

# DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN TIMBER SALE PROSPECTUS #7431

SCHEDULED SALE DATE AND TIME: 3:00 p.m. (local time) on June 27, 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:

Slow Slalom Mix (42-019-23) / T46N, R10W, SEC. 18, NWNW.

T46N, R10W, SEC. 7, SWSW.

T46N, R11W, SEC. 12, SENW, SWNE, NESW, SE.

T46N, R11W, SEC. 13, NENE.

Luce County, Advertised Price \$13,124.10, 114.9 Acres, Hardwood, Spruce/Fir/Tamarack.

SALE NOTE: Within Payment Unit(s) 1-4, harvesting is limited to the period of December 1 to April 1 because of wet, low ground within the Payment Units.

To provide and enhance snowshoe hare habitat, purchaser is to create two (2) long linear brush piles along the

eastern side of Payment Units 1 and 2. See Sale Spec 5.2.4.6 for additional information.

The Silver Creek Trail is an ORV trail or route and is shown on the Timber Sale Map. See Sale Spec 5.2.39 for restrictions.

Care must be taken to minimize soil damage due to the wet soil types. Tracked equipment may be necessary.

#### TIMBER SALE INFORMATION

#### Slow Slalom Mix (42-019-23)

T46N, R10W, SEC. 18; T46N, R10W, SEC. 7; T46N, R11W, SEC. 12; T46N, R11W, SEC. 13. Luce County (Advertised Price \$13,124.10)

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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>ADVE</u>	ADVERTISED PRICE	
Sawtimber					
N. White Cedar	51.5	MBF	\$	19.00 / MBF	
Paper Birch	0.6	MBF	\$	44.00 / MBF	
Red Maple	4.9	MBF	\$	66.00 / MBF	
Pulpwood					
Balsam Fir	186	Cords	\$	9.85 / Cord	
Hemlock	54	Cords	\$	9.05 / Cord	
Mixed Hardwood	293	Cords	\$	11.90 / Cord	
Mixed Spruce	528	Cords	\$	6.85 / Cord	
N. White Cedar	117	Cords	\$	2.90 / Cord	
Paper Birch	61	Cords	\$	3.80 / Cord	
Quaking Aspen	53	Cords	\$	24.95 / Cord	
Tamarack	3	Cords	\$	1.35 / Cord	
White Pine	24	Cords	\$	19.75 / Cord	

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 12.10 percent. There are an estimated 1,434 cords on this timber sale, plus or minus 174 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 \$656.21 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	21.3%
02	30.7%
03	32.4%
04	15.6%

- 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	
113,319	1,434	12.10%	1,261	1,608	

#### **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
49	67,591	856	16.87%	711	1,000
54	31,330	397	20.16%	317	477
59	14,399	182	28.50%	130	234
TOTAL:	113,319	1,434		1,158	1,711

# **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
49	57.9	1	23.7
		2	34.2
54	36.7	3	36.7
59	20.3	4	20.3
TOTAL:	114.9		114.9

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	N. White Cedar	Sawtimber	20.7	MBF	23.7	\$2,789.70
	Paper Birch		0.2	MBF		
	Red Maple		0.5	MBF		
	Balsam Fir	Pulpwood	7	Cords		
	Hemlock		22	Cords		
	Hemlock	Sawtimber	0.5	MBF		
	Hemlock	Pulpwood	21	Cords		
	Mixed Hardwood		36	Cords		
	Red Maple		29	Cords		
	Yellow Birch		7	Cords		
	Mixed Spruce		178	Cords		
	Black Spruce		178	Cords		
	N. White Cedar		43	Cords		
	Paper Birch		11	Cords		
	Quaking Aspen		3	Cords		
	White Pine		10	Cords		
	White Pine	Sawtimber	0.6	MBF		
	White Pine	Pulpwood	9	Cords		
2	N. White Cedar	Sawtimber	29.9	MBF	34.2	\$4,028.95
-	Paper Birch	Cawanibon	0.4	MBF	01.2	ψ1,020.00
	Red Maple		0.8	MBF		
	Balsam Fir	Pulpwood	10	Cords		
	Hemlock	i dipwood	32	Cords		
	Hemlock	Sawtimber	0.6	MBF		
	Hemlock	Pulpwood	31	Cords		
	Mixed Hardwood	Fulpwood	51 51	Cords		
	Red Maple		41	Cords		
	Yellow Birch		10	Cords		
	Mixed Spruce		256	Cords		
	Black Spruce		256 256	Cords		
	N. White Cedar		62	Cords		
	Paper Birch		16	Cords		
	l '		5			
	Quaking Aspen			Cords		
	White Pine	0	14	Cords		
	White Pine	Sawtimber	0.8	MBF		
	White Pine	Pulpwood	12	Cords		4,
3	N. White Cedar	Sawtimber	0.9	MBF	36.7	\$4,255.55
	Red Maple		3.6	MBF		
	Balsam Fir	Pulpwood	91	Cords		
	Mixed Hardwood		134	Cords		
	American Elm		1	Cords		
	Red Maple		133	Cords		
	Mixed Spruce		81	Cords		
	Black Spruce		73	Cords		
	White Spruce		8	Cords		
	N. White Cedar		12	Cords		
	Paper Birch		31	Cords		
	Quaking Aspen		32	Cords		
	Tamarack		3	Cords		
4	Balsam Fir	Pulpwood	78	Cords	20.3	\$2,049.90
	Mixed Hardwood		72	Cords		
	Black Ash		4	Cords		
	Red Maple		68	Cords		
	Mixed Spruce		13	Cords		
	Mixed Opidee		_			

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
4 con't	Paper Birch	Pulpwood	3	Cords		
	Quaking Aspen		13	Cords		
		TOTAL:	57.0	MBF		
		TOTAL:	1,319	Cords		

# Sale Specific Conditions & Requirements

Sale Name: Slow Slalom Mix Sale Number: 42-019-23 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. 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

# 2.1.1 - 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, with the following exceptions:

- Within Payment Unit(s) 1 & 2, do not cut white pine or hemlock over 18 inches at DBH.
- Within Payment Unit(s) 3 & 4, do not cut any white pine or hemlock.

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

#### 3.4 - Damaged Timber

#### 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. 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. 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.

#### 4.2.5 - 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

# 5.2 - 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) 1-4, unless changed by written agreement, cutting and skidding are limited to the period of December 1 to April 1. This restriction is because of wet, low ground within the Payment Units.

#### 5.2.4 - Dead and Down Creation

#### 5.2.4.6 - Dead and down creation, other (9/09)

To provide and enhance snowshoe hare habitat, Purchaser is to create two (2) long, linear brush piles along the eastern side of Payment Units 1 & 2. These piles should be a minimum of 50 feet in length, using forest products such as stumps and larger unmerchantable woody material (from within the sale boundaries where available), formed into a line as a base. Place tops onto the base along its length to construct a linear pile 6 feet in height. The brush pile should be a jumble of logging slash piled on top of the base. If no unmerchantable products are available for a base, use whole trees 8–16 inches at DBH. Place brush piles perpendicular to the edge of the harvested stand, reaching into the adjacent stand at least 20 feet.

# 5.2.16 - Equipment recommended (11/18)

Tracked equipment may be necessary. This is because of wet soil types.

# 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.

# 5.2.39 - ORV trail/route protection (4/18)

The Silver Creek Trail is an ORV trail or route and is shown on the Timber Sale Map. Do not cut trees or damage posts with yellow ORV markers.

# 5.4 - Soil Protection

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

Care must be taken to minimize soil damage due to the wet 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.

# 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 5/9/2024 12:05:45PM

