

## DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

#### **TIMBER SALE PROSPECTUS #7433**

#### **REVISION NOTICE #1 - June 6, 2024**

SCHEDULED SALE DATE AND TIME: 3:00 p.m. (local time) on Thursday, July 11, 2024 LOCATION: NEWBERRY MGMT UNIT, PO Box 428, 5666 S STATE HWY M 123, NEWBERRY, MI 49868

This prospectus has been modified with the following changes.

42-016-23 Auger Creek Mix - Sale Specific Spec. 5.2.3.1 is being corrected to read:

Within Payment Unit(s) 1-6, unless changed by written agreement, cutting, skidding, and hauling are **ONLY** permitted during the period of December 31 to March 15. This restriction is because of low ground within the Sale Area and the need for winter conditions to operate.

We apologize for any inconvenience this may have caused. If you need assistance, please contact Keith Magnusson at 906-291-0120 ext. n/a.



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<u>CONTACT NAME:</u> Keith Magnusson <u>PHONE NUMBER:</u> (906) 291-0120

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

Auger Creek Mix (42-016-23) / T46N, R09W, SEC. 1, SWNW, SW, W1/2SE.

T46N, R09W, SEC. 12, N1/2NW, NWNE.

T46N, R09W, SEC. 2, NESE.

Luce County, Advertised Price \$21,598.25, 176.4 Acres, N White Cedar, Spruce/Fir/Tamarack. SALE NOTE: Permission for access across private land is the responsibility of the Purchaser.

Within Payment Unit(s) 1-6, harvesting is not permitted during the period of December 31 to March 15 because of low ground within the Sale Area and the need for winter conditions to operate.

The Charcoal Grade 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. Access may be through private land.

#### TIMBER SALE INFORMATION

#### Auger Creek Mix (42-016-23)

T46N, R09W, SEC. 1; T46N, R09W, SEC. 12; T46N, R09W, SEC. 2. Luce County (Advertised Price \$21,598.25)

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

Within Payment Unit(s) 1-6, harvesting is not permitted during the period of December 31 to March 15 because of low ground within the Sale Area and the need for winter conditions to operate.

The Charcoal Grade 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. Access may be through private land.

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	<b>ESTIMATE</b>	D UNITS*	ADV	ERTISED PRICE
Sawtimber				
Paper Birch	23.3	MBF	\$	41.00 / MBF
Red Maple	22.4	MBF	\$	61.00 / MBF
Pulpwood				
Balsam Fir	44	Cords	\$	10.55 / Cord
Mixed Aspen	61	Cords	\$	25.35 / Cord
Mixed Hardwood	495	Cords	\$	12.00 / Cord
Mixed Spruce	1,112	Cords	\$	6.45 / Cord
N. White Cedar	1,185	Cords	\$	2.90 / Cord
Paper Birch	202	Cords	\$	3.55 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 11.32 percent. There are an estimated 3,198 cords on this timber sale, plus or minus 362 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 \$1,079.91 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:

, ,	5 5
PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
01	14.6%
02	11.8%
03	15.5%
04	18.8%
05	23.1%
06	16.2%

- 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		
252,630	3,198	11.32%	2,836	3,560	

#### **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 II	N CORDS
VDU	TOTAL CUBIC FEET TOTAL CORDS		PERCENT ERROR	MINIMUM	MAXIMUM
85	252,630	3,198	11.33%	2,836	3,560
TOTAL:	252,630	3,198		2,836	3,560

#### **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
85	176.4	1	25.7
		2	20.8
		3	27.2
		4	33.2
		5	40.8
		6	28.7
TOTAL:	176.4		176.4

#### **DESCRIPTION OF TIMBER BY PU (PU)**

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Paper Birch	Sawtimber	3.4	MBF	25.7	\$3,145.70
Red Maple	Red Maple		3.3	MBF		
	Balsam Fir	Pulpwood	6	Cords		
	Mixed Aspen		9	Cords		
	Balsam Poplar		7	Cords		
	Quaking Aspen		2	Cords		
	Mixed Hardwood		72	Cords		
	Red Maple		70	Cords		
	Yellow Birch		2	Cords		
	Mixed Spruce		162	Cords		
	Black Spruce		151	Cords		
	White Spruce		11	Cords		
	N. White Cedar		173	Cords		
	Paper Birch		29	Cords		
2	Paper Birch	Sawtimber	2.7	MBF	20.8	\$2,543.65
_	Red Maple	oawannoon	2.6	MBF	20.0	Ψ2,010.00
	Balsam Fir	Pulpwood	5	Cords		
	Mixed Aspen	i uipwood	7	Cords		
	Balsam Poplar		6	Cords		
	Quaking Aspen		1	Cords		
	Mixed Hardwood		59	Cords		
			57	Cords		
	Red Maple Yellow Birch		2	Cords		
	Mixed Spruce		131	Cords		
	Black Spruce		122	Cords		
	White Spruce		9	Cords		
	N. White Cedar		140	Cords		
	Paper Birch		24	Cords		
3	Paper Birch	Sawtimber	3.6	MBF	27.2	\$3,350.60
	Red Maple		3.5	MBF		
	Balsam Fir	Pulpwood	7	Cords		
	Mixed Aspen		10	Cords		
	Balsam Poplar		8	Cords		
	Quaking Aspen		2	Cords		
	Mixed Hardwood		76	Cords		
	Red Maple		74	Cords		
	Yellow Birch		2	Cords		
	Mixed Spruce		172	Cords		
	Black Spruce		160	Cords		
	White Spruce		12	Cords		
	N. White Cedar		183	Cords		
	Paper Birch		31	Cords		
4	Paper Birch	Sawtimber	4.4	MBF	33.2	\$4,057.50
	Red Maple		4.2	MBF		
	Balsam Fir	Pulpwood	8	Cords		
Mixe	Mixed Aspen		11	Cords		
	Balsam Poplar		9	Cords		
	Quaking Aspen		2	Cords		
	Mixed Hardwood		94	Cords		
	Red Maple		91	Cords		
			3	Cords		
	Yellow Rirch					İ
	Yellow Birch Mixed Spruce					
	Mixed Spruce		209	Cords		

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
4 con't	Paper Birch	Pulpwood	38	Cords		
5	Paper Birch	Sawtimber	5.4	MBF	40.8	\$4,993.75
	Red Maple		5.2	MBF		
	Balsam Fir	Pulpwood	11	Cords		
	Mixed Aspen		14	Cords		
	Balsam Poplar		12	Cords		
	Quaking Aspen		2	Cords		
	Mixed Hardwood		114	Cords		
	Red Maple		111	Cords		
	Yellow Birch		3	Cords		
	Mixed Spruce		257	Cords		
	Black Spruce		239	Cords		
	White Spruce		18	Cords		
	N. White Cedar		273	Cords		
	Paper Birch		47	Cords		
6	Paper Birch	Sawtimber	3.8	MBF	28.7	\$3,507.0
	Red Maple		3.6	MBF		
	Balsam Fir	Pulpwood	7	Cords		
	Mixed Aspen		10	Cords		
	Balsam Poplar		8	Cords		
	Quaking Aspen		2	Cords		
	Mixed Hardwood		80	Cords		
	Red Maple		78	Cords		
	Yellow Birch		2	Cords		
	Mixed Spruce		181	Cords		
	Black Spruce		169	Cords		
	White Spruce		12	Cords		
	N. White Cedar		193	Cords		
	Paper Birch		33	Cords		
		TOTAL:	45.7	MBF		
		TOTAL:	3,099	Cords		

#### Sale Specific Conditions & Requirements

Sale Name: Auger Creek Mix Sale Number: 42-016-23 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 red and yellow paint. Exterior sale boundary lines against state are marked with red paint. 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 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

#### 2.1.2 - 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 any white pine, hemlock or sub-merchantable balsam fir.

Special protection areas identified in accordance with condition 3.4.3, within clearcutting unit boundaries, are not Included Timber and are to be protected.

#### 3 - Payments

#### 3.3 - Pre-measured Sales

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

Payment Unit(s) 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 balsam fir seedlings and saplings.

#### 3.4.3 - Special Protection Areas (8/11)

The Purchaser shall protect special protection areas from damage by the Purchaser's operations. Special protection areas are marked with a red boundary line. The Purchaser shall not cut live or dead trees within special protection areas. If the Purchaser's operations have cut or damaged special protection areas through carelessness, the Purchaser shall pay double stumpage as fixed, agreed and liquidated damages for each acre or part thereof cut or damaged. Such payment does not constitute ownership of the undesignated timber.

#### 4 - Transportation

#### 4.1 - Construction

#### 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)

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 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.

#### 4.1.7 - Road closure (10/11)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth. 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.

#### 4.2 - 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 bulldozer 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

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

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

#### 5 - Operations

#### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

#### 5.2.1.8 - Slash height (12/08)

No slash or treetops 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 December 31 to March 15. This restriction is because of low ground within the Sale Area and the need for winter conditions to operate.

#### 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 Charcoal Grade 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. The road maintenance/restoration must be done prior to December 1. 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.

#### 5.4 - Soil Protection

#### 5.4.5 - Soil caution (11/04)

Care must be taken to minimize soil damage due to the lowland soil types.

#### 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

#### 6.2.2 - Snowmobile trail posting (10/20)

The Purchaser is responsible for posting and maintaining caution signs on the Charcoal Grade 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 DNR 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 5/14/2024 2:38:05PM

