



**DEPARTMENT OF NATURAL RESOURCES
STATE OF MICHIGAN**

TIMBER SALE PROSPECTUS #5684

SCHEDULED SALE DATE AND TIME: 3:00 p.m. (local time) on September 1, 2016.

LOCATION: GAYLORD FIELD OFFICE, 1732 WEST M-32, GAYLORD, MI 49735.

CONTACT NAME: Joyce Angel

PHONE NUMBER: (989) 732-3541

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, GAYLORD MANAGEMENT UNIT, for certain timber on the following described lands:

PICCADILLY PATCHES (52-620-15) / T29N, R02W, SEC. 30, NE/SW & NW/SW & SW/SW.

T29N, R02W, SEC. 30, NE1/4 & NW/SE.

Otsego County, Advertised Price \$39,621.45, 45.0 Acres, Aspen, White Pine.

SALE NOTE: This sale is within military leased lands, which could pose access restrictions during training operations. Chipping is required in payment units 2 and 3. No harvesting during oak wilt season.

TIMBER SALE INFORMATION

PICCADILLY PATCHES (52-620-15)

T29N, R02W, SEC. 30.

Otsego County (Advertised Price \$39,621.45)

SALE NOTE: This sale is within military leased lands, which could pose access restrictions during training operations. Chipping is required in payment units 2 and 3. No harvesting during oak wilt season.

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. Bids must be at or above the following advertised price for each species:

<u>PRODUCTS & SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>
Sawtimber		
Mixed Aspen	34.30 MBF	\$ 98.00 / MBF
Red Oak	53.30 MBF	\$ 212.00 / MBF
White Pine	35.30 MBF	\$ 86.00 / MBF
Pulpwood		
Mixed Aspen	396.00 Cords	\$ 26.30 / Cord
Red Oak	107.00 Cords	\$ 23.15 / Cord
White Pine	167.00 Cords	\$ 22.00 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$5,358.80:

<u>PRODUCTS & SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>
Sawtimber		
Red Maple	6.60 MBF	\$ 190.00 / MBF
Red Pine	5.60 MBF	\$ 247.00 / MBF
White Oak	7.90 MBF	\$ 82.00 / MBF
Pulpwood		
Balsam Fir	4.00 Cords	\$ 26.35 / Cord
Red Maple	92.00 Cords	\$ 15.25 / Cord
Red Pine	4.00 Cords	\$ 70.30 / Cord
White Oak	29.00 Cords	\$ 9.80 / Cord

BOND AND PAYMENT SCHEDULE:

1. A bond in the amount of \$3,000.00 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.
4. If no cutting takes place, the 10% down payment will not be refunded.
5. Operations on the contract issued will terminate on 12/31/2019.

Sale Specific Conditions & Requirements

Sale Name: PICCADILLY PATCHES

Sale Number: 52-620-15 Seq#: 1

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (1/14)

The sale boundary and Payment Unit boundaries are marked and identified by blue and/or red paint. Exterior sale boundary lines against private property are marked with blue paint. Lower Chub Lake Rd will serve as the private boundary along the north edge of Payment Unit 1. Exterior sale boundary lines against state are marked with red paint. The painted boundary line trees are not Included Timber and are to be protected.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1, 2 and 3, cut all trees that are two (2) inches or more at DBH except do not cut witch hazel or service berry. Also, within Payment Unit 1, do not cut oak.

2.1.15 - Hazard trees near roads (7/13)

Cut and remove all standing dead trees within 100 feet of the cleared portion of designated county roads, such as Marlette Rd., Lower Chub Lake Rd., and Creek Trl. These trees must be utilized or scattered back into the sale area.

2.2 - Utilization

2.2.2 - Chipping required (5/14)

Payment Unit(s) 2 & 3 must be chip harvested to meet National Guard requirements. The Purchaser has the option to produce sawlogs or pulpwood bolts, but the remaining portion of the trees must be chipped and hauled. 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 left in Military training areas. 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) to Payment Unit(s) 2 & 3. This is to meet Military training requirements. Payment Unit 1 does not have these chipping requirements, but it is preferred. However, if Payment Unit 1 is chipped, then do not chip 1/6 to 1/3 of the slash from harvested trees (tree tops and limbs less than four inches in diameter).

2.2.3 - Stump heights (4/07)

Stump heights within Payment Unit(s) 2 & 3 shall not exceed 6 inches for all trees. This is in order to meet military requirements.

2.2.4 - Skidding length (2/14)

Skidding of lengths over 17 feet is permissible as long as the timber sale administrator approves the method and machinery used. If at any point damage exceeds specification 3.4.1, all of the remaining wood must be skid in lengths less than 17 feet.

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 Supplement. There will be only one division per Payment Unit.

3.4 - Damaged Timber

3.4.1 - Damaged timber (6/14)

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 merchantable trees. Within the sale area, if more than 5% of 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 chipped, utilized or otherwise removed from the sale.

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

4.2.5 - 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.

4.3 - Public Right-of-Way

4.3.2 - County R-O-W (12/06)

The county must be contacted prior to crossing or harvesting in the county road R-O-W. The purchaser must also contact the power line company before harvesting begins to alert them of harvesting operations. This applies to Payment Unit 1 and Lower Chub Creek Rd.

5 - Operations

5.1 - Notification

5.1.4 - Post-sale conference (6/11)

A post-sale conference on site between the Purchaser and sale administrator is required 5 days prior to the completion of active logging operations to determine clean-up and repair of landings, road edges, and the fulfillment of other contract specifications.

5.1.5 - National Guard notification (2/15)

This sale is upon lands utilized for training by the Michigan National Guard - Camp Grayling. A minimum of five (5) business days prior to opening this sale, the producer must request that the sale administrator contact the military for information regarding training plans that may impact sale operations.

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.8 - Slash height (12/08)

No slash in Payment Unit 1, may exceed 36 inches in height.

5.2.1.13 - Dispose of slash as directed (12/05)

Slash is to be disposed of as directed by the Unit Manager or his/her representative.

5.2.2 - Hazard Trees/Snags

5.2.2.1 - Den trees (2/04)

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 (6/10)

Within Payment Unit(s) 1, 2, & 3, unless changed by written agreement, cutting, skidding, and hauling are not permitted

during the period of April 15 to July 15. This is necessary to reduce the spread of oak wilt. For more information, contact the Unit Manager or his/her representative.

5.2.3.7 - National Guard training restriction (1/09)

Operations on this contract in Payment Units 2 & 3, might not be allowed during National Guard training operations. Typically, the restricted period is from May 1 to October 31. The contractor must check with the Unit Manager who will coordinate the cutting schedule with the Military.

5.2.3.11 - Coppice regeneration protection (4/10)

Timber harvesting in Payment Unit 1 must be completed before significant aspen sprouting occurs in that Payment Unit so as to minimize damage to the new regeneration. Any post harvest operations, such as chipping, must be completed before sprouting of regeneration occurs. If it is anticipated that chipping will be delayed, then tops shall be carried to one central location or left unchipped. The Unit Manager or his/her representative may cease such operations if sprouting occurs before the operation is complete.

5.2.29 - Shrub protection (9/07)

Do not cut or damage hawthorn, witch-hazel, serviceberry. These woody-shrub plants are highly beneficial to various wildlife species.

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.

5.3 - Stream Protection

5.3.1 - Operating near stream (7/04)

No tracked or wheeled vehicles shall be operated within 150 feet of Lower Chub Creek, which has natural river status. No crossings will be approved.

5.4 - Soil Protection

5.4.1 - Rutting restriction, general (1/09)

Operations are to cease immediately if equipment and weather conditions result in rutting of roads and 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.

5.4.3 - Erosion control (12/08)

Skid trails or haul roads may require erosion control structures or berms per direction of the Unit Manager or his/her representative.

5.8 - Protection of Endangered Species

5.8.3 - Red shoulder hawk or goshawk (3/13)

In the event that an active red shoulder hawk or goshawk nest is found, the contract may be amended to protect the nest site until the nest is determined to be inactive. The value of the trees in this excluded area will be refunded or credited to the Purchaser. The nest will be buffered with a five-chain radius (eight acre) protection area, centered on the nest tree, in which there will be no cutting or new roads constructed. Avoid human disturbance, including loading and skidding, in the protection area. An additional zone of five chains (ten chains centered on the active nest tree) will be established in which there is no management activity from March 1 to August 15. Limit biomass harvesting and chipping operations within this ten-chain zone, retain the maximum one-third of residues per the Woody Biomass Harvesting Guidelines (Michigan DNR 2010). Nests determined to be inactive will be protected with a one-chain no-harvest buffer.

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 (9/09)

The Purchaser is responsible for posting and maintaining caution signs on Marlette Rd., Lower Chub Lake Rd., and Creek Trl. prior to beginning operations. The road must be posted at appropriate distances from the sale area for the duration of logging operations 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.

SKIP

6.4 - Unexploded ordinance (7/15)

Be aware that the sale area could contain UXO (unexploded ordinances). Do not touch, or drive over any metal objects. If any objects are found, please flag the area and notify the Unit Manager or his/her representative, so that they can make arrangements with the Military.

7 - Other Conditions

7.3 - Contract Modifications

7.3.2 - Modification for oak wilt (2/05)

Within the sale area, there may be patches of oak wilt. If oak wilt is identified within the sale area, this contract may be modified. The following modifications could occur: time of cutting, species to cut, volume to harvest, or various others dealing with the treatment of oak wilt. If a species is not specified in this contract, it shall be paid for at the average price received for that species and product.

7.10 - Certified Timber

7.10.1 - Non-certified timber (12/05)

The area encompassed by this timber sale is not certified to the standards of the Forest Stewardship Council (FSC) or the Sustainable Forestry Initiative (SFI). Forest products from this sale may not be delivered to the mill as "FSC and / or SFI certified". This condition applies to Payment Units 2 & 3 which are managed for military training. This condition does not apply to Payment Unit 1, which is outside of the military leased lands.



TIMBER SALE MAP

This information provided by authority of Part 252, 1994 PA 451, as amended.

Forest Management Unit Gaylord (South)		County Otsego	Mapped By Gilner	Date 07/30/2015	Page 1	of 1
Township 29N	Range 02W	Section(s) and Subdivision(s) NE 1/4 & SW 1/4 Sec. 30		Scale 1:15,840		
Cover Type				Density		
A = Aspen	H = Hemlock	N = Marsh	U = Upland Brush	0 = Non Stocked	5 = Pole Timber Medium	
B = Paper Birch	J = Jack Pine	O = Oak	UM = Upland Mixed	1 = Seedling Sapling Poor	6 = Pole Timber Well	
C = Cedar	L = Lowland Brush	P = Lowland Poplar	V = Bog or Marsh	2 = Seedling Sapling Medium	7 = Saw Timber Poor	
D = Treed Bog	LM = Lowland Mixed	Q = Mixed Swamp Conifer	W = White Pine	3 = Seedling Sapling Well	8 = Saw Timber Medium	
E = Swamp Hdwoods	M = Mpl, Bch, Brch	R = Red Pine	X = Non Stocked	4 = Pole Timber Poor	9 = Saw Timber Well	
F = Spruce Fir	MC = Mixed Conifer	S = Black Spruce	Z = Water			
G = Grass	MD = Mixed Deciduous	T = Tamarack				



PICCADILLY PATCHES

Compartment 015

45 Acres

PU Acres

1	16
2	15
3	14

Legend

- Section Corners
- Paved Roads
- Gravel Roads
- Poor Dirt Roads
- Adjacent Stand Boundaries
- Payment Unit Identifier
- Retention Area
- Sale Boundary**
- Against State (Red)
- Private Line (Blue)
- PU_Label

Locator Map
1:100,000

