

# DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN <u>TIMBER SALE PROSPECTUS #7428</u>

# SCHEDULED SALE DATE AND TIME: 3:00 p.m. (local time) on May 16, 2024. LOCATION: NEWBERRY MGMT UNIT, PO BOX 428, 5666 S STATE HWY M 123, NEWBERRY, MI 49868.

<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:

Earth's End Hardwoods (42-010-23) / T45N, R08W, SEC. 22, SENE. T45N, R08W, SEC. 23, NWNW,S1/2NW,S1/2NE,NESW,NWSE. Luce County, Advertised Price \$81,551.65, 135.7 Acres, Hardwood, Sugar Maple. SALE NOTE: Extreme care should be taken to avoid damage to balsam fir seedlings and saplings.

Within Payment Unit(s) 1-3, harvesting is limited to the period of December 15 to April 1 because of the soil types within the area of the sale and wintering deer yard.

Within Payment Unit(s) 1-3, harvesting is not permitted during the period of April 15 to July 15 because of bark slippage.

# TIMBER SALE INFORMATION

## Earth's End Hardwoods (42-010-23) T45N, R08W, SEC. 22; T45N, R08W, SEC. 23. Luce County (Advertised Price \$81,551.65)

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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	D UNITS*	ADVI	ERTISED PRICE
Sawtimber				
Basswood	51.9	MBF	\$	111.00 / MBF
Red Maple	70.5	MBF	\$	70.00 / MBF
Sugar Maple	172.1	MBF	\$	299.00 / MBF
White Ash	41.6	MBF	\$	73.00 / MBF
Pulpwood				
Balsam Fir	24	Cords	\$	10.35 / Cord
Basswood	80	Cords	\$	7.50 / Cord
Mixed Hardwood	1,257	Cords	\$	11.40 / Cord
Paper Birch	20	Cords	\$	3.80 / Cord
White Spruce	157	Cords	\$	7.05 / Cord

\* The total volume is statistically estimated within plus (+) or minus (-) 9.97 percent. There are an estimated 2,453 cords on this timber sale, plus or minus 245 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 \$4,077.58 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

II NUMBER	PERCENT OF TOTAL SALE VA
01	44.8%
02	18.0%
03	37.2%
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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 06/30/2027.

## 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
193,791	2,453	9.97%	2,208	2,698

## **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
36	193,791	2,453	9.98%	2,208	2,698
TOTAL:	193,791	2,453		2,208	2,698

#### 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
36	135.7	1	60.8
		2	24.4
		3	50.5
TOTAL:	135.7		135.7

# DESCRIPTION OF TIMBER BY PU (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Basswood	Sawtimber	23.3	MBF	60.8	\$36,564.30
	Red Maple		31.6	MBF		
	Sugar Maple		77.2	MBF		
	White Ash		18.6	MBF		
	Balsam Fir	Pulpwood	11	Cords		
	Basswood		36	Cords		
	Mixed Hardwood		562	Cords		
	Yellow Birch	Sawtimber	0.8	MBF		
	Beech	Pulpwood	2	Cords		
	Black Ash	1 0.000	3	Cords		
	Ironwood		6	Cords		
	Red Maple		71	Cords		
			448	Cords		
	Sugar Maple White Ash		448 29			
				Cords		
	Yellow Birch		1	Cords		
	Paper Birch		9	Cords		
	Paper Birch	Sawtimber	1.3	MBF		
	Paper Birch	Pulpwood	6	Cords		
	White Spruce		71	Cords		
2	Basswood	Sawtimber	9.3	MBF	24.4	\$14,654.70
	Red Maple		12.7	MBF		
	Sugar Maple		30.9	MBF		
	White Ash		7.5	MBF		
	Balsam Fir	Pulpwood	4	Cords		
	Basswood		14	Cords		
	Mixed Hardwood		227	Cords		
	Yellow Birch	Sawtimber	0.3	MBF		
	Beech	Pulpwood	1	Cords		
	Black Ash	,	1	Cords		
	Ironwood		3	Cords		
	Red Maple		29	Cords		
	Sugar Maple		180	Cords		
	White Ash		12	Cords		
	Paper Birch		4	Cords		
	Paper Birch	Sawtimber	0.6	MBF		
	Paper Birch	Pulpwood	3	Cords		
	White Spruce	1 0101000	28	Cords		
3	Basswood	Sawtimber	19.3	MBF	50.5	\$30,344.05
	Red Maple		26.2	MBF	00.0	ΨΟΟ,ΟΤΤ.ΟΟ
	Sugar Maple		64.0	MBF		
	White Ash		15.5	MBF		
	Balsam Fir	Pulpwood	9	Cords		
	Basswood		9 30	Cords		
	Mixed Hardwood		30 469	Cords		
		Coutinghan				
	Yellow Birch	Sawtimber	0.6	MBF		
	Beech Diack Ask	Pulpwood	2	Cords		
	Black Ash		3	Cords		
	Ironwood		6	Cords		
	Red Maple		60	Cords		
	Sugar Maple		373	Cords		
	White Ash		24	Cords		
	Paper Birch		7	Cords		
	Paper Birch	Sawtimber	1.2	MBF		
	Paper Birch	Pulpwood	5	Cords		
	White Spruce		58	Cords		

TOTAL:	336.1	MBF
TOTAL:	1,539	Cords

## Sale Specific Conditions & Requirements

## Sale Name: Earth's End Hardwoods

Sale Number: 42-010-23 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. 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

## 2.1.3 - 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 spruce and balsam fir which meet minimum piece specifications, except do not cut any trees ringed in green paint.

#### 2.1.9 - Harvest exception (12/08)

Do not cut any white pine or cedar other than those that are necessary to remove in order to operate within the sale area. Every effort must be made to preserve the existing white pine and cedar and to leave an intact stand upon sale completion. All cut white pine and cedar shall be piled separately by products and scaled in the woods unless other scaling arrangements are agreed to by the Unit Manager or his/her representative.

Hemlock is not to be cut to improve equipment maneuverability. If there are any issues with maneuverability, contact the Sale Administrator - See spec 4.1.4 for additional information.

#### 2.2 - Utilization

2.2.6 - Roundwood operation required (3/21)

The skidding of whole trees or tree segments with limbs attached is prohibited. All products must be produced as roundwood and forwarded to existing roads or landing areas in final product length. See spec 5.2.16 for recommended equipment.

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

Within Payment Unit(s) 1-3, chipping of the bole, 2-inches in diameter or greater, is allowed. Chipping of limbs or portions of the tree less than 2-inches in diameter is not permitted. The Sale Area is within a deer yard and tops will provide a food source for wintering deer. 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) 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.

#### 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.

#### 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. 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. 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. 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. Temporary berms may be required if no sale activity occurs for 30 or more consecutive days. Contact the Sale Administrator for specific details of design and placement.

## 5 - Operations

5.2 - Conduct of Operations

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, skidding, and hauling are limited to the period of December 15 to April 1. This restriction is because of the soil types within the area of the sale and wintering deer yard.

5.2.3.3 - Bark slippage restriction (3/09)

Within Payment Unit(s) 1-3, 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.

# 5.2.16 - Equipment recommended (11/18)

It is recommended that trees be harvested with an in-woods processor in order to retain the existing understory. Feller bunching harvester will not be allowed.

# 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.

## 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.

