

DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN <u>TIMBER SALE PROSPECTUS #7613</u>

<u>SCHEDULED SALE DATE AND TIME:</u> 3:00 p.m. (local time) on May 15, 2025. <u>LOCATION:</u> 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:

Porky Attack Lowlands (42-010-24) / T45N, R11W, SEC. 22, S1/2SW. T45N, R11W, SEC. 27, N1/2NW,SENW,NWNE,S1/2NE,SESE. Luce County, Advertised Price \$23,018.80, 80.1 Acres, N White Cedar, Spruce/Fir/Tamarack. SALE NOTE: Within Payment Units 1-4, harvesting is limited to the period of December 31 to March 31 because of wet soils.

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 specific information.

Trail 45 is a snowmobile trail and is shown on the Timber Sale Map. See Sale Spec 5.2.41 for restrictions.

If Payment Unit 1 cannot be harvested, the Purchaser can opt to drop the Payment Unit from the sale. This will be done with a Timber Sale Contract Amendment.

A recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Certain restrictions/specifications may be applicable including time restrictions.

TIMBER SALE INFORMATION

Porky Attack Lowlands (42-010-24) T45N, R11W, SEC. 22; T45N, R11W, SEC. 27. Luce County (Advertised Price \$23,018.80)

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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*		<u>ADV</u>	ADVERTISED PRICE	
Sawtimber					
Paper Birch	5.7	MBF	\$	35.00 / MBF	
Pulpwood					
Balsam Fir	526	Cords	\$	7.55 / Cord	
Black Spruce	341	Cords	\$	4.70 / Cord	
Mixed Aspen	335	Cords	\$	22.65 / Cord	
Mixed Hardwood	539	Cords	\$	9.40 / Cord	
N. White Cedar	1,005	Cords	\$	4.55 / Cord	
Tamarack	4	Cords	\$	4.55 / Cord	

* The total volume is statistically estimated within plus (+) or minus (-) 14.60 percent. There are an estimated 2,770 cords on this timber sale, plus or minus 405 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 \$1,150.94 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	9.0%
02	29.4%
03	44.1%
04	17 5%

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
218,859	2,770	14.60%	2,366	3,175

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
26	170,470	2,158	17.33%	1,784	2,532
28	22,522	285	46.98%	151	419
45	25,868	327	28.47%	234	421
TOTAL:	218,859	2,770		2,169	3,371

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
26	49.9	2	20.0
26	49.9	3	29.9
28	20.8	1	20.8
45	9.4	4	9.4
TOTAL:	130.0		80.1

DESCRIPTION OF TIMBER BY PU (PU)

-				1		
PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Balsam Fir	Pulpwood	8	Cords	20.8	\$2,073.80
	Black Spruce	1	182	Cords		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
	Mixed Aspen		20	Cords		
	Quaking Aspen		20	Cords		
	Mixed Hardwood		75	Cords		
	Black Cherry		3	Cords		
	Paper Birch		15	Cords		
	Red Maple		45	Cords		
	White Ash		12	Cords		
2	Paper Birch	Sawtimber	0.4	MBF	20.0	\$6,777.05
2	Balsam Fir	Pulpwood	0.4 164	Cords	20.0	φ0,777.00
	Black Spruce	Fulpwood	55	Cords		
	-		55 87	Cords		
	Mixed Aspen		87	Cords		
	Quaking Aspen					
	Mixed Hardwood	Ormetingham	157	Cords		
	Black Cherry	Sawtimber	0.3	MBF		
	Black Cherry	Pulpwood	14	Cords		
	Paper Birch		74	Cords		
	Red Maple		59	Cords		
	White Ash		2	Cords		
	Yellow Birch		7	Cords		
	N. White Cedar		400	Cords		
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3	Paper Birch	Sawtimber	0.7	MBF	29.9	\$10,148.15
	Balsam Fir	Pulpwood	245	Cords		
	Black Spruce		83	Cords		
	Mixed Aspen		130	Cords		
	Quaking Aspen		130	Cords		
	Mixed Hardwood		236	Cords		
	Black Cherry	Sawtimber	0.5	MBF		
	Black Cherry	Pulpwood	22	Cords		
	Paper Birch		111	Cords		
	Red Maple		89	Cords		
	White Ash		2	Cords		
	Yellow Birch		11	Cords		
	N. White Cedar		598	Cords		
	N. White Cedar		598	Cords		
4	Paper Birch	Sawtimber	4.6	MBF	9.4	\$4,019.80
	Balsam Fir	Pulpwood	109	Cords		
	Black Spruce		21	Cords		
	Mixed Aspen		98	Cords		
	B. T. Aspen		98	Cords		
	Mixed Hardwood		71	Cords		
	Red Maple	Sawtimber	2.7	MBF		
	Paper Birch	Pulpwood	22	Cords		
	Red Maple		44	Cords		
	N. White Cedar		7	Cords		
	N. White Cedar	Sawtimber	0.5	MBF		
	N. White Cedar	Pulpwood	6	Cords		
	Tamarack		4	Cords		
		TOTAL:	5.7	MBF		
		TOTAL:	2,750	Cords		

Sale Specific Conditions & Requirements

Sale Name: Porky Attack Lowlands

Sale Number: 42-010-24 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 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) 1-4, cut all trees which meet minimum piece specifications in 2.2 Utilization, except do not cut white pine or hemlock. In addition, within Payment Units 1-4, do not cut any trees that are 26 inches or more at DBH.

Furthermore, within Payment Unit 1, do not cut any cedar. If Payment Unit 1 cannot be harvested due to the amount of cedar, the Purchaser can opt to drop the Payment Unit from the sale via Timber Sale Contract Amendment.

2.2 - Utilization

2.2.9 - No Chipping Permitted (12/08)

Within Payment Unit(s) 1-4, all wood must be removed by whole tree, tree segment, or roundwood. No chipping is permitted due to proximity to deer yard and the need to use the brush for operability in lowland soil types.

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, 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. All stumps from road building and landing construction must be reserved to block any newly constructed roads upon completion of the sale. These stumps must be scattered along the road system to prohibit vehicular movement. 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 spring breakup.

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.

4.2.3 - Road maintenance (8/13)

The following road maintenance may be needed: within 60 days of completion of hauling, or if no hauling occurs for 60 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.

4.2.5 - 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

5.2.2 - 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) 1-4, unless changed by written agreement, cutting, skidding, and hauling are limited to the period of December 31 to March 31. This restriction is because of wet soils.

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. 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.

5.2.32 - 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.

5.2.41 - Snowmobile Trail Protection (9/11)

Trail 45 is a snowmobile trail and is shown on the Timber Sale Map. Do not cut or damage posts with orange trail markers or traffic control signs. If the trail road is to be used for hauling during the snowmobile season, then a snow-covered base must be left on the trail.

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.

5.4.5 - Soil Caution (11/04) Care must be taken to minimize soil damage due to 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.

6 - Safety and Fire Prevention

6.2 - Signing

6.2.2 - Snowmobile Trail Posting (10/20)

The Purchaser is responsible for posting and maintaining caution signs on Snowmobile Trail 45 prior to beginning operations during the snowmobile season (approximately December 1 to March 31). The trail 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 DNR 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.

