

# DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN <u>TIMBER SALE PROSPECTUS #7219</u>

# SCHEDULED SALE DATE AND TIME: 3:00 p.m. (local time) on May 18, 2023. LOCATION: NEWBERRY MGMT UNIT, PO BOX 428, 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:

Lone Pine Hardwoods (42-035-22) / T49N, R09W, SEC. 31, SENW,NE,SE. T49N, R09W, SEC. 32, SWNW,NWSW. T49N, R10W, SEC. 25, S1/2NE,E1/2SW,N1/2SE,SWSE. T49N, R10W, SEC. 36, N1/2NE. Luce County, Advertised Price \$162,462.95, 221.5 Acres, Hardwood, Jack Pine. SALE NOTE: Road maintenance is required on this sale. See Sale Spec 4.2.3 for details.

Within Payment Unit(s) #'s 6, 7, 8, 9, 10, 11 and 12, harvesting is not permitted during the period of April 15 to July 15 because of bark slippage.

# TIMBER SALE INFORMATION

#### Lone Pine Hardwoods (42-035-22)

T49N, R09W, SEC. 31; T49N, R09W, SEC. 32; T49N, R10W, SEC. 25; T49N, R10W, SEC. 36. Luce County (Advertised Price \$162,462.95)

SALE NOTE: Road maintenance is required on this sale. See Sale Spec 4.2.3 for details.

Within Payment Unit(s) #'s 6, 7, 8, 9, 10, 11 and 12, harvesting is not permitted during the period of April 15 to July 15 because of bark slippage.

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*		ADV	ERTISED PRICE
Sawtimber				
Red Maple	379.4	MBF	\$	114.00 / MBF
Sugar Maple	80.8	MBF	\$	301.00 / MBF
Yellow Birch	18.7	MBF	\$	143.00 / MBF
Pulpwood				
Balsam Fir	860	Cords	\$	10.75 / Cord
Jack Pine	1,178	Cords	\$	26.00 / Cord
Mixed Aspen	599	Cords	\$	27.45 / Cord
Mixed Hardwood	1,740	Cords	\$	14.90 / Cord
Red Pine	132	Cords	\$	64.35 / Cord
White Pine	74	Cords	\$	19.00 / Cord
White Spruce	6	Cords	\$	12.45 / Cord

\* The total volume is statistically estimated within plus (+) or minus (-) 8.23 percent. There are an estimated 5,826 cords on this timber sale, plus or minus 480 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 \$8,123.15 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	4.5%
02	8.5%
03	2.2%
04	4.0%
05	13.3%
06	12.7%
07	9.2%
08	3.3%
09	2.6%
10	14.7%
11	14.1%
12	10.9%

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.

VOL	UME		STATISTICAL RANGE IN CORDS	
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM MAXIMUM	
460,219	5,826	8.23%	5,346	6,305

### **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
36	53,356	675	21.38%	531	820
43	11,217	142	42.71%	81	203
48	6,532	83	70.40%	24	141
49	19,583	248	19.08%	201	295
53	61,193	775	19.95%	620	929
55	308,338	3,903	12.01%	3,434	4,372
TOTAL:	460,219	5,826		4,892	6,759

### 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
36	26.2	1	9.1
		2	17.1
43	6.8	3	6.8
48	6.4	9	6.4
49	9.2	4	9.2
53	26.6	5	26.6
55	146.3	6	28.5
		7	20.8
		8	7.4
		10	33.1
		11	31.9
		12	24.6
TOTAL:	221.5		221.5

# DESCRIPTION OF TIMBER BY PU (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Jack Pine	Pulpwood	33	Cords	9.1	\$7,293.60
	Jack Pine		33	Cords		
	Mixed Aspen		143	Cords		
	Quaking Aspen		143	Cords		
	Mixed Hardwood		3	Cords		
	Red Maple		3	Cords		
	Red Pine		33	Cords		
	Red Pine		33	Cords		
	White Pine		18	Cords		
2	Jack Pine	Pulpwood	61	Cords	17.1	\$13,804.85
-	Jack Pine		61	Cords		¢10,001.00
	Mixed Aspen		269	Cords		
	Quaking Aspen		269	Cords		
	Mixed Hardwood		6	Cords		
	Red Maple		6	Cords		
	Red Pine		64	Cords		
			-			
	Red Pine		64	Cords		
	White Pine		33	Cords		<u> </u>
3	Balsam Fir	Pulpwood	12	Cords	6.8	\$3,595.30
	Mixed Aspen		87	Cords		
	B. T. Aspen		87	Cords		
	Mixed Hardwood		7	Cords		
	Red Maple		7	Cords		
	Red Pine		11	Cords		
	Red Pine		11	Cords		
	White Pine		14	Cords		
4	Balsam Fir	Pulpwood	4	Cords	9.2	\$6,497.70
	Jack Pine		241	Cords		
	Jack Pine		241	Cords		
	White Pine		6	Cords		
	White Spruce		6	Cords		
5	Jack Pine	Pulpwood	826	Cords	26.6	\$21,637.30
-	Jack Pine		826	Cords		, ,
	Mixed Hardwood		7	Cords		
	Red Maple		7	Cords		
	White Pine		3	Cords		
6	Red Maple	Sawtimber	72.9	MBF	28.5	\$20,604.45
0		Sawtimber	13.9	MBF	20.5	φ20,004.45
	Sugar Maple Yellow Birch		3.6	MBF		
		Dulpwood				
	Balsam Fir	Pulpwood	164	Cords		
	Jack Pine		4	Cords		
	Jack Pine	Sawtimber	0.9	MBF		
	Jack Pine	Pulpwood	2	Cords		
	Mixed Aspen		20	Cords		
	B. T. Aspen		3	Cords		
	Quaking Aspen		17	Cords		
	Mixed Hardwood		326	Cords		
	Beech		5.0	MBF		
	Beech	Pulpwood	14	Cords		
	Paper Birch		6	Cords		
	Red Maple		231	Cords		
	Sugar Maple		37	Cords		
	Yellow Birch		28	Cords		
	Red Pine		5	Cords		
	Red Pine	Sawtimber	2.4	MBF		
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# DESCRIPTION OF TIMBER BY PU (PU), CON'T

PUMARKET GROUPPRODUCTQUANTITYUNITACRES7Red MapleSawtimber53.2MBF20.8	ADVERTISE PRICE \$14,930.90
	ψ1-,300.30
Sugar Maple 10.1 MBF	
Yellow Birch 2.7 MBF	
Balsam Fir Pulpwood 119 Cords	
Jack Pine 2 Cords	
Jack Pine Sawtimber 0.7 MBF	
Jack Pine Pulpwood 1 Cords	
Mixed Aspen 14 Cords	
B. T. Aspen 2 Cords	
Quaking Aspen 12 Cords	
Mixed Hardwood 237 Cords	
Beech Sawtimber 3.6 MBF	
Beech Pulpwood 11 Cords	
Paper Birch 4 Cords	
Red Maple 168 Cords	
Sugar Maple 27 Cords	
Yellow Birch 20 Cords	
Red Pine 3 Cords	
Red Pine Sawtimber 1.7 MBF	
8 Red Maple Sawtimber 18.9 MBF 7.4	\$5,286.50
Sugar Maple   3.6   MBF	\$0,200.00
Yellow Birch 0.9 MBF	
Balsam Fir Pulpwood 42 Cords	
Mixed Aspen 5 Cords	
B. T. Aspen 1 Cords	
Quaking Aspen 4 Cords	
Mixed Hardwood 85 Cords	
Beech Pulpwood 4 Cords	
Paper Birch 1 Cords	
Red Maple 60 Cords	
Sugar Maple 10 Cords	
Yellow Birch 7 Cords	
Red Pine 1 Cords	
Red Pine       Sawtimber       0.6       MBF	
9Red MapleSawtimber5.4MBF6.4	\$4,233.90
Sugar Maple 9.7 MBF	
Balsam Fir Pulpwood 4 Cords	
Mixed Hardwood 44 Cords	
Red Maple 15 Cords	
Sugar Maple       29       Cords	
10       Red Maple       Sawtimber       84.6       MBF       33.1	\$23,850.00
Sugar Maple 16.0 MBF	
Yellow Birch 4.3 MBF	
Balsam Fir Pulpwood 191 Cords	
Jack Pine 4 Cords	
Jack Pine Sawtimber 1.0 MBF	
Jack Pine Pulpwood 2 Cords	
Mixed Aspen 22 Cords	
B. T. Aspen 3 Cords	
Quaking Aspen 19 Cords	
Mixed Hardwood 382 Cords	
Beech Sawtimber 5.8 MBF	
Beech Pulpwood 17 Cords	
Paper Birch 7 Cords	

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
10 con't	Red Maple	Pulpwood	269	Cords		
	Sugar Maple		43	Cords		
	Yellow Birch		34	Cords		
	Red Pine		5	Cords		
	Red Pine	Sawtimber	2.7	MBF		
11	Red Maple	Sawtimber	81.5	MBF	31.9	\$22,948.40
	Sugar Maple		15.5	MBF		
	Yellow Birch		4.1	MBF		
	Balsam Fir	Pulpwood	183	Cords		
	Jack Pine		4	Cords		
	Jack Pine	Sawtimber	1.0	MBF		
	Jack Pine	Pulpwood	2	Cords		
	Mixed Aspen		22	Cords		
	B. T. Aspen		3	Cords		
	, Quaking Aspen		19	Cords		
	Mixed Hardwood		363	Cords		
	Beech	Sawtimber	5.6	MBF		
	Beech	Pulpwood	16	Cords		
	Paper Birch		6	Cords		
	Red Maple		258	Cords		
	Sugar Maple		41	Cords		
	Yellow Birch		31	Cords		
	Red Pine		5	Cords		
	Red Pine	Sawtimber	2.7	MBF		
12	Red Maple	Sawtimber	62.9	MBF	24.6	\$17,730.60
	Sugar Maple		12.0	MBF		
	Yellow Birch		3.1	MBF		
	Balsam Fir	Pulpwood	141	Cords		
	Jack Pine		3	Cords		
	Jack Pine	Sawtimber	0.8	MBF		
	Jack Pine	Pulpwood	1	Cords		
	Mixed Aspen	,	17	Cords		
	B. T. Aspen		3	Cords		
	Quaking Aspen		14	Cords		
	Mixed Hardwood		281	Cords		
	Beech	Sawtimber	4.3	MBF		
	Beech	Pulpwood	12	Cords		
	Paper Birch		5	Cords		
	Red Maple		199	Cords		
	Sugar Maple		32	Cords		
	Yellow Birch		24	Cords		
	Red Pine		4	Cords		
	Red Pine	Sawtimber	2.1	MBF		
		TOTAL:	478.9	MBF		

# Sale Specific Conditions & Requirements

### Sale Name: Lone Pine Hardwoods

Sale Number: 42-035-22 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 & red paint.

Between Unit 5 & 12, 5 & 8 the unit line is double sided red. Between Unit 4 & 6, 4 & 7 the unit line is double sided red.

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. 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

2.1.1 - Clearcut unit(s) with unmerchantable trees (6/14)

Within Payment Unit(s) #'s 1-5, cut all trees that are two (2) inches or more at DBH. Within Units 1-3 leave red and white pine over 20".

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

Within Payment Unit(s) #9, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

#### 2.1.7 - Leave tree marked unit(s) (6/14)

Within Payment Unit(s) #s 6-8, 10-12, all trees, which meet minimum piece specifications in 2.2 Utilization, are designated for cutting except all hemlock, spruce, & white pine and trees marked with green paint above and below stump height.

## 2.2 - Utilization

2.2.3 - Stump heights (4/07) Stump heights within Payment Unit(s) #'s 1-5 shall not exceed 6 inches for all trees.

#### 3 - Payments

## 3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (7/14)

Payment Unit(s) #'s 5 & 6, 10-12 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.

## 4 - Transportation

## 4.1 - Construction

# 4.1.4 - Timber removed for construction (12/09)

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 the specified Purchase Unit Price.

# 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, or be chipped, utilized or otherwise removed from the sale. 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. All new roads built into the sale must be blocked to vehicle traffic within 30 days of completion of hauling. 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. Stumps and brush must be placed along the remainder of the trail. These roads must be rendered impassable to cars and trucks. 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.

# 4.2 - 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. The access roads to this sale are sandy and will require routine maintenance.

# 4.2.3 - Road maintenance (8/13)

The following road maintenance is required: Within 30 days of completion of hauling, or if no hauling occurs for 30 days, the road must be maintained and graded. This includes cleaning of drainage areas, grading, crowning and filling with gravel, if necessary. Damages will be assessed if grading/repair does not occur.

# 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 bull dozer 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

5.2.1.8 - Slash height (12/08)No slash or tree tops may exceed 24 inches in height.

5.2.1.11 - Slash for reforestation (3/21)

To facilitate reforestation, the Sale Area or Payment Unit(s) # 1-5 shall be left with slash evenly distributed. Bunched tops within the cutting area shall be broken up and scattered. Stumps shall be cut low to the ground. Processing sites shall not be left with a compacted layer of slash; tops from these sites shall be hauled back into the cut area and scattered.

## 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) #'s 6-11, & 12, unless changed by written agreement, cutting and skidding are not permitted during the period of April 15 to July 15. This restriction is because of bark slippage.

### 5.2.3.6 - Bark beetle restriction (12/08)

In the event drought creates a high risk of pine bark beetle infestation, pine is not to be cut during the period March 1 through July 1, unless all portions of trees greater than two inches in diameter are removed from the sale area, reduced to chips, or treated to the satisfaction of the Unit Manager or his/her representative, within fifteen days of being severed from the stump. Pine log decks, pulpwood piles and treetops that are piled for chipping in the fall or winter within a 1/4 mile of susceptible sites must be removed before March 15. Residual slash must not be placed in piles or rows and must be spread over the site for quick drying. The Department of Natural Resources will exercise this specification if the risk of damage warrants.

### 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 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.

#### 5.8 - 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 Chris Brown Lake & The Shamrock 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.

## 7 - Other Conditions

7.3 - Contract Modifications

7.3.3 - Modification for reforestation (8/05)

When contractual work of Purchaser has been accepted for any Payment Unit identified on Sale Area Map, Payment Unit will be eliminated from the Sale Area on written notice so that reforestation operations can begin.

