

# DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN <u>TIMBER SALE PROSPECTUS #7290</u>

# <u>SCHEDULED SALE DATE AND TIME:</u> 10:00 a.m. (local time) on September 25, 2023. <u>LOCATION:</u> SAULT DNR CUSTOMER SERVICE CENTER, 4131 S. M-129, SAULT STE MARIE, MI 49783.

<u>CONTACT NAME:</u> Kenny Fanelli <u>PHONE NUMBER:</u> (906) 287-1380

<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, SAULT STE MARIE MANAGEMENT UNIT, for certain timber on the following described lands:

<u>Hard Time Hardwood</u> (45-004-23) / T45N, R01W, SEC. 32, E1/2SE. T45N, R01W, SEC. 33, NW,SENE,SW,N1/2SE. Chippewa County, Advertised Price \$52,557.75, 181.6 Acres, Aspen, Hardwood. SALE NOTE: Could be a good break up sale with Class A access to M-80 and Wilson Rd.

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 other public land.

# TIMBER SALE INFORMATION

## Hard Time Hardwood (45-004-23) T45N, R01W, SEC. 32; T45N, R01W, SEC. 33. Chippewa County (Advertised Price \$52,557.75)

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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>ADV</u>	ADVERTISED PRICE	
Sawtimber					
Red Maple	8.6	MBF	\$	137.00 / MBF	
Sugar Maple	33.4	MBF	\$	398.00 / MBF	
Pulpwood					
Balsam Fir	77	Cords	\$	16.95 / Cord	
Jack Pine	60	Cords	\$	49.20 / Cord	
Mixed Aspen	698	Cords	\$	20.40 / Cord	
Mixed Hardwood	796	Cords	\$	21.55 / Cord	
Red Oak	6	Cords	\$	42.80 / Cord	
White Pine	9	Cords	\$	32.10 / Cord	
White Spruce	190	Cords	\$	9.95 / Cord	

\* The total volume is statistically estimated within plus (+) or minus (-) 16.83 percent. There are an estimated 1,938 cords on this timber sale, plus or minus 326 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 \$4,204.62 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

JNIT NUMBER	PERCENT OF TOTAL SALE VA
01	26.3%
02	4.8%
03	3.3%
04	20.2%
05	15.7%
06	10.8%
07	18.9%

4. If no cutting takes place, the 10% down payment will not be refunded.

5. Operations on the contract issued will terminate on 12/31/2026.

## 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		
153,124	1,938	16.83%	1,612	2,265	

#### 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
1	23,453	297	17.14%	246	348
7	48,311	612	27.39%	444	779
8	6,794	86	24.80%	65	107
9	66,358	840	19.56%	676	1,004
19	8,208	104	30.42%	72	136
TOTAL:	153,124	1,938		1,503	2,374

#### 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
1	11.7	6	11.7
7	25.9	1	25.9
8	16.2	3	16.2
9	109.6	4	40.5
		5	31.4
		7	37.7
19	18.2	2	18.2
TOTAL:	181.6		181.6

# DESCRIPTION OF TIMBER BY PU (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Balsam Fir	Pulpwood	17	Cords	25.9	\$13,825.05
	Jack Pine		60	Cords		
	Mixed Aspen		373	Cords		
	B. T. Aspen		206	Cords		
	Quaking Aspen		167	Cords		
	Mixed Hardwood		121	Cords		
	Red Maple		85	Cords		
	Sugar Maple		36	Cords		
	White Spruce		37	Cords		
2	Balsam Fir	Pulpwood	7	Cords	18.2	\$2,520.25
	Mixed Aspen		47	Cords		
	Quaking Aspen		47	Cords		
	Mixed Hardwood		65	Cords		
	Ironwood		1	Cords		
	Red Maple		19	Cords		
	Sugar Maple		45	Cords		
	White Pine		1	Cords		
	White Spruce		1	Cords		
3	Balsam Fir	Pulpwood	4	Cords	16.2	\$1,719.55
U	Mixed Aspen	1 dipwood	31	Cords	10.2	φ1,710.00
	B. T. Aspen		8	Cords		
			23	Cords		
	<i>Quaking Aspen</i> Mixed Hardwood					
			34	Cords		
	Ironwood		2	Cords		
	Red Maple		14	Cords		
	Sugar Maple		18	Cords		
	White Pine		8	Cords		
	White Spruce		3	Cords		
4	Red Maple	Sawtimber	2.5	MBF	40.5	\$10,631.55
	Sugar Maple		12.3	MBF		
	Balsam Fir	Pulpwood	10	Cords		
	Mixed Aspen		71	Cords		
	B. T. Aspen		17	Cords		
	Quaking Aspen		54	Cords		
	Mixed Hardwood		156	Cords		
	Ironwood		2	Cords		
	Red Maple		28	Cords		
	Sugar Maple		126	Cords		
	Red Oak		2	Cords		
	White Spruce		33	Cords		
5	Red Maple	Sawtimber	2.0	MBF	31.4	\$8,265.75
	Sugar Maple		9.6	MBF		
	Balsam Fir	Pulpwood	7	Cords		
	Mixed Aspen		55	Cords		
	B. T. Aspen		13	Cords		
	Quaking Aspen		42	Cords		
	Mixed Hardwood		120	Cords		
	Ironwood		120	Cords		
	Red Maple		22	Cords		
			97	Cords		
	Sugar Maple					
	Red Oak		2	Cords		
-	White Spruce		26	Cords		<u> </u>
6	Red Maple	Sawtimber	1.7	MBF	11.7	\$5,651.65
	Balsam Fir	Pulpwood	23	Cords		
1	Mixed Aspen		54	Cords		

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
6 con't	B. T. Aspen	Pulpwood	28	Cords		
	Quaking Aspen		26	Cords		
	Mixed Hardwood		155	Cords		
	Ironwood		2	Cords		
	Red Maple		134	Cords		
	Sugar Maple		19	Cords		
	White Spruce		59	Cords		
7	Red Maple	Sawtimber	2.4	MBF	37.7	\$9,943.95
	Sugar Maple		11.5	MBF		
	Balsam Fir	Pulpwood	9	Cords		
	Mixed Aspen		67	Cords		
	B. T. Aspen		16	Cords		
	Quaking Aspen		51	Cords		
	Mixed Hardwood		145	Cords		
	Ironwood		2	Cords		
	Red Maple		26	Cords		
	Sugar Maple		117	Cords		
	Red Oak		2	Cords		
	White Spruce		31	Cords		
		TOTAL:	42.0	MBF		
		TOTAL:	1,836	Cords		

# Sale Specific Conditions & Requirements

#### Sale Name: Hard Time Hardwood

Sale Number: 45-004-23 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 blue, red and green 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 green 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. Green painted trees designating an interior Payment Unit boundary are only to be cut if marked with orange paint and 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 & 6, cut all trees that are two (2) inches or more at DBH, except red pine, white pine, yellow birch, hemlock, cedar, and oak.

## 2.1.3 - Cut tree marked unit(s) (12/08)

Within Payment Unit(s) 2-5 & 7, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. In addition, within Payment Units 4, 5, & 7, cut all aspen, spruce, and balsam fir which meet minimum piece specifications in 2.2 - Utilization.

#### 3 - Payments

#### 3.3 - Pre-measured Sales

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

Payment Unit(s) 1-7, 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 tree seedlings and saplings.

Within the Sale Area, if more than 10% of the 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 \$500 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 the Sale Area, if more than 5% of 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.

#### 4 - Transportation

#### 4.1 - Construction

#### 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 double earthen berms at strategic locations. All stumps and brush from road building and landing construction must be reserved to block any newly constructed roads upon completion of the sale. The stumps and brush 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.

# 4.1.12 - No new roads (1/12)

No new roads will be permitted in Payment Units 4, 5, & 7. All operations are limited to existing roads and fire breaks. Only skid trails will be allowed within these Payment Units.

# 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. Contact the Sale Administrator regarding the availability of onsite sand or gravel from adjacent State-owned lands.

# 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

## 5.2.1 - Slash

5.2.1.1 - Slash within sale area (9/16)

No trees are to be felled outside the sale area and all slash is to be kept at least 10 feet back from the red paint line. If sale boundary lines are along a public road or highway, then slash must be removed 50' from these lines per General Condition & Requirement 5.2.1.

5.2.1.8 - Slash height (12/08)

No slash or tree tops may exceed 24 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

5.2.3.3 - Bark slippage restriction (3/09)

Within Payment Unit(s) 2-5, & 7, unless changed by written agreement, cutting and skidding are not permitted during the period of May 1 to June 30. This restriction is because of bark slippage.

## 5.2.4 - Dead and Down Creation

5.2.4.3 - Dead and down creation, dead trees (6/07)

Except as provided for in General Condition and Requirement 5.2.2, no dead trees, standing or down, are to be cut,

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skidded, or processed.

## 5.2.31 - Landing locations (9/13)

Landing areas for Payment Units 4, 5, & 7 are marked on the Timber Sale Map with the letter "L". Landings must be confined to these designated sites unless otherwise authorized by the Unit Manager or his/her representative. In general, landings are limited to a "T" turnaround which will accommodate a truck with a 50 foot trailer.

# 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.

# 5.2.37 - No decking areas (12/08)

No decking is allowed within 50 feet of Wilson Road, without permission of the Chippewa County Road Commission.

5.2.38 - No decking against live trees (2/04)Cut products may not be decked against unmarked or designated leave trees.

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

The Kinross Motorcycle Trail is shown on the Timber Sale Map. Do not cut trees or damage posts with yellow ORV markers. All stumps within 5 feet of the trail must be cut flush with the ground. Maintain a 20-foot-wide slash, debris, and rut free zone daily using the ORV trail or route as the centerline. Do not run equipment down the ORV trail or route. Skidding across the trail or route may only occur in locations approved by the Sale Administrator.

# 5.2.41 - Snowmobile trail protection (9/11)

The snowmobile trail 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 is used for hauling, it must be graded to the satisfaction of the Unit Manager or his/her representative 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 during snowmobile season. All stumps within 5 feet of the snowmobile trail must be cut at ground level.

## 5.7 - Protection of Historical Sites

# 5.7.2 - Potential historical site(s) (9/06)

The State Historic Preservation Office has identified the potential for a historic site within the boundary of this timber sale. Note that if the site is discovered during operations, General Condition and Requirement 5.7 - Protection of Historical Sites will apply.

## 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 (10/20)

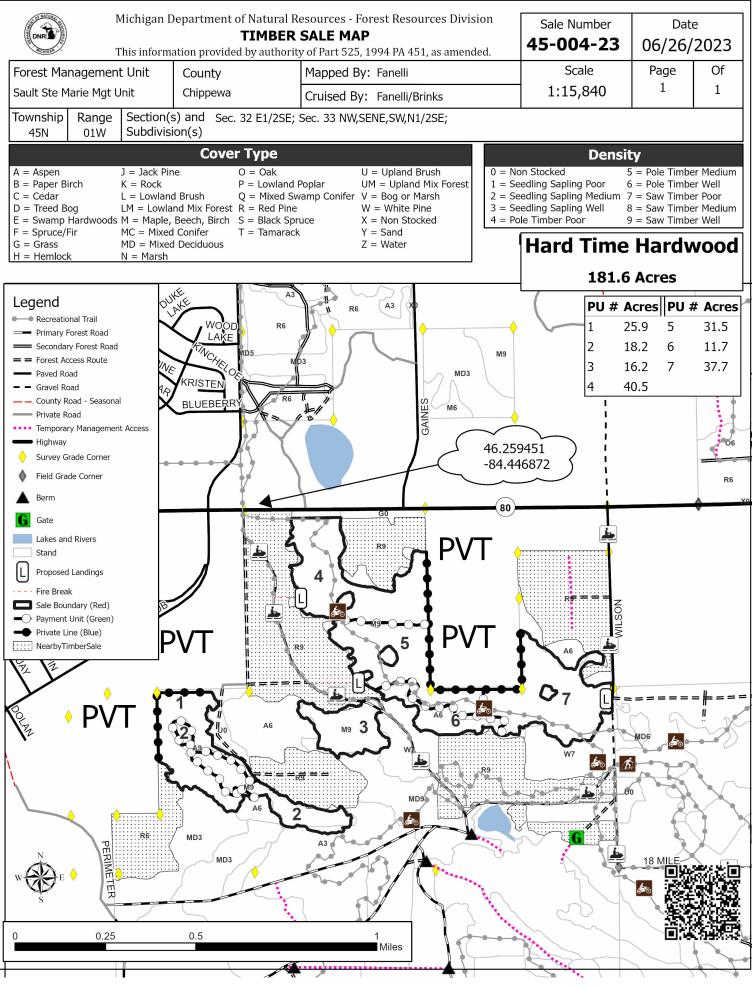
The Purchaser is responsible for posting and maintaining caution signs on Wilson Road and/or M-80 prior to beginning operations. The road must be posted at appropriate distances from the Sale Area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

# 6.2.2 - Snowmobile trail posting (10/20)

The Purchaser is responsible for posting and maintaining caution signs on the snowmobile trail 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 Purchaser will provide these signs.

# 6.2.3 - Recreational trail posting (10/20)

The Purchaser is responsible for posting and maintaining caution signs on the Kinross Motorcycle Trail prior to beginning operations. The trail must be posted at appropriate distances from the Sale Area to warn of logging activity and truck traffic at both ends of the trail. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.



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