

# DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN <u>TIMBER SALE PROSPECTUS #7361</u>

<u>SCHEDULED SALE DATE AND TIME:</u> 3:00 p.m. (local time) on December 20, 2023. <u>LOCATION:</u> BALDWIN OFFICE, 2468 W 24TH STREET, BALDWIN, MI 49304.

<u>CONTACT NAME:</u> David Flsher <u>PHONE NUMBER:</u> (231) 745-4651

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

<u>Obsidian Oak</u> (63-019-23) / T19N, R13W, SEC. 25, E1/2SW,W1/2SE. T19N, R13W, SEC. 36, NENW,NWNE. Lake County, Advertised Price \$132,650.35, 83.5 Acres, Hardwood, Red Oak.

# TIMBER SALE INFORMATION

## Obsidian Oak (63-019-23) T19N, R13W, SEC. 25; T19N, R13W, SEC. 36. Lake County (Advertised Price \$132,650.35)

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*	ADV	ERTISED PRICE
Sawtimber				
B. T. Aspen	27.1	MBF	\$	104.00 / MBF
Black/Red (Hybrid) Oak	691.1	MBF	\$	111.00 / MBF
Red Maple	11.8	MBF	\$	114.00 / MBF
Red Oak	45.1	MBF	\$	196.00 / MBF
Red Pine	4.5	MBF	\$	93.00 / MBF
White Pine	10.5	MBF	\$	84.00 / MBF
Pulpwood				
B. T. Aspen	43	Cords	\$	31.05 / Cord
Black/Red (Hybrid) Oak	1,021	Cords	\$	31.65 / Cord
Red Maple	229	Cords	\$	23.55 / Cord
Red Oak	40	Cords	\$	31.65 / Cord
Red Pine	4	Cords	\$	49.30 / Cord
White Pine	44	Cords	\$	25.65 / Cord

\* The total volume is statistically estimated within plus (+) or minus (-) 17.73 percent. There are an estimated 3,231 cords on this timber sale, plus or minus 573 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 \$6,632.52 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 remainder is due before cutting begins.

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(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

100.0%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 12/31/2025.

## 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	
255,242	3,231	17.73%	2,658	3,804	

#### 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
15	255,242	3,231	12.46%	2,828	3,634
TOTAL:	255,242	3,231		2,828	3,634

#### 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
15	83.5	1	83.5
TOTAL:	83.5		83.5

# DESCRIPTION OF TIMBER BY PU (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	B. T. Aspen	Sawtimber	27.1	MBF	83.5	\$132,650.35
	Black/Red (Hybrid		691.1	MBF		
	Red Maple		11.8	MBF		
	Red Oak		45.1	MBF		
	Red Pine		4.5	MBF		
	White Pine		10.5	MBF		
	B. T. Aspen	Pulpwood	43	Cords		
	Black/Red (Hybrid		1,021	Cords		
	Red Maple		229	Cords		
	Red Oak		40	Cords		
	Red Pine		4	Cords		
	White Pine		44	Cords		
	TOTAL:		790.1	MBF		
		TOTAL:	1,381	Cords		

# Sale Specific Conditions & Requirements

#### Sale Name: Obsidian Oak

Sale Number: 63-019-23 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 and red paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. The painted boundary line trees are not Included Timber and are to be protected.

## 2 - Timber Specifications

- 2.1 Included Timber
  - 2.1.4 Designated timber unit(s) (6/17)

Within Payment Unit(s) 1, all trees are designated for cutting which meet minimum piece specifications in 2.2 Utilization, except any white oak, in addition to red or white pine less than 10" at DBH.

## 2.1.15 - Hazard trees near roads (11/20)

Cut and remove all standing dead trees within 100 feet of the cleared portion of 1 Mile Road. These trees may be utilized or must be scattered back into the Sale Area. If utilized, these trees must be skidded and piled separately on the landing. The Sale Administrator will measure the dead trees, and the wood cannot be hauled prior to scaling. The Purchaser will be invoiced at \$15.00 per cord and will have 30 days to pay from the date of the invoice.

## 3 - Payments

# 3.3 - Pre-measured Sales

# 3.3.4 - Dividing payment units (7/14)

Payment Unit(s) 1 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. 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

## 4.1.12 - No new roads (1/12)

No new roads will be permitted in any Payment Unit. All operations are limited to existing roads. Skid trails only will be allowed.

## 4.2 - Maintenance

# 4.2.1 - Hauling restriction (12/08)

Hauling may be restricted on forest roads by the Unit Manager or his/her representative. The restriction may occur during spring breakup or during wet weather conditions.

## 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.

4.3 - Public Right-of-Way

4.3.2 - County R-O-W (12/06)

The county must be contacted prior to crossing or harvesting in the county road R-O-W.

# 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 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 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

5.2.3.5 - Oak wilt restriction (1/18)

Within Payment Unit 1, unless changed by written agreement, cutting, skidding, hauling within the sale and brushing of access roads to the sale are not permitted during the period of April 15 to July 15. Operations may be allowed if specific steps are taken to prevent damaging uncut oak during the high risk period. Those steps may include completing all road brushing before April 15th and clearing a tree-length buffer along uncut oak cover before April 15th. This is necessary to reduce the spread of oak wilt. For more information, contact the Unit Manager or his/her representative.

5.2.4 - Dead and Down Creation

5.2.4.4 - Dead and down creation, grouse (6/18)

To encourage grouse and other wildlife, in Payment Unit(s) 1, leave one, 12" diameter or larger log-length (8 foot minimum) piece on the ground for every 2 acres and at least three (3) large tops per acre. These trees will be evenly scattered throughout the Payment Unit, preferably at least two chains from any roads, two-tracks, or trails open to vehicles. Each log must be clearly identified by a piece of blue flagging.

5.2.29 - Shrub protection (1/20)

Do not cut or damage hawthorn, witch-hazel, dogwood or juneberry. These woody-shrub plants are highly beneficial to various wildlife species.

## 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.

## 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 1 Mile Road 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.

