



**DEPARTMENT OF NATURAL RESOURCES  
STATE OF MICHIGAN  
TIMBER SALE PROSPECTUS #7332**

**SCHEDULED SALE DATE AND TIME: 9:00 a.m. (local time) on October 19, 2023.**

**LOCATION: PIGEON RIVER COUNTRY MGMT UNIT, PO BOX 456, 9966 TWIN LAKES ROAD, VANDERBILT, MI**

**CONTACT NAME: Mark Monroe**

**PHONE NUMBER: (989) 983-4101**

**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, PIGEON RIVER COUNTRY MANAGEMENT UNIT, for certain timber on the following described lands:

Nighthawk Oak (53-008-23) / T32N, R01E, SEC. 18, E1/2SW, W1/2SE.

T32N, R01E, SEC. 19, NENW.

Montmorency County, Advertised Price \$20,810.50, 49.1 Acres, Hardwood, Red Pine.

# TIMBER SALE INFORMATION

Nighthawk Oak (53-008-23)  
T32N, R01E, SEC. 18; T32N, R01E, SEC. 19.  
Montmorency County (Advertised Price \$20,810.50)

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	6.6 MBF	\$ 36.00 / MBF
Red Oak	38.2 MBF	\$ 110.00 / MBF
Red Pine	30.6 MBF	\$ 86.00 / MBF
White Oak	8.4 MBF	\$ 54.00 / MBF
White Pine	7.7 MBF	\$ 68.00 / MBF
Pulpwood		
Jack Pine	2 Cords	\$ 7.60 / Cord
Mixed Aspen	102 Cords	\$ 15.40 / Cord
Mixed Oak	72 Cords	\$ 27.00 / Cord
Red Maple	129 Cords	\$ 13.00 / Cord
Red Pine	174 Cords	\$ 39.60 / Cord
White Pine	46 Cords	\$ 14.45 / Cord

\* The total volume is statistically estimated within plus (+) or minus (-) 28.89 percent. There are an estimated 776 cords on this timber sale, plus or minus 224 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 \$2,081.05 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 10% down payment will be credited towards the first unit cut.
  - 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	91.0%
02	9.0%
- If no cutting takes place, the 10% down payment will not be refunded.
- Operations on the contract issued will terminate on 06/30/2027.

## **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
61,282	776	28.89%	552	1,000

## 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
18	45,653	578	28.08%	416	740
25	8,292	105	40.33%	63	147
101	7,337	93	598.99%	0	649
<b>TOTAL:</b>	<b>61,282</b>	<b>776</b>		<b>478</b>	<b>1,537</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
18	29.4	1	29.4
25	18.1	1	2.2
		2	15.9
101	1.6	1	1.6
<b>TOTAL:</b>	<b>49.1</b>		<b>49.1</b>

## DESCRIPTION OF TIMBER BY PU (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
	Red Maple	Sawtimber	5.0	MBF		
	Red Oak		36.0	MBF		
	Red Pine		30.6	MBF		
	White Oak		3.4	MBF		
	White Pine		4.4	MBF		
	Jack Pine	Pulpwood	2	Cords		
	Mixed Aspen		99	Cords		
	Red Oak		39	Cords		
	White Oak		8	Cords		
	Red Maple		120	Cords		
	Red Pine	Sawtimber	174	Cords		
	White Pine		30	Cords		
	Red Maple		1.6	MBF		
	Red Oak		2.2	MBF		
	White Oak		5.0	MBF		
	White Pine	Pulpwood	3.3	MBF		
	Mixed Aspen		4	Cords		
	Red Oak		6	Cords		
	White Oak		19	Cords		
	Red Maple		9	Cords		
	White Pine		16	Cords		
	Mixed Oak	Pulpwood	47	Cords	33.2	
2	Mixed Oak	Pulpwood	25	Cords	15.9	\$1,878.80
<b>TOTAL:</b>			91.5	MBF		
<b>TOTAL:</b>			526	Cords		

## **Sale Specific Conditions & Requirements**

**Sale Name: Nighthawk Oak**

**Sale Number: 53-008-23 Seq#: 2**

### **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 red 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**

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

Within Payment Unit(s) 1 & 2, cut all trees that are one (1) inches or more at DBH, except do not cut any trees marked with green paint.

#### **2.2 - Utilization**

##### **2.2.2 - Chipping required (2/18)**

This area must be chip harvested to facilitate subsequent planting operations. Products may be produced as roundwood and forwarded to decking areas in final product length, but the tops must be left intact and skidded to the landing for chipping in order to minimize the amount of residual slash. The requirement to retain approximately 1/6 to 1/3 of tree tops and limbs less than four inches in diameter does not apply (G. C. & R. 2.2). This is because of the need for follow-up trenching and planting.

##### **2.2.3 - Stump heights (4/07)**

Stump heights within the Sale Area shall not exceed 12 inches for trees greater than 10 inches at DBH and 4 inches for trees smaller than 10 inches at DBH. This is in order to facilitate planting operations.

### **3 - Payments**

#### **3.3 - Pre-measured Sales**

##### **3.3.4 - Dividing payment units (7/14)**

Payment Unit(s) 1, 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.

#### **3.4 - Damaged Timber**

##### **3.4.1 - Damaged timber (7/16)**

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured. No damage is acceptable to undesignated live merchantable trees. Within the Sale Area, if more than 10% of leave trees (> 4.5" DBH) within a specified area of the sale are damaged, liquidated damages will be assessed for all trees damaged. Rates will be in accordance with General Condition and Requirement 3.4 Damaged Timber.

### **4 - Transportation**

#### **4.1 - Construction**

##### **4.1.3 - Slash and earthen piles (8/04)**

Piles or windrows of earth along roads and landings that have been widened or constructed shall be leveled. Slash from road maintenance or construction, including stumps, shall be dispersed throughout the sale.

##### **4.1.7 - Road closure (10/11)**

Overgrown roads that are reopened must be blocked to vehicle traffic upon completion of the sale. In general, this will require constructing double earthen berms at strategic locations. These roads must be rendered impassable to cars and trucks. Contact the Sale Administrator for specific details of design and placement.

#### 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.

### 4.2 - Maintenance

#### 4.2.4 - Grading (10/16)

For completion of the sale, and if deemed necessary by the timber Sale Administrator, state forest roads must 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. 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.

### 4.4 - Access

#### 4.4.3 - Access gate (12/08)

The access gate must be locked at all times. This is to prevent someone other than the Purchaser from going through the gate and being locked in.

## 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

##### 5.2.3.4 - Oak wilt restriction, no exceptions (1/18)

Within Payment Unit(s) 1 & 2, cutting, skidding, and hauling within the sale, and brushing of access roads to the sale are not permitted during the period of April 15 to July 15. No exceptions will be granted. This is necessary to reduce the spread of oak wilt.

#### 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 and/or skid trails which are 12 inches or greater in depth and 25 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 Blue Lakes 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.

## **8 - Performance and Settlement**

### **8.3 - Uncompleted or Terminated Contracts**

#### **8.3.1 - Completion of contract, chipping (1/16)**

In addition to cutting, all chipping must be completed by the contract expiration date. If chipping has not been completed, an extension fee or damages may be charged per General Condition & Requirement 7.2 and 8.3.

**TIMBER SALE MAP***This information provided by authority of Part 525, 1994 PA 451, as amended.*

Sale Number	Year
53 - 008	23

Forest Management Unit Pigeon River Country	County Montmorency	Mapped By Rekowski	Date 06/11/2023	Page 1	of 1
Township 32N	Range 01E	Section(s) and Subdivision(s) 18: E1/2SW, W1/2SE 19: NENW	Scale 1:15,840		

**Cover Type**

A = Aspen	H = Hemlock	N = Marsh	U = Upland Brush
B = Paper Birch	J = Jack Pine	O = Oak	UM = Upland Mixed
C = Cedar	L = Lowland Brush	P = Lowland Poplar	V = Bog or Marsh
D = Tread Bog	LM = Lowland Mixed	Q = Mixed Swamp Conifer	W = White Pine
E = Swamp Hdwoods	M = Mpl, Bch, Brch	R = Red Pine	X = Non Stocked
F = Spruce Fir	MC = Mixed Conifer	S = Black Spruce	Z = Water
G = Grass	MD = Mixed Deciduous	T = Tamarack	

**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

**PU Acres**

1	33.2
2	15.9

**Nighthawk Oak****Compartment 059****49.1 Acres****Legend****Sale Boundary**

- Against State (Red)
- Payment Unit (Yellow)
- Stand Boundaries
- Nearby Timber Sales
- Secondary Forest Road
- Gravel Road
- Closed Roads
- Gate
- Berms
- Intermittent Stream
- Perennial River
- Lakes
- Section Corners

