

DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN <u>TIMBER SALE PROSPECTUS #7425</u>

SCHEDULED SALE DATE AND TIME: 9:00 a.m. (local time) on May 23, 2024. 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:

Line 5 Hardwoods (53-007-23) / T32N, R02W, SEC. 13, NWSE,S1/2SE. T32N, R02W, SEC. 24, NWNE,S1/2SE. Otsego County, Advertised Price \$20,111.80, 67.4 Acres, Hardwood, Red Oak.

TIMBER SALE INFORMATION

Line 5 Hardwoods (53-007-23) T32N, R02W, SEC. 13; T32N, R02W, SEC. 24. Otsego County (Advertised Price \$20,111.80)

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:

| ESTIMATE | D UNITS* | <u>AD</u> ∖ | ERTISED PRICE |
|----------|---|---|--|
| | | | |
| 23.2 | MBF | \$ | 67.00 / MBF |
| 7.2 | MBF | \$ | 95.00 / MBF |
| 3.7 | MBF | \$ | 48.00 / MBF |
| 33.9 | MBF | \$ | 72.00 / MBF |
| 18.9 | MBF | \$ | 268.00 / MBF |
| | | | |
| 12 | Cords | \$ | 20.15 / Cord |
| 85 | Cords | \$ | 11.95 / Cord |
| 500 | Cords | \$ | 15.30 / Cord |
| 30 | Cords | \$ | 33.75 / Cord |
| 13 | Cords | \$ | 20.75 / Cord |
| | 23.2 7.2 3.7 33.9 18.9 12 85 500 30 | 7.2 MBF 3.7 MBF 33.9 MBF 18.9 MBF 12 Cords 85 Cords 500 Cords 30 Cords | 23.2 MBF \$ 7.2 MBF \$ 3.7 MBF \$ 33.9 MBF \$ 18.9 MBF \$ 12 Cords \$ 500 Cords \$ 30 Cords \$ |

* The total volume is statistically estimated within plus (+) or minus (-) 20.73 percent. There are an estimated 876 cords on this timber sale, plus or minus 182 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 \$2,011.18 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 | 32.6% |
| 02 | 32.8% |
| 03 | 34.6% |
| | () ()) |

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

5. Operations on the contract issued will terminate on 12/31/2027.

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 | |
| 69,209 | 876 | 20.73% | 694 | 1,058 | |

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 |
| 135 | 22,480 | 285 | 41.03% | 168 | 401 |
| 140 | 25,522 | 323 | 29.92% | 226 | 420 |
| 151 | 21,207 | 268 | 35.59% | 173 | 364 |
| TOTAL: | 69,209 | 876 | | 567 | 1,185 |

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 |
|--------|-----------|----|----------|
| 135 | 12.8 | 2 | 12.8 |
| 140 | 24.7 | 3 | 24.7 |
| 151 | 29.9 | 1 | 29.9 |
| TOTAL: | 67.4 | | 67.4 |

DESCRIPTION OF TIMBER BY PU (PU)

| PU | MARKET GROUP | PRODUCT | QUANTITY | UNIT | ACRES | ADVERTISE PRICE |
|----|----------------|-----------|----------|-------|-------|-----------------|
| 1 | Basswood | Sawtimber | 16.9 | MBF | 29.9 | \$6,558.30 |
| | Sugar Maple | | 9.4 | MBF | | |
| | Basswood | Pulpwood | 64 | Cords | | |
| | Mixed Hardwood | | 140 | Cords | | |
| | Beech | | 11 | Cords | | |
| | Ironwood | | 2 | Cords | | |
| | Sugar Maple | | 127 | Cords | | |
| 2 | Red Maple | Sawtimber | 3.7 | MBF | 12.8 | \$6,594.65 |
| | Red Oak | | 33.9 | MBF | | |
| | Sugar Maple | | 1.5 | MBF | | |
| | B. T. Aspen | Pulpwood | 12 | Cords | | |
| | B. T. Aspen | | 1.8 | MBF | | |
| | B. T. Aspen | Pulpwood | 8 | Cords | | |
| | Mixed Hardwood | | 134 | Cords | | |
| | Beech | | 23 | Cords | | |
| | Red Maple | | 105 | Cords | | |
| | Sugar Maple | | 6 | Cords | | |
| | Red Oak | | 30 | Cords | | |
| | White Pine | | 13 | Cords | | |
| 3 | Basswood | Sawtimber | 6.3 | MBF | 24.7 | \$6,958.85 |
| | Beech | | 7.2 | MBF | | |
| | Sugar Maple | | 8.0 | MBF | | |
| | Basswood | Pulpwood | 21 | Cords | | |
| | Mixed Hardwood | | 226 | Cords | | |
| | Beech | | 184 | Cords | | |
| | Red Maple | | 5 | Cords | | |
| | Sugar Maple | | 37 | Cords | | |
| | | TOTAL: | 86.9 | MBF | | |
| | | TOTAL: | 640 | Cords | | |

Sale Specific Conditions & Requirements

Sale Name: Line 5 Hardwoods

Sale Number: 53-007-23 Seq#: 1

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (9/19)

The sale boundary is marked and identified by blue and red paint, along with a pipeline. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. The only Interior Payment Unit boundary, between Payment Units 2 & 3, is unpainted and represented by a pipeline. 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 & 3, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. In addition, cut all beech trees, except for those marked with green paint.

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

Within Payment Unit(s) 2, cut all trees that are one (1) inch or more at DBH, except do not cut paper birch or any trees marked with green paint above and below stump height.

2.1.11 - Description of timber note (2/04)

Note that all beech, alive and dead, were cruised. The only exception is that any beech tree with a main bole that has been snapped off was not cruised.

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 Units 1-3. 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. 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. In addition, extreme care should be taken to avoid damage to oak saplings in Payment Units 1 & 3.

3.6 - Payment Unit Cutting Schedule

3.6.8 - Operating period (5/16)

Once cutting begins, operations must continue until all Payment Units are completed.

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 (3/23)

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 contract prices or average prices, if not on the contract.

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. These roads must be rendered impassable to cars and trucks. Contact the Sale Administrator for specific details of design and placement.

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.

4.4 - Access

4.4.3 - Access gate (12/08)

The access gate must be locked at the completion of each day, unless otherwise approved by the Unit Manager or his/her representative.

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. Contact Eric Wegner with Enbridge at 989-667-2510 or eric.wegner@enbridge.com. Written permission is required before harvest operations begin and must be submitted to the Unit Manager. The pipeline may only be crossed at certain locations as designated by Enbridge personnel. These crossings will be discussed at the pre-sale meeting.

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 R.O.W. for operations. The powerline R.O.W borders the southern edge of Payment Unit 1.

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.10 - No slash in openings (5/10)

No logging activities are permitted in the wildlife opening on the eastern side of Payment Unit 1, which is indicated by "G0" on the Timber Sale Map. The open state forest road which traverses through the opening may be used for hauling purposes, but that is the extent of permitted activities. No equipment will be permitted to operate outside of this road due to potential historic sites located within the opening. Any damage to the opening shall be repaired according to specifications of the Unit Manager or his/her representative.

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) 1-3, cutting and skidding are not permitted during the period of April 1 to July 15. This restriction is because of bark slippage.

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

Within Payment Units 2-3, 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.

5.2.17 - Timber Mats and Interlocking Composite Mats (5/23)

Timber mats are required to cross the pipeline between Payment Units 2 & 3. The pipeline and Payment Unit locations 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.

5.4 - 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.

5.4.2 - Skid trails (2/04)

Skid trails up and down slopes should be avoided. If however this is unavoidable, these trails will be left in a non-erodible condition using water bars, logs, and slash. Placing of slash on these skid trails while logging is ongoing may alleviate need for any further action. At the direction of the sale administrator, seed, fertilizer, and mulch may also be required.

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.

7 - Other Conditions

7.2 - Extensions

7.2.3 - Salvage extension (6/13)

This is a salvage sale with a short contract length. The sale must be harvested promptly. One (1), twelve (12) month extension can be applied to one (1) other State Forest Timber Sale Contract owned by the purchaser or owned by one (1) designated sub-contractor of the Purchaser that works this contract. To qualify, the contract expiration date of the contract to be extended must be within twelve (12) months from the issue date of this contract. If this is the first extension on the other State Forest Timber Sale Contract, then the 5% extension fee will be waived. If this is an additional extension, the 10% fee will be reduced to 5%. The salvage extension must be used before this contract is closed-out. This specification does not alleviate the purchaser from any contractual obligations of the extended State Forest Timber Sale Contract. Per General

Condition & Requirement 7.2, extensions are at the sole discretion of the DNR.

7.5 - Loss

7.5.1 - Deteriorating timber (7/09)

The sale area has received damage from 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.

