



**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.

PROSPECTUS NOTE: 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:

Classe Spruce (42-004-24) / T46N, R12W, SEC. 31, E1/2SW,S1/2SE.

Luce County, Advertised Price \$2,950.30, 24.6 Acres, Spruce/Fir/Tamarack, White Pine.

SALE NOTE: Road work is required on this sale. See Sale Spec 4.1.8 for details.

No new roads will be permitted in the Sale Area other than the ice road leading into the sale from the highway . Skid trails will only be allowed.

Within Payment Unit(s) 1, harvesting is limited to frozen winter conditions (approximately December 1 to April 1) because of sensitive soil conditions.

Access may be through other public land.

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, Spruce/Fir/Tamarack, Hardwood.

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.

## BID INSTRUCTIONS (VER. 10/10/2022):

### 1. Scheduled Bid Location, Date, and Time (2/11)

Bids must be received by the Unit Manager, NEWBERRY OFFICE, 5666 S STATE HWY M 123, NEWBERRY, MI 49868, no later than 3:00 p.m. (local time) on April 3, 2025. For further information concerning this sale, contact Keith Magnusson at 906-291-0120 extension n/a.

### 2. Bidder's Qualifications (10/22)

If all or part of a timber sale was prepared by a private contractor, the contractor and that contractor's company are not permitted to bid on the timber sale. A person must be 18 years of age or older to purchase timber. Permanent employees of the Department of Natural Resources or members of their immediate household may not bid. Former employees, in the permanent or seasonal class, may not bid until 3 months after the last day of active duty. Bids will not be accepted from individuals or companies appearing on the DNR/FRD No-Bid List. This list contains the names of purchasers who previously failed to execute a contract within 21-days or who have a history of poor performance.

### 3. Preparation of Sealed Bids (5/16)

Bid Forms may be completed online thru Michigan DNR Timber Sale Online Bidding (OLB) at [www.michigan.gov/timberbidding](http://www.michigan.gov/timberbidding) or by completing the hardcopy Bid Form found in the Timber Sale Prospectus. Hardcopy Bid Forms shall be manually signed in ink. Registration in OLB is considered your 'signature' for all bids submitted thru that system. Bid prices must be entered for each species and product in the Bid Price column for all material subject to bidding and all fill-in blanks must be completed. If erasures or other changes appear on the hardcopy Bid Form, each erasure or change must be initialed by the person signing the bid.

### 4. Submission of Sealed Bids (5/16)

Bid forms may be obtained from the Unit Manager or thru OLB. Bids may be submitted hardcopy or thru OLB. All hardcopy bids must be submitted on the bid form and in an envelope clearly identified as described in this section. NOTE: Only one bid form per bid envelope. Sealed bids must be submitted to the Unit office designated in the prospectus and must be submitted at or prior to the time established in the prospectus. The envelope should show on the outside (a) the sale name or number and (b) the date and time of bid opening, as shown in the prospectus. Bids received after the time specified in the sale prospectus are late bids and will be rejected.

It is possible for a bidder to submit multiple bids on a single sale. For example, a bid may be submitted hardcopy and a bid may be submitted thru OLB. Or, two bidders from the same company could both submit bids on the same sale. If this were to happen, the State would accept all bids received and award the contract accordingly. All bidding and contractual requirements would apply to all bids received.

### 5. Public Opening of Sealed Bids (7/16)

If conditions permit, the sealed bids will be publicly opened and posted at the time and place set in the prospectus.

If a bidder, present at a bid opening, has submitted bids on more than one sale, that bidder may withdraw their unopened bid envelopes or announce the withdrawal of their online bid after being declared the successful bidder on one sale.

### 6. Award of Contract (1/11)

Award of the contract will be made to the Bidder whose bid, conforming to the prospectus, is most advantageous to the State of Michigan on the basis of total value at rates bid for the estimated quantities. The State reserves the right to reject any bid or waive any minor irregularity in bids received. A written award mailed (or otherwise furnished) to the successful Bidder shall be deemed to result in a binding contract without further action by either party.

### 7. Down Payment (1/11)

The Bidder to whom award is made must make a down payment within 21 days of the sale award. The amount of the down payment will be calculated as shown in the Bond and Payment Schedule of this prospectus. Only cash may be used to meet this requirement.

### 8. Performance Security (1/11)

As guarantee of faithful performance, a cash bond, certificate of deposit, surety bond or irrevocable letter of credit (LOC) is required within 21 days of the sale award. The amount of the performance security is shown in the Bond and

Payment Schedule of this prospectus. If an LOC or surety is used, the coverage must extend for at least 6 months beyond the contract expiration.

#### 9. Worker's Compensation (10/22)

Purchaser shall obtain worker's compensation insurance to cover claims under Michigan's Worker's Disability Compensation Act of 1969 or similar employee benefit act of any other state applicable to an employee. Verification of Worker's Disability Compensation Act Compliance must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract. In addition, if applicable, Notice of Exclusion or Certificate of Insurance must also be submitted.

#### 10. Timber Sale Contract (10/22)

Additional conditions and requirements common to all timber sales are listed on the timber sale contract (R4031) and are available on line at [www.michigan.gov/timber](http://www.michigan.gov/timber). Contact the Unit Manager for additional information or a sample contract. Within 21 days of the date of the award letter, the bidder must sign the contract and provide the required down payment, performance security, and verification of worker's disability compensation. The down payment and performance security shall be in accordance with the provisions of the timber sale contract, in the sums stated in this prospectus. If these actions are not taken, then the Bidder, the Bidder's corporation, and the corporation's principals may not be permitted to bid on State timber sales for a period of 3 months after the first offense, 6 months after the second offense, and 1 year after the third offense. An offense will only be counted against the Bidder for 5 years. In addition, the Bidder certifies that if awarded this contract, the Bidder will complete the timber sale contract in accordance with its terms and any modifications thereof including requirements to purchase, cut, and remove the included timber by the expiration date.

Payment Unit values in the State Forest Timber Sale Contract are calculated based on the advertised value of the Payment Unit as a percentage of the total advertised value of the contract. The advertised value of each Payment Unit is given in the Description of Timber by Payment Unit table on the Timber Sale Information page. For example, if the value of Payment Unit 1 is advertised as \$1,500 and the total Timber Sale value is advertised as \$10,000, the contract price for Payment Unit 1 will be 15% of the total bid price ( $\$1,500/\$10,000 * 100$ ).

#### 11. Disclaimer of Estimates and Bidder's Warranty of Inspection (10/22)

Before submitting this bid, the Bidder is advised and cautioned to inspect the sale area, review the requirements of the sale contract, and take other steps as may be reasonably necessary to ascertain the location, estimated volumes, construction estimates, and operating costs of the proposed sale. Failure to do so will not relieve the Bidder from responsibility for completing the contract.

The Bidder warrants that this bid is submitted solely on the basis of the Bidder's examination and inspection of the quality and quantity of the timber offered for sale and the Bidder's opinion of the value thereof and the costs of recovery. No reliance should be placed on the State of Michigan's estimates of timber quality, quantity or costs of recovery. Bidder further acknowledges that the State of Michigan: (i) expressly disclaims any warranty of fitness of timber for any purpose; (ii) offers this timber as is without any warranty of quality (merchantability) or quantity and (iii) expressly disclaims any warranty as to the quantity or quality of timber sold.

#### 12. Certification and Chain-of-Custody (10/22)

Unless otherwise indicated in the contract under section 7 – Other Conditions of the Sale Specific Conditions & Requirements, the area encompassed by this timber sale is certified to the standards of the Forest Stewardship Council (FSC) - Certificate #SCS-FM/COC-00090N and the Sustainable Forestry Initiative (SFI) - Certificate #NSF-SFIS-5Y031-SF5. Forest products from this sale may be delivered to the mill as "FSC 100% and / or SFI certified" as long as the contractor hauling the forest products is chain-of-custody (COC) certified or covered under a COC certificate from the destination mill. The purchaser is responsible for maintaining COC after leaving the sale area.

#### 13. Good Neighbor Authority (GNA) Requirements (10/22)

If the name of this timber sales contains the acronym GNA, it is authorized by the Good Neighbor Authority (GNA) and covered by various agreements between the U.S. Forest Service and the State. The timber sale occurs on federal land and the following conditions apply:

GNA contracts on US Forest Service land will not be awarded to purchasers on the Federal list of excluded parties. The System for Award Management (SAM) will be checked for active excluded parties prior to award of contract. In

addition, the Bidder to whom award is made must complete an Assurance Regarding Felony Conviction or Tax Delinquent Status for Corporate Applicants (AD-3031).

14. Good Neighbor Authority (GNA) Requirements, con't (10/22)

Bidder certifies, by signing this bid form, that to the best of Bidder's knowledge that the following representations are accurate and complete.

- a. That the Bidder and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from timber sales (covered transactions) by any Federal department or agency.
- b. That the Bidder and its principals have not within a 3-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining , attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- c. That the Bidder and its principals are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph b of this certification.
- d. That the Bidder and its principals have not within a 3-year period preceding this bid had one or more public transactions (Federal, State, or local) terminated for breach or default of a timber or forest product contract.

Bidders that cannot certify this requirement, in whole or in part, shall submit an explanation with their bid.

Scott Bowen  
Director

**TIMBER SALE INFORMATION**

Classe Spruce (42-004-24)  
 T46N, R12W, SEC. 31.  
 Luce County (Advertised Price \$2,950.30)

SALE NOTE: Road work is required on this sale. See Sale Spec 4.1.8 for details.

No new roads will be permitted in the Sale Area other than the ice road leading into the sale from the highway . Skid trails will only be allowed.

Within Payment Unit(s) 1, harvesting is limited to frozen winter conditions (approximately December 1 to April 1) because of sensitive soil conditions.

Access may be through other public land.

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:

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>
Pulpwood		
Black Spruce	474 Cords	\$ 5.00 / Cord
Tamarack	41 Cords	\$ 4.90 / Cord
White Pine	28 Cords	\$ 13.55 / Cord

\* The total volume is statistically estimated within plus (+) or minus (-) 11.53 percent. There are an estimated 543 cords on this timber sale, plus or minus 63 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:**

- A bond in the amount of \$295.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- Cutting in any sale or unit without the required advance payment would be considered a trespass.
- Total payment must be paid in advance or according to the following schedule :
  - Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - The remainder is due before cutting begins.
  - Payment for each of the following units must be made before cutting begins in that unit:
 

<u>PAYMENT UNIT NUMBER</u>	<u>PERCENT OF TOTAL SALE VALUE</u>
01	100.0%
- If no cutting takes place, the 10% down payment will not be refunded.
- 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.

<u>VOLUME</u>		<u>STATISTICAL RANGE IN CORDS</u>		
<u>TOTAL CUBIC FEET</u>	<u>TOTAL CORDS</u>	<u>PERCENT ERROR</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
42,936	543	11.53%	481	606

**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.

VDU	VOLUME		PERCENT ERROR	RANGE IN CORDS	
	TOTAL CUBIC FEET	TOTAL CORDS		MINIMUM	MAXIMUM
57	42,936	543	11.54%	481	606
<b>TOTAL:</b>	<b>42,936</b>	<b>543</b>		<b>481</b>	<b>606</b>

**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
57	24.6	1	24.6
<b>TOTAL:</b>	<b>24.6</b>		<b>24.6</b>

**DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)**

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Black Spruce	Pulpwood	474	Cords	24.6	\$2,950.30
	Tamarack		41	Cords		
	White Pine		28	Cords		
<b>TOTAL:</b>			<b>543</b>	<b>Cords</b>		

## Sale Specific Conditions & Requirements

**Sale Name: Classe Spruce**

**Sale Number: 42-004-24 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 red paint. Exterior sale boundary lines against state are marked with red paint.

### 2 - Timber Specifications

#### 2.1 - Included Timber

##### 2.1.2 - Clearcut Unit(s) w/o Unmerchantable Trees (8/11)

Within Payment Unit(s) 1, cut all trees which meet minimum piece specifications in 2.2 Utilization, except do not cut cedar.

### 4 - Transportation

#### 4.1 - Construction

##### 4.1.8 - Road Work (1) (8/07)

The following road work is required: creation of an ice road that connects Sale Area to highway M28. It is recommended to form a single entry/exit road to minimize impact and conform with MDOT requirements. This will likely be approximately 150 feet in length, not including a landing area. Landing areas should also be constructed in such a way that there is minimal impact to the soil.

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

The DNR will secure any necessary MDOT highway permits that may be required.

##### 4.1.12 - No New Roads (1/12)

No new roads will be permitted in the Sale Area other than the ice road leading into the sale from the highway. Skid trails will only be allowed.

### 5 - Operations

#### 5.2 - Conduct of Operations

##### 5.2.1 - Slash

##### 5.2.1.13 - Dispose of Slash as Directed (12/05)

Slash is to be disposed of as directed by the Sale Administrator. Generally, slash should be dispersed evenly throughout the Sale Area.

##### 5.2.3 - Operating Restrictions

##### 5.2.3.1 - Operating Restrictions (9/11)

Within Payment Unit(s) 1, unless changed by written agreement, cutting, skidding, and hauling are limited to frozen winter conditions (approximately December 1 to April 1). This restriction is because of sensitive soil conditions.

##### 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.

#### 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.

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

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

### 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.

#### 5.8.8 - Protected Species, Other (2/12)

Within the Sale Area, the Brush footed-butterfly is found to be present in Sale Area. Timber should be harvested in the winter months.

## 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.





**TIMBER SALE MAP**

This information provided by authority of Part 525, 1994 PA 451, as amended.

Sale Number	Date
42-004-24	06/05/2024

Forest Management Unit	County	Mapped By: A. Ciaramitaro	Scale	Page	Of
Newberry Mgt Unit	Luce	Cruised By: Newberry Unit Staff	1:7,920	1	1

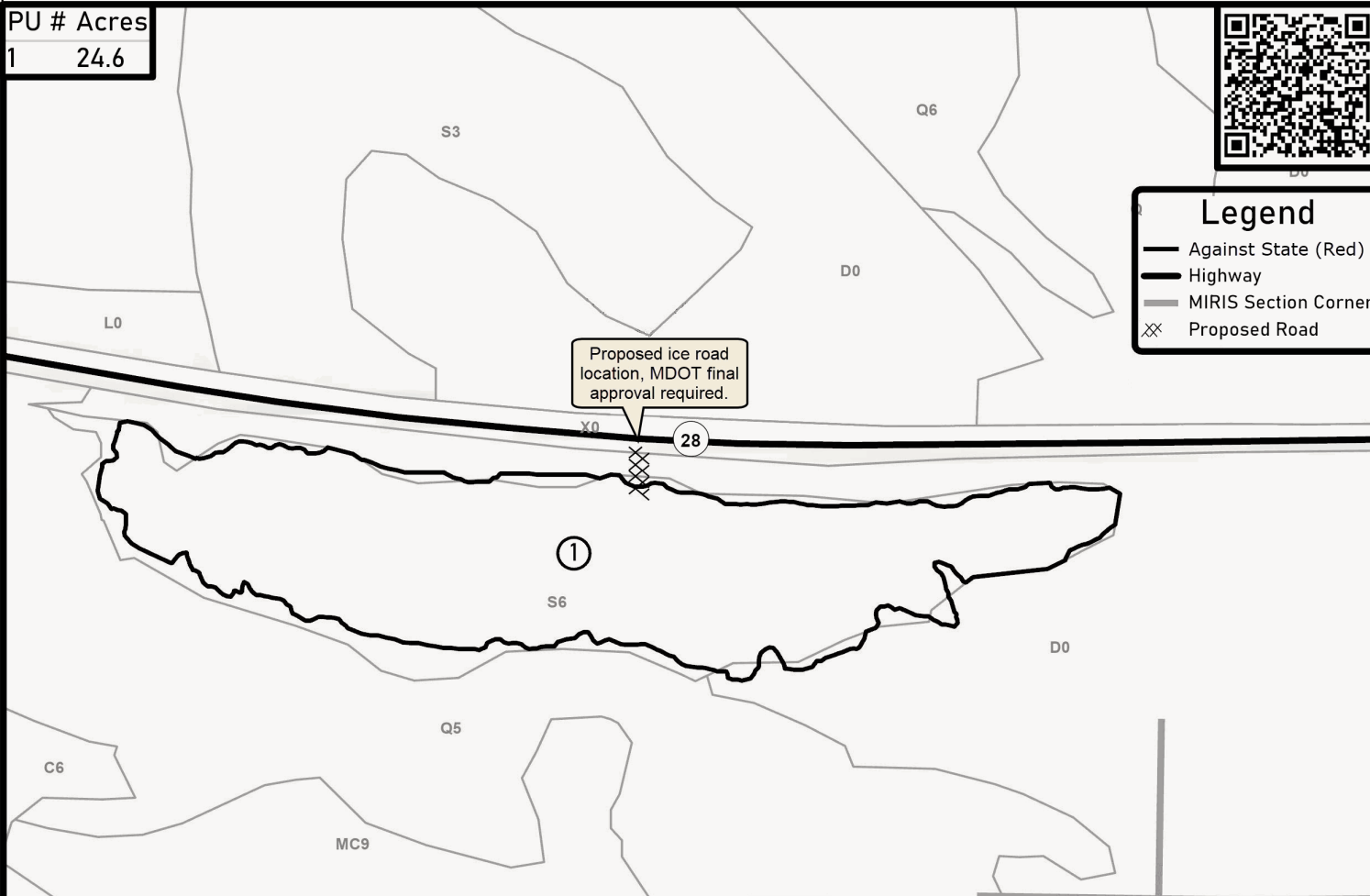
Township	Range	Section(s) and Subdivision(s)	Sec. 31 E1/2SW,S1/2SE;
46N	12W		

Cover Type			
A = Aspen	J = Jack Pine	O = Oak	U = Upland Brush
B = Paper Birch	K = Rock	P = Lowland Poplar	UM = Upland Mix Forest
C = Cedar	L = Lowland Brush	Q = Mixed Swamp Conifer	V = Bog or Marsh
D = Treed Bog	LM = Lowland Mix Forest	R = Red Pine	W = White Pine
E = Swamp Hardwoods	M = Maple, Beech, Birch	S = Black Spruce	X = Non Stocked
F = Spruce/Fir	MC = Mixed Conifer	T = Tamarack	Y = Sand
G = Grass	MD = Mixed Deciduous	Z = Water	
H = Hemlock	N = Marsh		

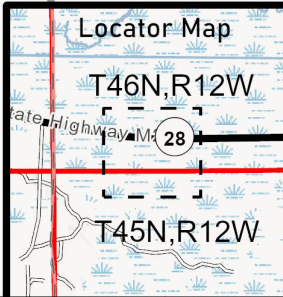
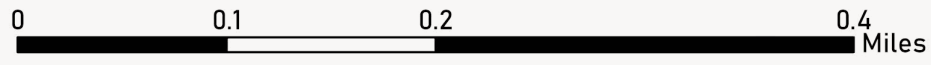
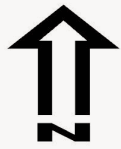
Density	
0 = Non Stocked	5 = Pole Timber Medium
1 = Seedling Sapling Poor	6 = Pole Timber Well
2 = Seedling Sapling Medium	7 = Saw Timber Poor
3 = Seedling Sapling Well	8 = Saw Timber Medium
4 = Pole Timber Poor	9 = Saw Timber Well

**Classe Spruce**  
 Compartment: 42098 Acres: 24.6

PU # Acres
1 24.6



Legend	
	Against State (Red)
	Highway
	MIRIS Section Corner
	Proposed Road





## 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)

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.

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:

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>
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

\* 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 \$979.00 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
<b>TOTAL:</b>	<b>154,598</b>	<b>1,957</b>		<b>1,502</b>	<b>2,412</b>

## 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
48	14.5	1	14.5
54	64.1	1	24.3
54	64.1	2	39.8
65	18.8	3	18.8
<b>TOTAL:</b>	<b>161.5</b>		<b>97.4</b>

**DESCRIPTION OF TIMBER BY PAYMENT UNIT (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		
	<i>Paper Birch</i>		2	<i>Cords</i>		
	<i>Red Maple</i>		259	<i>Cords</i>		
	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		
	<i>Paper Birch</i>		2	<i>Cords</i>		
	<i>Red Maple</i>		110	<i>Cords</i>		
	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		
	<i>Ironwood</i>		1	<i>Cords</i>		
	<i>Paper Birch</i>		3	<i>Cords</i>		
	<i>Red Maple</i>		141	<i>Cords</i>		
	<i>Sugar Maple</i>		1	<i>Cords</i>		
	<i>Yellow Birch</i>		1	<i>Cords</i>		
	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.





**TIMBER SALE MAP**

This information provided by authority of Part 525, 1994 PA 451, as amended.

Sale Number  
42-018-24

Date  
09/30/2024

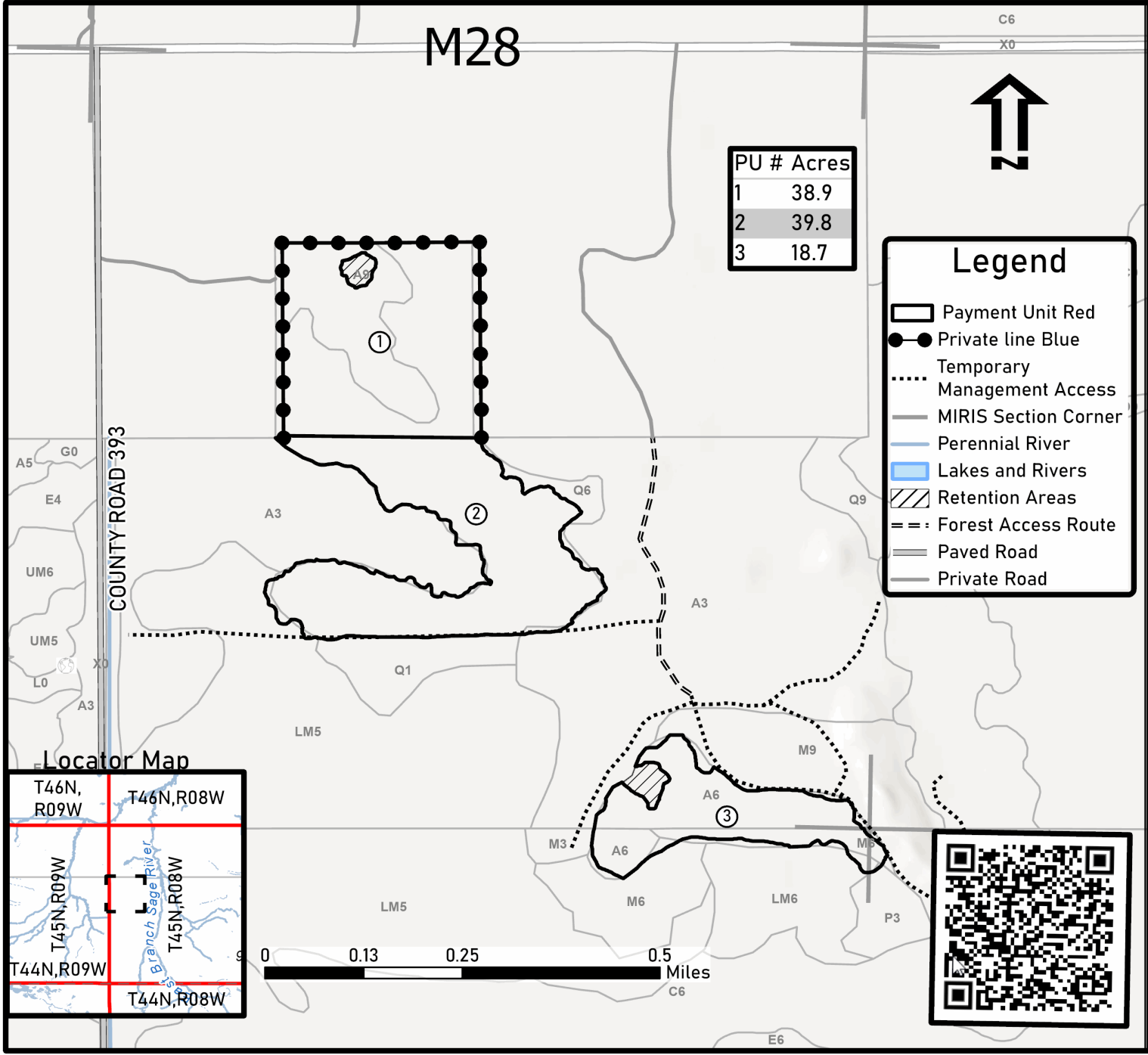
Forest Management Unit <b>Newberry Mgt Unit</b>	County <b>Luce</b>	Mapped By: <b>N Wheeler</b>	Scale <b>1:15,840</b>	Page <b>1</b>	Of <b>1</b>
Township 45N	Range 08W	Section(s) and Subdivision(s) Sec. 18 SENW,N1/2SW,SESW,NWSE,S1/2SE; Sec. 19 N1/2NE; Sec. 20 NWNW;			

Cover Type			
A = Aspen	J = Jack Pine	O = Oak	U = Upland Brush
B = Paper Birch	K = Rock	P = Lowland Poplar	UM = Upland Mix Forest
C = Cedar	L = Lowland Brush	Q = Mixed Swamp Conifer	V = Bog or Marsh
D = Treed Bog	LM = Lowland Mix Forest	R = Red Pine	W = White Pine
E = Swamp Hardwoods	M = Maple, Beech, Birch	S = Black Spruce	X = Non Stocked
F = Spruce/Fir	MC = Mixed Conifer	T = Tamarack	Y = Sand
G = Grass	MD = Mixed Deciduous	Z = Water	
H = Hemlock	N = Marsh		

Density	
0 = Non Stocked	5 = Pole Timber Medium
1 = Seedling Sapling Poor	6 = Pole Timber Well
2 = Seedling Sapling Medium	7 = Saw Timber Poor
3 = Seedling Sapling Well	8 = Saw Timber Medium
4 = Pole Timber Poor	9 = Saw Timber Well

**LLBB**

Compartment: 42128 Acres: 97.4

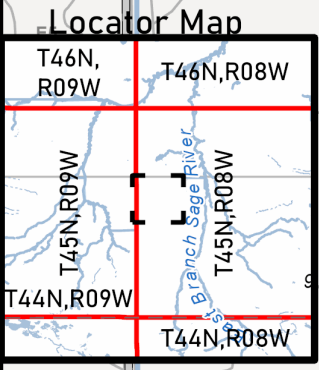


M28

PU #	Acres
1	38.9
2	39.8
3	18.7

**Legend**

- Payment Unit Red
- Private line Blue
- Temporary Management Access
- MIRIS Section Corner
- Perennial River
- Lakes and Rivers
- Retention Areas
- Forest Access Route
- Paved Road
- Private Road





Classe Spruce (42-004-24)  
T46N, R12W, SEC. 31; Luce COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on April 3, 2025, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED VOLUME*</u>	<u>ADVERTISED PRICE</u>	<u>BID PRICE/UNIT</u>
Pulpwood			
Black Spruce	474 Cords	\$ 5.00/Cord	\$ _____
Tamarack	41 Cords	\$ 4.90/Cord	\$ _____
White Pine	28 Cords	\$ 13.55/Cord	\$ _____

\*The volumes are statistically estimated within plus (+) or minus (-) 11.53 percent at 95% confidence level. These estimated volumes 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.

I understand that any or all bids may be rejected. All bids must be signed and all bid items must be bid or the bid form may be rejected. I also understand that consideration and awarding a contract will be based upon my past performance and ability to complete the contract based upon equipment and staffing subject to my control.

FEDERAL ID: \_\_\_\_ - \_\_\_\_ - \_\_\_\_ or SOCIAL SECURITY NUMBER: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

Company or individual bidding: \_\_\_\_\_

Company representative's name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

IF AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.

Individual or company representative's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Phone number : \_\_\_\_\_ Email (optional): \_\_\_\_\_

**THE WINNING BIDDER MUST COMPLETE THE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE (ON REVERSE SIDE IF DOUBLE SIDED) WITHIN 21 DAYS OF SALE AWARD DATE**



FOR DEPARTMENT USE ONLY	
Sale Number (XX - XXX - XX - XX)	
Forest Management Unit:	

# TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

As required by Act 317, P.A. 1969 (Worker's Compensation) and  
Part 5 of Act 451 of 1994, as amended.

## VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

- This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.
- In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract.
- All information must be typed or printed except for written signatures.

Please Check Appropriate Categories:

1. My business is organized as (you **must** check one of the boxes below):
  - A.  Sole Proprietorship (individual)
  - B.  Partnership
  - C.  Corporation
2. You **must** check one of the boxes below:
  - A.  I certify my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.
  - B.  I certify my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).
  - C.  I certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty-one (21) days of the contract award.
3. If you have checked item 2(A) or 2(B), you **must** indicate the number of **both** full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0").

\_\_\_\_\_ Full-time Employees

\_\_\_\_\_ Part-time Employees

Name of Business		Federal ID (or) Social Security No.	
Address		Telephone (       )	
City	State	ZIP	

*I hereby certify that the above information is true and correct. I agree to notify the Michigan DNR of any changes that occur in factors affecting my coverage during any of my present and future operations.*

\_\_\_\_\_  
Signature of Owner or Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Please complete the "SEALED BID" information on the next page

LLBB (42-018-24)

T45N, R08W, SEC. 18; T45N, R08W, SEC. 19; T45N, R08W, SEC. 20; Luce

In response to the notice of sale to be held 3:00 p.m. (local time) on April 3, 2025, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED VOLUME*</u>	<u>ADVERTISED PRICE</u>	<u>BID PRICE/UNIT</u>
<b>Sawtimber</b>			
Red Maple	15.3 MBF	\$ 36.00/MBF	\$ _____
Yellow Birch	0.6 MBF	\$ 50.00/MBF	\$ _____
<b>Pulpwood</b>			
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	\$ _____

\*The volumes are statistically estimated within plus (+) or minus (-) 14.10 percent at 95% confidence level. These estimated volumes 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.

I understand that any or all bids may be rejected. All bids must be signed and all bid items must be bid or the bid form may be rejected. I also understand that consideration and awarding a contract will be based upon my past performance and ability to complete the contract based upon equipment and staffing subject to my control.

FEDERAL ID: \_\_\_\_\_ or SOCIAL SECURITY NUMBER: \_\_\_\_\_

Company or individual bidding: \_\_\_\_\_

Company representative's name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

IF AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.

Individual or company representative's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Phone number : \_\_\_\_\_ Email (optional): \_\_\_\_\_

**THE WINNING BIDDER MUST COMPLETE THE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE (ON REVERSE SIDE IF DOUBLE SIDED) WITHIN 21 DAYS OF SALE AWARD DATE**



<b>FOR DEPARTMENT USE ONLY</b>
Sale Number (XX - XXX - XX - XX)
Forest Management Unit:

## TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

*As required by Act 317, P.A. 1969 (Worker's Compensation) and  
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\_\_\_\_\_ Full-time Employees

\_\_\_\_\_ Part-time Employees

Name of Business		Federal ID (or) Social Security No.	
Address		Telephone (       )	
City	State	ZIP	

*I hereby certify that the above information is true and correct. I agree to notify the Michigan DNR of any changes that occur in factors affecting my coverage during any of my present and future operations.*

\_\_\_\_\_  
Signature of Owner or Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Please complete the "SEALED BID" information on the next page**