

# DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN TIMBER SALE PROSPECTUS #7693

SCHEDULED SALE DATE AND TIME: 3:00 p.m. (local time) on August 28, 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:

<u>The Dana Hurt Pains</u> (42-001-25) / T46N, R12W, SEC. 13, NW,W1/2NE,NWSW.

T46N, R12W, SEC. 14, SENW, SWNE, NESW, NWSE.

Luce County, Advertised Price \$6,235.35, 78.0 Acres, Hardwood, Spruce/Fir/Tamarack.

SALE NOTE: 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.

Within Payment Unit(s) 1-3, it is recommended, that harvesting occur during summer or frozen winter conditions because of wet soil types.

## TIMBER SALE INFORMATION

The Dana Hurt Pains (42-001-25)
T46N, R12W, SEC. 13; T46N, R12W, SEC. 14.
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Within Payment Unit(s) 1-3, it is recommended, that harvesting occur during summer or frozen winter conditions because of wet soil types.

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>ADVI</u>	ADVERTISED PRICE		
Pulpwood						
Balsam Fir	119	Cords	\$	5.30 / Cord		
Black Spruce	729	Cords	\$	3.40 / Cord		
Mixed Hardwood	309	Cords	\$	6.55 / Cord		
N. White Cedar	60	Cords	\$	2.55 / Cord		
Paper Birch	247	Cords	\$	1.90 / Cord		
Tamarack	12	Cords	\$	3.60 / Cord		
White Pine	37	Cords	\$	11.80 / Cord		

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 15.97 percent. There are an estimated 1,514 cords on this timber sale, plus or minus 242 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 \$311.77 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	12.3%
02	24.7%
03	63.0%

- 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	
119,638	1,514	15.97%	1,273	1,756	

## **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
30	22,909	290	34.08%	191	389
36	17,868	226	37.48%	141	311
48	35,017	443	29.19%	314	573
54	21,848	277	37.46%	173	380
77	21,995	278	48.97%	142	415
TOTAL:	119,638	1,514		961	2,067

## **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
30	15.0	2	15.0
36	9.8	1	9.8
48	27.8	3	27.8
54	14.4	3	14.4
77	11.0	3	11.0
TOTAL:	78.0		78.0

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Black Spruce	Pulpwood	162	Cords	9.8	\$763.90
	Mixed Hardwood	i uipwood	12	Cords	3.0	Ψ100.30
	Red Maple		12	Cords		
	N. White Cedar		34	Cords		
	Paper Birch		10	Cords		
	Tamarack		8	Cords		
2	Balsam Fir	Pulpwood	35	Cords	15.0	\$1,542.45
	Black Spruce	·	69	Cords		, ,
	Mixed Hardwood		123	Cords		
	Black Cherry		3	Cords		
	Red Maple		93	Cords		
	Yellow Birch		27	Cords		
	N. White Cedar		26	Cords		
	Paper Birch		20	Cords		
	White Pine		18	Cords		
3	Balsam Fir	Pulpwood	84	Cords	53.2	\$3,929.00
	Black Spruce		498	Cords		
	Mixed Hardwood		174	Cords		
	Red Maple		174	Cords		
	Paper Birch		217	Cords		
	Tamarack		4	Cords		
	White Pine		19	Cords		
TOTAL: 1,513 Cords						

# Sale Specific Conditions & Requirements

Sale Name: The Dana Hurt Pains Sale Number: 42-001-25 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 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. 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 & 2, cut all trees which meet minimum piece specifications in 2.2 Utilization, except do not cut white pine over 20 inches in diameter or any hemlock.

Within Payment Unit(s) 3, cut all trees which meet minimum piece specifications in 2.2 Utilization, except do not cut any hemlock, cedar, or special protection trees marked with green paint. In addition, within Payment Unit 3, leave 1-2 mature white pine, quaking aspen, or paper birch trees per acre.

Trees may be removed for equipment operability, see sale specification 4.1.4. Special protection trees identified in accordance with condition 3.4.2, within clearcutting unit boundaries, are not Included Timber and are to be protected.

## 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.

## 3 - Payments

## 3.3 - Pre-measured Sales

## 3.3.4 - Dividing Payment Units (7/14)

Payment Unit(s) 3, 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

## 3.4.2 - Special Protection Trees (1/25)

The Purchaser shall not cut live or dead special protection trees within cutting units or clearings. Special protection trees are marked with green paint and are of various species. If Purchaser's operations have cut or damaged special protection trees through carelessness, the Purchaser shall pay triple stumpage or triple district average prices, whichever is applicable, as fixed, agreed and liquidated damages for each special protection tree 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 (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, 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.

#### 4.2 - 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.

Note that: One such hole exists on the access road into the north part of Payment Unit 3.

#### 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.

## 5.2.17 - 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. Skid roads or trails may need extra protection at locations shown on the Timber Sale Map as intermittent streams. 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. Timber mats are available from various field offices. Composite mats are only available from the Grayling field office and the Marquette ICC. The Purchaser is responsible for picking up and hauling the mats to and from the site. The composite mats will require DNR staff onsite for installation and removal. Contact the Sale Administrator to schedule at least 30 days before desired install/removal date. 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.

#### 5.2.22 - Operating Caution

# 5.2.22.1 - Operating Caution (6/11)

It is recommended, but not required, that within Payment Unit(s) 1-3, cutting, skidding, and hauling occur during dry summer or frozen winter conditions. The reason for the recommendation 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.

# 5.4 - Soil Protection

## 5.4.5 - Soil Caution (11/04)

Care must be taken to minimize soil damage in wetland areas.

## 5.4.6 - Wet Area Protection (5/10)

No harvesting operations, including skidding and felling, are to take place within depression areas or drainages. When harvesting occurs, there should be no disturbance to a depression or drainages. All equipment, trees and tops should be kept out of this area. Care must be taken by the Purchaser to identify and avoid operating in these areas of the timber sale.

## 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 442 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 6/11/2025 7:57:26AM

