$35,837.55
	Jack Pine		65	Cords		
	Paper Birch		2	Cords		
	Red Maple		15	Cords		
	Red Oak		7	Cords		
	Red Pine		458	Cords		
	White Pine		198	Cords		
14	Red Pine	Pulpwood	147	Cords	14.2	\$9,882.50
	White Pine		23	Cords		
15	Balsam Fir	Pulpwood	1	Cords	22.5	\$1,449.80
	Jack Pine		3	Cords		
	Red Maple		15	Cords		
	Red Pine		5	Cords		
	White Pine		39	Cords		
		TOTAL:	3,567	Cords		

# Sale Specific Conditions & Requirements

### Sale Name: Kinder Gentler Pine

Sale Number: 41-020-22 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 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. 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) 13 and 15, cut all trees that are two (2) inches or more at DBH.

### 2.1.2 - Clearcut unit(s) w/o unmerchantable trees (8/11)

Within Payment Unit(s) 7-10, cut all trees which meet minimum piece specifications in 2.2 Utilization, except do not cut hemlock and cedar. In addition, within Payment Unit 8, do not cut red pine. Also, within Payment Unit 10, do not cut white pine.

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

Within Payment Unit(s) 2-6 and 14, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. In addition, within Payment Units 2-6, cut all jack pine and aspen.

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

Within Payment Unit(s) 1, 11, and 12, all trees which meet minimum piece specifications in 2.2 Utilization are designated for cutting, except do not cut oak, hemlock, cedar, and any trees marked with green paint above and below stump height. 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

### 2.2.3 - Stump heights (4/07)

Stump heights within Payment Unit(s) 2 - 6 and 13 - 15 shall not exceed 12 inches for trees greater than 10 inches DBH and 4 inches for trees smaller than 10 inches DBH. This is in order to facilitate planting operations.

#### 3 - Payments

#### 3.3 - Pre-measured Sales

### 3.3.4 - Dividing payment units (7/14)

Payment Unit(s) that are \$15,000 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.

#### 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 hemlock. If the Purchaser's operations have cut or damaged special protection trees through carelessness, the Purchaser shall pay \$100 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.

# 4.1.4 - 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.

# 4.1.5 - Culverts (5/14)

Roads may require the installation of culverts for cross drainage or at natural drainage-ways. If culverts are needed in these locations, their placement will be specified by the sale administrator and they shall be installed prior to hauling. The culverts shall be new, corrugated metal. Culverts will be a minimum of 18 inches in diameter and 24 feet in length. If culverts are removed, fill shall be removed from wetland soils as specified. Soils shall be maintained and left in a non-erodible condition, with water bars, seed, fertilizer, mulch, and slash installed as directed by the sale administrator and as specified in the BMP manual. Stream crossing permits, if needed, will be obtained by the DNR.

# 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. 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. Contact the sale administrator for specific details of design and placement.

### 4.1.8 - Road work (1) (8/07)

The following road work is required: 400 cubic yards of 3" minus or "breaker run" gravel must be purchased, hauled and spread on the Hudson Creek Road and the access road into Payment Unit 8. This work must be completed before any harvest work can be done on the sale. Contact the sale administrator for the exact placement and location of road work.

### 4.2 - Maintenance

# 4.2.4 - Grading (10/16)

For completion of the sale, state forest roads must be graded. In general, this will require a road grader or bull dozer 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.

### 4.4 - Access

### 4.4.2 - Alternate route on private property (2/04)

It is the Purchaser's responsibility to obtain access across private land for any routes other than the route shown on the Timber Sale Map.

# 5 - Operations

# 5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.11 - Slash for reforestation (3/21)

To facilitate reforestation, Payment Unit(s) 13 and 15 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

# 5.2.3.6 - Bark beetle restriction (12/08)

In the event drought creates a high risk of pine bark beetle infestation, pine is not to be cut during the period March 1 through July 1, unless all portions of trees greater than two inches in diameter are removed from the sale area, reduced to chips, or treated to the satisfaction of the Unit Manager or his/her representative, within fifteen days of being severed from the stump. Pine log decks, pulpwood piles and treetops that are piled for chipping in the fall or winter within a 1/4 mile of susceptible sites must be removed before March 15. Residual slash must not be placed in piles or rows and must be spread over the site for quick drying. The Department of Natural Resources will exercise this specification if the risk of damage warrants.

# 5.2.22 - Operating Caution

# 5.2.22.1 - Operating caution (6/11)

It is recommended, but not required, that within Payment Unit(s) 7 - 12, cutting, skidding, and hauling occur during dry summer or frozen winter conditions. The reason for the recommendation is the potential of wet 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.

## 5.2.38 - No decking against live trees (2/04)

Cut products may not be decked against unmarked or designated leave trees.

### 5.2.41 - Snowmobile trail protection (9/11)

The Sunken Lake Road is a snowmobile trail and is shown on the Timber Sale Map. 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. 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 20 foot wide slash, debris, and rut free zone daily using the snowmobile trail as the centerline. No decking of forest products will be permitted along the snowmobile trail. All stumps within 20 feet of the snowmobile trail must be cut at ground level.

### 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 April 1 to July 30. 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

# 6.2.2 - Snowmobile trail posting (10/20)

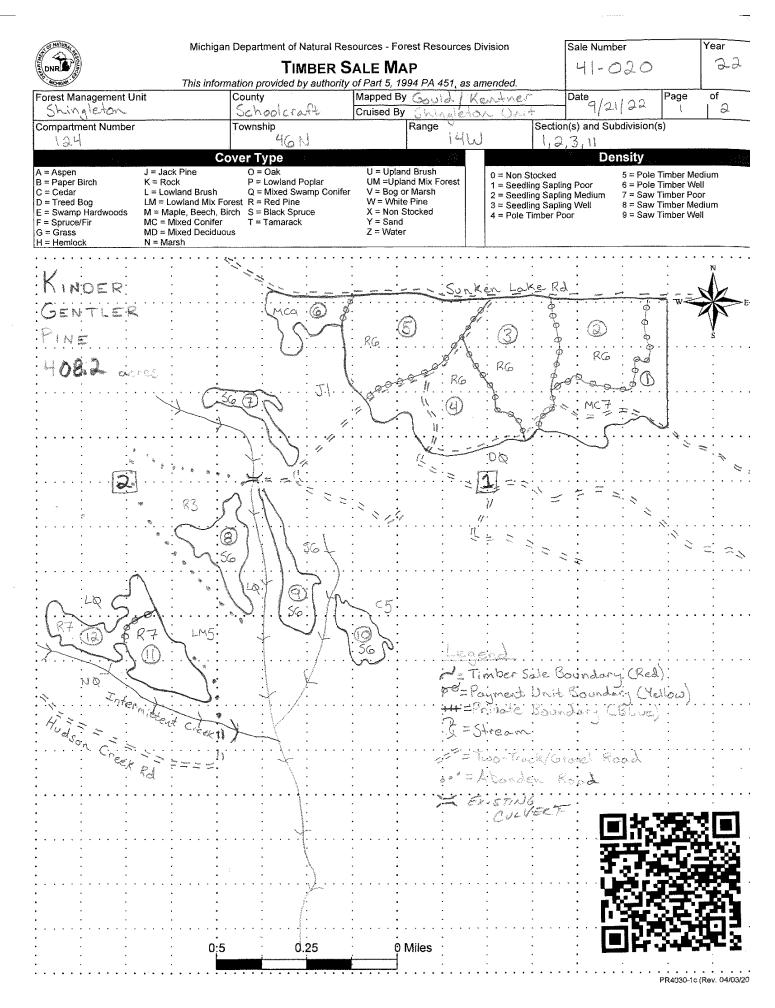
The Purchaser is responsible for posting and maintaining caution signs on snowmobile trail 440 prior to beginning operations during the snowmobile season (approximately December 1 to March 31). The trail must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

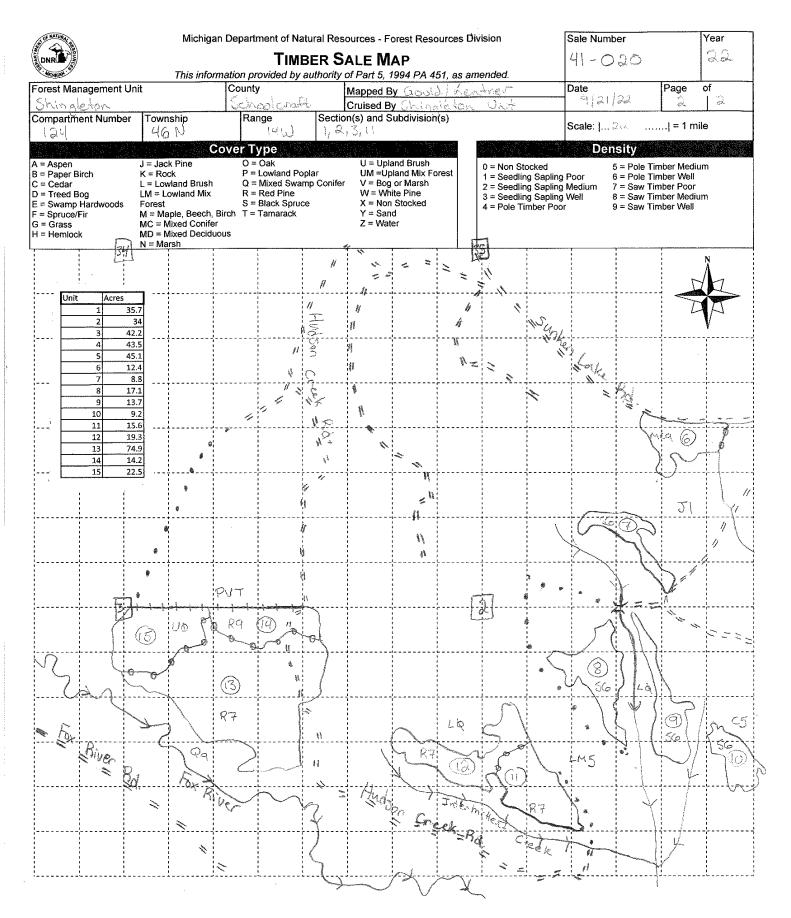
# 7 - Other Conditions

# 7.3 - Contract Modifications

# 7.3.3 - Modification for reforestation (8/05)

When contractual work of Purchaser has been accepted for any Payment Unit identified on Sale Area Map, Payment Unit will be eliminated from the Sale Area on written notice so that reforestation operations can begin.





PR4030-1b (Rev. 04/03/2015)