

# DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

## **TIMBER SALE PROSPECTUS #**

## **REVISION NOTICE #-**

This prospectus has been modified with the following changes:

Timber Sale 42-010-19 (Timbco Timber) is being withdrawn from Prospectus due to Murphy Creek Bridge concerns. This sale will be offered at a future date.

Timbco Timber (42-010-19) has been withdrawn from this prospectus.

We apologize for any inconvenience this may have caused. If you need assistance, please contact at .



## DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

## **TIMBER SALE PROSPECTUS #6684**

SCHEDULED SALE DATE AND TIME: 3:00 p.m. (local time) on August 13, 2020. LOCATION: NEWBERRY MGMT UNIT, 5666 S STATE HWY M 123, NEWBERRY, MI 49868.

CONTACT NAME: Keith Magnusson PHONE NUMBER: (906) 293-3293

PROSPECTUS NOTE: It is recommended that for the duration of the "Stay Home, Stay Safe" executive order that bidders submit their bids through the Online Bidding System (https://www2.dnr.state.mi.us/VMSOnlineBidding/). If you need to register, contact Rose Wilbur (wilburR@michigan.gov, 906-202-4453). Paper bids will still be accepted during this time, either dropped in the bid box at the bid location or by mailing. If mailing, please allow for additional time.

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

Stair Step Swamp (42-011-19) / T45N, R09W, SEC. 10, N1/2NW, SENW, NESW, SE.

T45N, R09W, SEC. 11, NWSW.

T45N, R09W, SEC. 3, SWSW.

Luce County, Advertised Price \$37,854.05, 98.2 Acres, Aspen, Hardwood.

SALE NOTE: Sale has been reduced by 25% from the original advertised price due to 'No Bid' on Prospectus 6652 dated 3-5-2020.

Roads may require the installation of culverts for cross drainage or at natural drainage-ways. See Sale Spec 4.1.5 for details.

Permission for access across private land is the responsibility of the Purchaser.

Harvesting is not permitted during the period of April 1 to December 15 due to the low ground nature of the sale.

Some roads or skid trails may require extra protection such as that afforded by timber mats, interlocking composite mats, or another approved system. See Sale Spec 5.2.17 for details.

## TIMBER SALE INFORMATION

## Stair Step Swamp (42-011-19)

T45N, R09W, SEC. 10; T45N, R09W, SEC. 11; T45N, R09W, SEC. 3. Luce County (Advertised Price \$37,854.05)

SALE NOTE: Sale has been reduced by 25% from the original advertised price due to 'No Bid' on Prospectus 6652 dated 3-5-2020.

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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. Bids must be at or above the following advertised price for each species:

PRODUCTS & SPECIES	<b>ESTIMATED UNITS*</b>		ADVERTISED PRICE	
Sawtimber				
Paper Birch	68.60	MBF	\$	54.00 / MBF
Red Maple	30.10	MBF	\$	72.00 / MBF
Sugar Maple	6.40	MBF	\$	209.00 / MBF
Yellow Birch	40.40	MBF	\$	63.00 / MBF
Pulpwood				
Balsam Fir	113.00	Cords	\$	8.50 / Cord
Mixed Aspen	697.00	Cords	\$	14.40 / Cord
Mixed Hardwood	1,258.00	Cords	\$	11.50 / Cord
Mixed Spruce	223.00	Cords	\$	11.10 / Cord
Tamarack	33.00	Cords	\$	4.85 / Cord

#### **BOND AND PAYMENT SCHEDULE:**

- 1. A bond in the amount of \$1,892.70 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.
- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2024.

## **Description of Timber by Payment Unit (PU)**

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
Red Maple	Paper Birch	Sawtimber	12.4	MBF	29.6	\$11,140.60
	Red Maple		16.5	MBF		
	Sugar Maple		3.7	MBF		
	Yellow Birch		23.4	MBF		
	Balsam Fir	Pulpwood	38.0	Cords		
	Mixed Aspen		45.0	Cords		
	Mixed Hardwood		426.0	Cords		
Mixed	Mixed Spruce		105.0	Cords		
2	Paper Birch	Sawtimber	9.1	MBF	21.6	\$8,112.60
	Red Maple		12.0	MBF		
	Sugar Maple		2.7	MBF		
	Yellow Birch		17.0	MBF		
	Balsam Fir	Pulpwood	27.0	Cords		
	Mixed Aspen		32.0	Cords		
	Mixed Hardwood		312.0	Cords		
	Mixed Spruce		76.0	Cords		
3	Paper Birch	Sawtimber	2.8	MBF	6.5	\$2,129.80
	Balsam Fir	Pulpwood	12.0	Cords		
	Mixed Aspen		38.0	Cords		
	Mixed Hardwood		98.0	Cords		
	Mixed Spruce		6.0	Cords		
	Tamarack		28.0	Cords		
4	Paper Birch	Sawtimber	7.7	MBF	23.4	\$9,022.45
	Balsam Fir	Pulpwood	14.0	Cords		
	Mixed Aspen		424.0	Cords		
	Mixed Hardwood		178.0	Cords		
	Mixed Spruce		28.0	Cords		
	Tamarack		5.0	Cords		
5	Paper Birch	Sawtimber	33.8	MBF	11.6	\$5,459.00
	Red Maple		1.6	MBF		, , , , , , , , , , , , , , , , , , , ,
	Balsam Fir	Pulpwood	15.0	Cords		
	Mixed Aspen	'	72.0	Cords		
	Mixed Hardwood		197.0	Cords		
	Mixed Spruce		8.0	Cords		
6	Paper Birch	Sawtimber	2.8	MBF	5.5	\$1,981.10
O	Balsam Fir	Pulpwood	6.0	Cords		ψ1,001.10
	Mixed Aspen		86.0	Cords		
	Mixed Hardwood		47.0	Cords		
TOTAL:			145.5	MBF		
		TOTAL:	2,323.0	Cords		

## **Sale Specific Conditions & Requirements**

Sale Name: Stair Step Swamp Sale Number: 42-011-19 Seq#: 2

#### 1 - Sale Area

#### 1.2 - Boundaries

#### 1.2.1 - Painted boundaries (1/14)

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. 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

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

Within Payment Unit(s) 1 - 6, cut all trees which meet minimum piece specifications in 2.2 Utilization, except do not cut cedar. In addition, within Payment Units 1, 2, and 5, do not cut trees marked in green paint (yellow birch & white pine). Also, within Payment Units 1 and 2, do not cut hemlock.

#### 2.2 - Utilization

#### 2.2.10 - No chipping tops and limbs (8/16)

Within Payment Unit(s) 1 - 6, chipping of limbs or tops is not permitted. Limbs and the remaining top must be left on site and scattered.

## 3 - Payments

#### 3.3 - Pre-measured Sales

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

Payment Unit(s) 1 and 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 Supplement. There will be only one division per Payment Unit.

#### 3.4 - Damaged Timber

#### 3.4.1 - Damaged timber (6/14)

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 tree seedlings and saplings.

#### 4 - Transportation

#### 4.1 - Construction

## 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 or plastic gauge. Culverts will be a minimum of 12 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. 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. Contact the sale administrator for specific details of design and placement.

#### 4.1.11 - Permits (2/12)

The DNR will secure any necessary highway and stream crossing permits that may be required.

#### 4.4 - Access

## 4.4.1 - Private property access (3/11)

Permission for access across private land is the responsibility of the Purchaser. Should the Purchaser desire to cross private land, a copy of the written permission from the private land-owner may be required by the DNR. A copy of the written permission from the private landowner must be given to the Unit Manager within 30 days of the bid opening and prior to the beginning of operations.

#### 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 a Payment Unit 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.

## 5.1.4 - 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.

#### 5.2.2 - 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 - 6, unless changed by written agreement, cutting, skidding and hauling are not permitted during the period of April 1 to December 15. This restriction is because of the low ground nature of the sale.

#### 5.2.17 - Timber Mats and Interlocking Composite Mats (3/18)

Some roads or skid trails may require extra protection such as that afforded by timber mats, interlocking composite mats, or another approved system. If available, mats may be borrowed from the DNR. A Timber Sale Contract Supplement 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. 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 \$400.00 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.

## 5.2.31 - Landing locations (9/13)

In general, landings are limited to a "T" turnaround which will accommodate a truck with a 50 foot trailer, unless otherwise approved by the Sale Administrator and/or Unit Manager.

#### 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 on-site evaluation and recommendation can be made, if necessary.

## 6 - Safety and Fire Prevention

#### 6.2 - Signing

### 6.2.1 - Road posting (9/09)

The Purchaser is responsible for posting and maintaining caution signs on Highway M-28 prior to beginning operations. The road must be posted at appropriate distances from the sale area in accordance with M-DOT standards, this is 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

#### 7.2.5 - Weather related extension (1/13)

If weather conditions during the operating period of this contract prevent harvesting, this sale may qualify for a weather related extension. If approved, the normal extension fee would be waived. To qualify, there must be a documented attempt each year to harvest in the difficult portion of the sale.

Section Name: Sale Specific Current as of 2/5/2020 4:02:44PM

