

# DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN TIMBER SALE PROSPECTUS #7610

SCHEDULED SALE DATE AND TIME: 3:00 p.m. (local time) on April 3, 2025.

LOCATION: NEWBERRY MGMT UNIT, 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:

LLBB (42-018-24) / T45N, R08W, SEC. 18, SENW,N1/2SW,SESW,NWSE,S1/2SE.

T45N, R08W, SEC. 19, N1/2NE. T45N, R08W, SEC. 20, NWNW.

Luce County, Advertised Price \$19,574.40, 97.4 Acres, Hardwood, Spruce/Fir/Tamarack. SALE NOTE: Roads may require the installation of culverts for cross drainage or at natural drainage-ways. See Sale Spec 4.1.5 for additional information.

The Purchaser will secure any necessary highway and culvert permits that may be required.

Within Payment Unit(s) 1-3, harvesting is limited to the period of December 31 to March 31.

Some roads or skid trails may require extra protection such as that afforded by timber mats, interlocking composite mats, or another approved system. See Sale Spec 5.2.17 for details.

#### TIMBER SALE INFORMATION

#### LLBB (42-018-24)

T45N, R08W, SEC. 18; T45N, R08W, SEC. 19; T45N, R08W, SEC. 20. Luce County (Advertised Price \$19,574.40)

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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*		ADVE	ADVERTISED PRICE	
Sawtimber					
Red Maple	15.3	MBF	\$	36.00 / MBF	
Yellow Birch	0.6	MBF	\$	50.00 / MBF	
Pulpwood					
Balsam Fir	310	Cords	\$	8.00 / Cord	
Black Spruce	674	Cords	\$	5.00 / Cord	
Mixed Hardwood	520	Cords	\$	9.75 / Cord	
Quaking Aspen	328	Cords	\$	23.30 / Cord	
Tamarack	88	Cords	\$	4.90 / Cord	

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 14.10 percent. There are an estimated 1,957 cords on this timber sale, plus or minus 276 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 \$978.72 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	29.8%
02	22.4%
03	47.8%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2029.

# 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	
154,598	1,957	14.10%	1,681	2,233	

#### **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
48	22,236	281	28.76%	201	362
54	82,124	1,040	20.64%	825	1,254
65	50,237	636	25.04%	477	795
TOTAL:	154,598	1,957		1,502	2,412

# **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.

TOTAL:	161.5		97.4
65	18.8	3	18.8
54	64.1	2	39.8
54	64.1	1	24.3
48	14.5	1	14.5
VDU	VDU ACRES	PU	PU ACRES

# DESCRIPTION OF TIMBER BY PU (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Red Maple	Sawtimber	3.2	MBF	38.8	\$5,827.25
	Balsam Fir	Pulpwood	63	Cords		
	Black Spruce		258	Cords		
	Mixed Hardwood		261	Cords		
	Paper Birch		2	Cords		
	Red Maple		259	Cords		
	Quaking Aspen		52	Cords		
	Tamarack		33	Cords		
2	Red Maple	Sawtimber	0.6	MBF	39.8	\$4,383.30
	Balsam Fir	Pulpwood	57	Cords		
	Black Spruce		397	Cords		
	Mixed Hardwood		112	Cords		
	Paper Birch		2	Cords		
	Red Maple		110	Cords		
	Quaking Aspen		24	Cords		
	Tamarack		55	Cords		
3	Red Maple	Sawtimber	11.5	MBF	18.8	\$9,363.85
	Yellow Birch		0.6	MBF		
	Balsam Fir	Pulpwood	190	Cords		
	Black Spruce		19	Cords		
	Mixed Hardwood		147	Cords		
	Ironwood		1	Cords		
	Paper Birch		3	Cords		
	Red Maple		141	Cords		
	Sugar Maple		1	Cords		
	Yellow Birch		1	Cords		
	Quaking Aspen		252	Cords		
		TOTAL:	15.9	MBF		
		TOTAL:	1,920	Cords		

# Sale Specific Conditions & Requirements

Sale Name: LLBB Sale Number: 42-018-24 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 yellow 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 boundary between payment Units 1 and 2 has not been painted. Avenza can be used to locate the line location by using the Timber Sale Map while harvesting or the line will be painted in upon request, if Avenza is not used. 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. 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) 1-3, cut all trees which meet minimum piece specifications in 2.2 Utilization, except do not cut cedar, white pine, or hemlock. In addition, within Payment Units 1 and 2, do not cut yellow birch.

Do not cut dense sub-merchantable pockets of balsam fir in Payment Unit 3.

#### 2.2 - Utilization

#### 2.2.9 - No Chipping Permitted (12/08)

Within Payment Unit(s) 1-3, all wood must be removed by whole tree, tree segment, or roundwood. No chipping is permitted due to soil conditions and deer wintering habitat.

# 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 (1) division per Payment Unit. Payment Unit 1 and 2 are divided by an Avenza line and can be painted in if requested.

#### 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.

#### 4.1.5 - Culverts (5/14)

Roads may require the installation of culverts for cross drainage or at natural drainage-ways. If culverts are needed in these locations, their placement will be specified by the Sale Administrator, and they shall be installed prior to hauling. Culverts will be provided by the DNR. If culverts are removed, fill shall be removed from wetland soils as specified. Soils shall be maintained and left in a non-erodible condition, with water bars, seed, fertilizer, mulch, and slash installed as directed by the Sale Administrator and as specified in the BMP manual.

#### 4.1.6 - Road Construction (4/24)

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. These roads must be rendered impassable to cars and trucks. Contact the Sale Administrator for specific details of design and placement.

#### 4.1.11 - Permits (2/12)

The Purchaser will secure any necessary highway and culvert permits that may be required.

#### 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 wet weather conditions.

# 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.

#### 4.4 - Access

# 4.4.2 - Alternate route on private property (2/04)

It is the Purchaser's responsibility to obtain access across private land for any routes other than the route shown on the Timber Sale Map.

# 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 31 to March 31. This restriction is for frozen winter conditions.

#### 5.2.17 - Timber Mats and Interlocking Composite Mats (5/23)

Some roads or skid trails may require extra protection such as that afforded by timber mats, interlocking composite mats, or another approved system. If available, mats may be borrowed from the DNR. A Timber Sale Contract Amendment will be used to document the Purchaser's use of the DNR's mats. Contact the Sale Administrator regarding availability and pick-up. The Purchaser is responsible for picking up and hauling the mats to and from the site. All mats must be cleaned prior to drop off. This may include, but is not limited to, power washing and brushing to remove mud and debris. A charge of \$700.00 per timber mat and \$2,000.00 per composite mat will be assessed for all damaged or non-returned mats. Damage for the crane/timber mats is defined as three or more broken cants. Damage for the composite mats is defined as cracked or broken mats.

# 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 are 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 onsite 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 County Road 393 (Borgstrom) or M28, whichever is used, 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.

#### 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 1/29/2025 10:48:05AM

