

# DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN <u>TIMBER SALE PROSPECTUS #7612</u>

# <u>SCHEDULED SALE DATE AND TIME:</u> 3:00 p.m. (local time) on May 8, 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:

Summer Student Surprise (42-013-24) / T45N, R09W, SEC. 34, SENE, SE.

T45N, R09W, SEC. 35, S1/2NW,SW,W1/2SE.

Luce County, Advertised Price \$82,242.25, 221.1 Acres, Red Pine, Spruce/Fir/Tamarack. SALE NOTE: The following road maintenance may be needed: filling holes (if they develop) with suitable gravel material.

It is recommended, but not required, that within Payment Unit(s) 6, cutting and skidding occur during dry summer or frozen winter conditions because of wet soil conditions.

The McLeod and motorcycle trail are ORV trails and are shown on the Timber Sale Map. See Sale Spec 5.2.39 for additional information.

No harvesting operations, including skidding and felling, are to take place within the vernal pond areas or drainages. See Sale Spec 5.4.6 for specific information.

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

### Summer Student Surprise (42-013-24) T45N, R09W, SEC. 34; T45N, R09W, SEC. 35. Luce County (Advertised Price \$82,242.25)

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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	
Pulpwood					
Balsam Fir	30	Cords	\$	8.00 / Cord	
Jack Pine	41	Cords	\$	17.80 / Cord	
Mixed Aspen	37	Cords	\$	23.30 / Cord	
Mixed Hardwood	51	Cords	\$	9.75 / Cord	
Mixed Spruce	221	Cords	\$	5.00 / Cord	
Red Pine	1,832	Cords	\$	42.20 / Cord	
Tamarack	7	Cords	\$	4.90 / Cord	
White Pine	108	Cords	\$	13.55 / Cord	

\* The total volume is statistically estimated within plus (+) or minus (-) 10.73 percent. There are an estimated 2,329 cords on this timber sale, plus or minus 250 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 \$4,112.11 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	26.0%
02	11.0%
03	8.4%
04	15.6%
05	2.7%
06	5.8%
07	11.5%
08	10.5%
09	8.5%

4. If no cutting takes place, the 10% down payment will not be refunded.

5. Operations on the contract issued will terminate on 12/31/2028.

### 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 R	ANGE IN CORDS
TOTAL CUBIC FEE	T TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
184,019	2,329	10.73%	2,079	2,579

#### **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
27	96,821	1,226	15.50%	1,036	1,416
45	4,200	53	31.71%	36	70
53	31,830	403	30.00%	282	524
54	46,854	593	18.78%	482	704
59	4,314	55	38.62%	34	76
TOTAL:	184,019	2,329		1,869	2,790

#### 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
27	116.2	1	49.7
27	116.2	2	21.0
27	116.2	3	15.9
27	116.2	4	29.6
45	5.8	5	5.8
53	17.8	6	17.8
54	76.3	7	28.8
54	76.3	8	26.2
54	76.3	9	21.3
59	5.0	6	5.0
TOTAL:	722.3		221.1

# DESCRIPTION OF TIMBER BY PU (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Jack Pine	Pulpwood	18	Cords	49.7	\$21,444.80
	Mixed Aspen		2	Cords		
	B. T. Aspen		2	Cords		
	Mixed Spruce		4	Cords		
	Black Spruce		4	Cords		
	Red Pine		499	Cords		
2	Jack Pine	Pulpwood	7	Cords	21.0	\$9,062.10
	Mixed Aspen		1	Cords		
	B. T. Aspen		1	Cords		
	Mixed Spruce		2	Cords		
	Black Spruce		2	Cords		
	Red Pine		211	Cords		
3	Jack Pine	Pulpwood	6	Cords	15.9	\$6,887.10
	Mixed Aspen		1	Cords		
	B. T. Aspen		1	Cords		
	Mixed Spruce		1	Cords		
	Black Spruce		1	Cords		
	Red Pine		160	Cords		
4	Jack Pine	Pulpwood	10	Cords	29.6	\$12,791.90
	Mixed Aspen		1	Cords		
	B. T. Aspen		1	Cords		
	Mixed Spruce		3	Cords		
	Black Spruce		3	Cords		
	Red Pine		298	Cords		
5	Red Pine	Pulpwood	53	Cords	5.8	\$2,236.60
6	Balsam Fir	Pulpwood	30	Cords	22.8	\$4,752.95
	Mixed Aspen		32	Cords		
	B. T. Aspen		2	Cords		
	Quaking Aspen		30	Cords		
	Mixed Hardwood		51	Cords		
	Black Cherry		15	Cords		
	Paper Birch		8	Cords		
	Red Maple		28	Cords		
	Mixed Spruce		211	Cords		
	Black Spruce		123	Cords		
	White Spruce		88	Cords		
	Red Pine		17	Cords		
	Tamarack		7	Cords		
	White Pine		108	Cords		
7	Red Pine	Pulpwood	224	Cords	28.8	\$9,452.80
8	Red Pine	Pulpwood	204	Cords	26.2	\$8,608.80
9	Red Pine	Pulpwood	166	Cords	21.3	\$7,005.20

## Sale Specific Conditions & Requirements

#### Sale Name: Summer Student Surprise

Sale Number: 42-013-24 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. 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

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

Within Payment Unit(s) 6, cut all trees which meet minimum piece specifications in 2.2 Utilization except cedar and hemlock. Special protection trees identified in accordance with condition 3.4.2, within clearcutting unit boundaries, are not Included Timber and are to be protected. Special protection areas identified in accordance with condition 3.4.3, within clearcutting unit boundaries, are not Included Timber and are to be protected.

### 2.1.3 - Cut Tree Marked Unit(s) (12/08)

Within Payment Unit(s) 1-5 and 7-9, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

#### 2.2 - Utilization

2.2.3 - Stump heights (4/07)Stump heights within the Sale Area Payment Units 1 - 9 shall not exceed 6 inches for all trees.

2.2.3 - Stump Heights (12/24)Stump heights within shall not exceed

### 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. Only one division may be made per Payment Unit.

#### 3.4 - Damaged Timber

### 3.4.2 - Special Protection Trees (4/14)

The Purchaser shall not cut live or dead special protection trees within cutting units or clearings. Special protection trees are cedar and hemlock within Payment Unit 6. If the Purchaser's operations have cut or damaged special protection trees through carelessness, the Purchaser shall pay double stumpage as fixed, agreed and liquidated damages for each special protection tree cut or damaged. Such payment does not constitute ownership of the undesignated timber.

### 3.4.3 - Special Protection Areas (8/11)

The Purchaser shall protect special protection areas from damage by the Purchaser's operations. Special protection areas are marked with a red boundary line in Unit 9. The Purchaser shall not cut live or dead trees within the special protection area. If the Purchaser's operations have cut or damaged special protection areas through carelessness, the Purchaser shall pay double stumpage as fixed, agreed and liquidated damages for each acre or part thereof cut or damaged. Such payment does not constitute ownership of the undesignated timber.

## 4 - Transportation

### 4.1 - Construction

4.1.12 - No New Roads (1/12)

No new roads will be permitted in any Payment Unit. All operations are limited to existing roads. Skid trails only will be allowed.

## 4.2 - Maintenance

4.2.3 - Road maintenance (8/13)

The following road maintenance may be needed: filling holes (if they develop) with suitable gravel material.

4.2.4 - Grading (10/16)

For completion of the sale, state forest roads may need to be graded. In general, this will require a road grader or bulldozer 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
  - 5.2.2 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

### 5.2.3.6 - 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.

# 5.2.3.6 - Bark Beetle Restriction (1/25)

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 (2) 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 15 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.

### 5.2.22 - Operating Caution

# 5.2.22.1 - Operating Caution (6/11)

It is recommended, but not required, that within Payment Unit(s) 6, cutting and skidding occur during dry summer or frozen winter conditions. The reason for the recommendation is because of wet 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. 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.

## 5.2.39 - ORV Trail/Route Protection (4/18)

The McLeod and motorcycle trail are ORV trails and are shown on the Timber Sale Map. Do not cut trees or damage posts with yellow ORV markers. All stumps within five (5) feet of the trail must be cut flush with the ground. Maintain a 20-foot-wide slash, debris, and rut free zone daily using the ORV trails or route as the centerline. Crossing the motorcycle trail is permitted, but driving down the trail is prohibited.

### 5.2.41 - Snowmobile Trail Protection (9/11)

McLeod Road 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 is used, it must be maintained and restored to a condition equal to or better than before the sale. 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. No decking of forest products will be permitted along the snowmobile trail.

### 5.4 - Soil Protection

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

No harvesting operations, including skidding and felling, are to take place within the vernal pond areas or drainages. When harvesting occurs, there should be no disturbance to the vernal pond depression. All equipment, trees and tops should be kept out of this area. Within 100 feet of the pond, equipment should only be used when the soil is in a dry or frozen condition. 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

### 6.2.2 - Snowmobile Trail Posting (10/20)

The Purchaser is responsible for posting and maintaining caution signs on the snowmobile trail 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 Purchaser will provide these signs.

### 6.2.3 - Recreational Trail Posting (10/20)

The Purchaser is responsible for posting and maintaining caution signs on the snowmobile trail prior to beginning operations. The trail must be posted at appropriate distances from the Sale Area to warn of logging activity and truck traffic at both ends of the trail. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

