

# DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN <u>TIMBER SALE PROSPECTUS #7552</u>

<u>SCHEDULED SALE DATE AND TIME:</u> 10:00 a.m. (local time) on March 18, 2025. <u>LOCATION:</u> ATLANTA MGMT UNIT, 13501 M 33, ATLANTA, MI 49709.

<u>CONTACT NAME:</u> Matt Foster <u>PHONE NUMBER:</u> (989) 619-5921

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

 <u>Ward Branch Mix</u> (54-030-24) / T34N, R04E, SEC. 22, E1/2NE. T34N, R04E, SEC. 23, NWNW,S1/2NW.
Presque Isle County, Advertised Price \$61,610.50, 66.3 Acres, Aspen, Red Oak.
SALE NOTE: -The sale has good access.
Soft Oak Wilt restrictions on Units 1-4; Refer to timber sale spec 5.2.3.5 for details.
Within Payment Unit 5, cutting and skidding are not permitted during the period of April 15 to July 15. Refer to timber sale spec 5.2.3.3 for details.

# TIMBER SALE INFORMATION

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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	ESTIMATE	ED UNITS*	ADV	ERTISED PRICE
Sawtimber				
Red Maple	17.5	MBF	\$	55.00 / MBF
Red Oak	107.2	MBF	\$	182.00 / MBF
Red Pine	40.1	MBF	\$	121.00 / MBF
Sugar Maple	5.8	MBF	\$	250.00 / MBF
White Pine	45.6	MBF	\$	88.00 / MBF
Pulpwood				
Balsam Fir	12	Cords	\$	17.05 / Cord
Jack Pine	38	Cords	\$	13.30 / Cord
Mixed Aspen	739	Cords	\$	19.40 / Cord
Mixed Hardwood	237	Cords	\$	19.80 / Cord
Paper Birch	22	Cords	\$	13.75 / Cord
Red Oak	182	Cords	\$	23.65 / Cord
Red Pine	99	Cords	\$	36.55 / Cord
White Pine	103	Cords	\$	27.75 / Cord

\* The total volume is statistically estimated within plus (+) or minus (-) 16.72 percent. There are an estimated 1,937 cords on this timber sale, plus or minus 324 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 \$3,080.53 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	28.5%
02	37.8%
03	22.3%
04	7.1%
05	4.3%
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4. If no cutting takes place, the 10% down payment will not be refunded.

5. Operations on the contract issued will terminate on 06/30/2028.

#### 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		
152,986	1,937	16.72%	1,613	2,260	

#### **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
121	8,112	103	44.79%	57	149
213	47,320	599	26.13%	442	756
214	13,064	165	38.84%	101	230
215	7,122	90	45.08%	50	131
224	77,367	979	28.03%	705	1,254
TOTAL:	152,986	1,937		1,355	2,518

#### 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
121	5.4	3	5.4
213	16.5	1	1.7
213	16.5	2	8.9
213	16.5	3	5.9
214	5.8	4	5.8
215	9.2	5	9.2
224	29.4	1	14.3
224	29.4	2	11.8
224	29.4	3	3.3
TOTAL:	158.1		66.3

# DESCRIPTION OF TIMBER BY PU (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Red Maple	Sawtimber	4.5	MBF	16.0	\$17,546.10
	Red Oak		39.6	MBF		
	Red Pine		3.6	MBF		
	Sugar Maple		2.8	MBF		
	White Pine		4.4	MBF		
	Balsam Fir	Pulpwood	2	Cords		
	Jack Pine	1 dipwood	1	Cords		
	Jack Pine		1	Cords		
	Mixed Aspen		236	Cords		
			230	Cords		
	B. T. Aspen					
	Quaking Aspen		1	Cords		
	Mixed Hardwood		81	Cords		
	Red Maple		58	Cords		
	Sugar Maple		23	Cords		
	Paper Birch		1	Cords		
	Red Oak		61	Cords		
	Red Pine		12	Cords		
	White Pine		16	Cords		
2	Red Maple	Sawtimber	6.6	MBF	20.7	\$23,324.95
	Red Oak		44.0	MBF		
	Red Pine		13.6	MBF		
	Sugar Maple		2.3	MBF		
	White Pine		19.1	MBF		
	Balsam Fir	Pulpwood	2	Cords		
	Jack Pine		6	Cords		
	Jack Pine		6	Cords		
	Mixed Aspen		261	Cords		
	B. T. Aspen		253	Cords		
	Quaking Aspen		8	Cords		
	Mixed Hardwood		94	Cords		
	Red Maple		71	Cords		
			23	Cords		
	Sugar Maple					
	Paper Birch		6	Cords		
	Red Oak		74	Cords		
	Red Pine		24	Cords		
	White Pine		47	Cords		
3	Red Maple	Sawtimber	5.2	MBF	14.6	\$13,727.35
	Red Oak		21.0	MBF		
	Red Pine		13.0	MBF		
	Sugar Maple		0.7	MBF		
	White Pine		15.5	MBF		
	Balsam Fir	Pulpwood	7	Cords		
	Jack Pine		5	Cords		
	Jack Pine		5	Cords		
	Mixed Aspen		134	Cords		
	B. T. Aspen		102	Cords		
	Quaking Aspen		32	Cords		
	Mixed Hardwood		49	Cords		
	Red Maple		41	Cords		
	Sugar Maple		8	Cords		
	Paper Birch		9	Cords		
	Red Oak		40	Cords		
	Red Pine		40 24			
	White Pine			Cords		
			29	Cords		
4	Red Maple	Sawtimber	1.2	MBF	5.8	\$4,391.60

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
4 con't	Red Oak	Sawtimber	1.9	MBF		
	Red Pine		4.3	MBF		
	White Pine		5.1	MBF		
	Jack Pine	Pulpwood	10	Cords		
	Jack Pine		10	Cords		
	Mixed Aspen		86	Cords		
	B. T. Aspen		86	Cords		
	Mixed Hardwood		3	Cords		
	Red Maple		3	Cords		
	Paper Birch		4	Cords		
	Red Oak		6	Cords		
	Red Pine		20	Cords		
	White Pine		8	Cords		
5	Red Oak	Sawtimber	0.7	MBF	9.2	\$2,620.50
	Red Pine		5.6	MBF		
	White Pine		1.5	MBF		
	Balsam Fir	Pulpwood	1	Cords		
	Jack Pine		16	Cords		
	Jack Pine		13	Cords		
	White Spruce		3	Cords		
	Mixed Aspen		22	Cords		
	B. T. Aspen		22	Cords		
	Mixed Hardwood		10	Cords		
	Red Maple		10	Cords		
	Paper Birch		2	Cords		
	Red Oak		1	Cords		
	Red Pine		19	Cords		
	White Pine		3	Cords		
		TOTAL:	216.2	MBF		
		TOTAL:	1,432	Cords		

# Sale Specific Conditions & Requirements

#### Sale Name: Ward Branch Mix

Sale Number: 54-030-24 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 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, with exceptions of portions of Payment Unit 3 boundaries against roads and openings which are unpainted and designated by the roads and openings (see Timber Sale Map). Trees along these unpainted edges are Included Timber. Interior Payment Unit boundaries are marked with yellow 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. 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) 1-4, cut all trees that are two (2) inches or more at DBH, except do not cut any trees marked in green paint.

In addition, within Payment Units 1-4, protect and do not cut sub-merchantable white pine and red pine seedlings and saplings in accordance with sale spec 3.4.1.

Furthermore, within Payment Units 1-4, orange marked habitat trees are to be handled as detailed in sale spec 5.2.4.7.

Special protection trees identified in accordance with condition 3.4.2, within clearcutting unit boundaries, are not Included Timber and are to be protected.

#### 2.1.3 - Cut Tree Marked Unit(s) (12/08)

Within Payment Unit(s) 5, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. In addition, all aspen are designated for harvest.

#### 3 - Payments

3.3 - Pre-measured Sales

#### 3.3.4 - Dividing Payment Units (7/14)

Payment Unit(s) with a value of \$25,000 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. 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. In addition, extreme care should be taken to avoid damage to red pine and white pine seedlings and saplings in Payment Units 1-4.

Within Payment Units 1-4, if more than 25% of red pine and white pine tree 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 \$250 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 Payment Unit 5, if more than 5% of undesignated 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 (1/25)

The Purchaser shall not cut live or dead special protection trees within cutting units or clearings. Special protection trees are marked with green paint within Payment Units 1-3. If Purchaser's operations have cut or damaged special protection trees through carelessness, the Purchaser shall pay \$250 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 (4/24)

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 or be chipped, utilized or otherwise removed from the sale. 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.

# 4.1.11 - Permits (2/12)

The Purchaser will secure any necessary permits that may be required.

# 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

#### 4.2.2 - 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.

# 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 to review sale specifications and 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.

# 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

## 5.2.1 - Slash

5.2.1.8 - Slash Height (12/08)

No slash or tree tops may exceed 36 inches in height.

# 5.2.1.10 - No Slash in Openings (5/10)

No brush or logging debris is to be left in the maintained wildlife opening which is indicated by G0 on the Timber Sale Map. Any damage to the opening shall be repaired according to specifications of the Unit Manager or his/her representative.

## 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) 5, unless changed by written agreement, cutting and skidding are not permitted during the period of April 15 to July 15. This restriction is because of bark slippage.

# 5.2.3.5 - Oak Wilt Restriction (1/18)

Within Payment Units 1-3, 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 15 and clearing a tree-length buffer along uncut oak cover before April 15. This is necessary to reduce the spread of oak wilt. For more information, contact the Unit Manager or his/her representative.

# 5.2.3.6 - Bark Beetle Restriction (1/25)

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 (2) 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 15 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.

# 5.2.3.11 - Coppice Regeneration Protection (4/10)

To promote tree regeneration in Payment Units 1-5, timber harvesting must be completed before significant tree sprouting occurs so as 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

# 5.2.4.7 - 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 orange ringed trees after all designated wood has been forwarded from Payment Units 1-4. If it is impractical to push the trees over, they may be cut or partially cut and pushed over. Tree crowns should touch the ground. 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.

# 5.2.16 - Equipment Recommended (11/18)

Equipment used for harvesting Payment Unit 1-5 should be adequate for performing contract obligations while protecting residual trees. Refer to timber sale specs 2.1.1, 2.1.3, and 3.4.1 for residual tree details.

#### 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 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.

#### 5.8 - 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 onsite 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 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.

