

DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN TIMBER SALE PROSPECTUS #7384

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

Bear Dare Pine (53-018-23) / T32N, R01W, SEC. 6, N1/2NW, NWNE.

T32N, R02W, SEC. 1 , NENE.

T33N, R01W, SEC. 31, SESW,SWSE.
Otsego County, Advertised Price \$48,630.55, 39.8 Acres, Red Pine, White Pine.

SALE NOTE: To promote soil scarification, cutting and skidding are limited to snow-off and non-frozen ground conditions (see spec 5.2.3.1). To work around existing pine/oak regeneration while providing soil scarification, it is recommended that tracked processors and forwarders harvest this sale (see spec 5.2.16). Great care needs to be taken to protect pine/oak regeneration (see specs 2.2.1 & 3.4.1).

TIMBER SALE INFORMATION

Bear Dare Pine (53-018-23)

T32N, R01W, SEC. 6; T32N, R02W, SEC. 1; T33N, R01W, SEC. 31.

Otsego County (Advertised Price \$48,630.55)

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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	
Sawtimber					
Red Oak	15.8	MBF	\$	77.00 / MBF	
White Pine	12.4	MBF	\$	100.00 / MBF	
Pulpwood					
Balsam Fir	33	Cords	\$	26.10 / Cord	
Red Oak	21	Cords	\$	24.50 / Cord	
Red Pine	829	Cords	\$	50.95 / Cord	
White Pine	118	Cords	\$	21.70 / Cord	

^{*} The total volume is statistically estimated within plus (+) or minus (-) 31.48 percent. There are an estimated 1,066 cords on this timber sale, plus or minus 336 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.

VALUE

BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of \$4,863.06 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
01	37.7%
02	34.4%
03	27 9%

- 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	
84,236	1,066	31.48%	731	1,402	

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
2	84,236	1,066	31.49%	731	1,402
TOTAL:	84,236	1,066		731	1,402

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
2	39.8	1	15.0
		2	13.7
		3	11.1
TOTAL:	39.8		39.8

DESCRIPTION OF TIMBER BY PU (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Red Oak	Sawtimber	6.0	MBF	15.0	\$18,359.45
	White Pine		4.6	MBF		
	Balsam Fir	Pulpwood	13	Cords		
	Red Oak		8	Cords		
	Red Pine		313	Cords		
	White Pine		44	Cords		
2	Red Oak	Sawtimber	5.4	MBF	13.7	\$16,714.85
	White Pine		4.3	MBF		
	Balsam Fir	Pulpwood	11	Cords		
	Red Oak		7	Cords		
	Red Pine		285	Cords		
	White Pine		41	Cords		
3	Red Oak	Sawtimber	4.4	MBF	11.1	\$13,556.25
	White Pine		3.5	MBF		
	Balsam Fir	Pulpwood	9	Cords		
	Red Oak		6	Cords		
	Red Pine		231	Cords		
	White Pine		33	Cords		
		TOTAL:	28.2	MBF		
		TOTAL:	1,001	Cords		

Sale Specific Conditions & Requirements

Sale Name: Bear Dare Pine Sale Number: 53-018-23 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 red and yellow paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint. Boundary excluded retention areas are shown on the Timber Sale Map; no harvesting activities may occur within these areas. The red painted boundary line trees are not Included Timber and are to be protected. Yellow painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid, except do not cut trees also marked with green paint.

2 - Timber Specifications

2.1 - Included Timber

2.1.1 - Clearcut unit(s) with unmerchantable trees (6/14)

Within Payment Unit(s) 1-3, cut all trees that are two (2) inches or more at DBH, except do not cut red pine that are six (6) inches or less at DBH or any trees marked with green paint.

Note that Payment Unit 1 contains the majority of the protected red pine stems in scattered but obvious/dense regeneration pockets.

See Sale Condition 3.4.1 - "Damaged Timber" regarding oak and pine sapling protection within Payment Units 1-3. Special protection trees identified in accordance with condition 3.4.2, within clearcutting unit boundaries, are not Included Timber and are to be protected. See Sale Condition 3.4.2 - "Special Protection Trees" for more details.

2.1.11 - Description of timber note (2/04)

Note that this sale was cruised by three foresters. All red pine was cruised as pulpwood, regardless of whether red pine was sawlog size/quality or not.

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (7/14)

Payment Unit(s) 1 & 2, 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 and designated retention areas.

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.

In addition, extreme care should be taken to avoid damage to red pine, white pine, jack pine and oak saplings in Payment Units 1-3. As much as possible, harvesting operations should try to go around pockets that are heavy with oak and pine saplings, many of which are 10-20 feet tall or greater. Within Payment Units 1-3, if more than 20% of red pine saplings/poles (1/4" to 6" DBH) and 20% of white pine, jack pine and oak saplings (1/4" to 4.5" DBH) within a specified portion of the Sale Area are

damaged, liquidated damages will be assessed at \$500 per acre for all acreage within that specified portion of the Sale Area that was damaged. Saplings and poles cut cleanly in skid rows for operability will not be counted as 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 the approximate half-dozen green painted red and white pine legacy trees located in the southern areas of Payment Units 1-3. Legacy trees are longer-lived tree species that are 150 years old or older; or are 26 inches or greater at DBH, and in either case will exhibit some of the following characteristics: presence of hollows and cavities, super-canopy crown position, broken tops with crown debris accumulations and/or partial snag formation, plate-like or thick fire-resistant bark and/or fire scars and basal burn cavities. If the Purchaser's operations have cut or damaged special protection trees through carelessness, the Purchaser shall pay \$500.00 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 (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.

4.1.6 - 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.

4.1.12 - No new roads (1/12)

No new roads will be permitted in any Payment Unit. All operations are limited to existing roads. Skid trails will only be allowed.

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. The Unit Manager or his/her representative must approve the type of fill material used prior to placement. In general, suitable fill material includes cobble and/or crushed rock.

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 between the Purchaser and sale administrator is required prior to beginning any operations to determine landing locations. The Unit Manager or his/her representative must be contacted at least 5 days in advance to schedule the conference.

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.8 - Slash height (12/08)

No slash or treetops may exceed 24 inches in height.

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

5.2.3.1 - Operating restrictions (9/11)

Within Payment Unit(s) 1-3, unless changed by written agreement, cutting and skidding must take place during snow-off conditions when the ground is not frozen. This restriction is to maximize soil scarification throughout the Sale Area and to promote the regeneration of pine and oak species.

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.

5.2.4.7 - 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 all trees painted with pink paint within Payment Units 1-3. 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. If it becomes impractical or impossible to push over a tree, severing or partially severing the tree is acceptable.

5.2.16 - Equipment recommended (11/18)

It is recommended that tracked processor(s) and forwarder(s) be used to harvest this sale. This equipment is best suited to protect areas of advanced pine/oak regeneration while achieving reasonable soil scarification. The producer is strongly encouraged to create as much soil scarification with harvest equipment as possible. While also working around/protecting the existing regeneration.

5.2.31 - Landing locations (9/13)

Landings will not be allowed within the "MC3" stand shown on the Timber Sale Map. This is meant to protect areas of abundant and advanced conifer regeneration.

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 are 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.

5.8 - 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 hauling routes 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.

Section Name: Sale Specific Current as of 3/1/2024 10:30:07AM

