

TIMBER SALE PROSPECTUS

| | | | |
|--------------------------|----------------------|--------------------------|--------------------------------|
| Sale Name : | Macedon Fire Salvage | Type of Sale : | Scaled |
| National Forest : | Tahoe | Ranger District : | American River Ranger District |
| Bidding Method : | Sealed Bid | Bid Guarantee : | \$24,500.00 |

Location of Bid Opening : Nevada City

Date : 07/14/2014

Time : 10:00 AM

1. INTRODUCTION. This prospectus furnishes prospective bidders with information not contained in the published advertisement and is designed to enable bidders to decide whether or not to further investigate the sale. The prospectus is not a legally binding document, but is offered to provide general information about a sale. The contract does not include descriptions, estimates, and other data in this prospectus, unless otherwise stated. In the event that the prospectus contains an error or contradicts the sample contract, the contract governs. Bidders are urged to examine the timber sale and make their own estimates. Timber sale Contract 2400-6 will be used. Inspect the sale area and the sample contract before submitting a bid. Obtain the appraisal, other information on the timber, and conditions of sale and bidding at Forest Service offices listed above and in the named attached advertisement.

2. BIDDING. This is a Sealed Bid sale. Bidders must submit sealed bids on prepared forms they can obtain from Forest Service offices listed above and in the attached advertisement. The forms include instructions for bidding and submission of the required certifications. A bid guarantee must be included with the bid in the form of cash, a bid bond on form FS-6500-13 (4/82) or later, certification of annual bid bond allocation on form FS-6500-13a (4/82) or later, an irrevocable letter of credit, a certified check, bank draft, cashiers check, official bank check, or bank or postal money order payable to the Forest Service, USDA in the amount specified above and in the bid form. The bid guarantee shall be returned to each bidder whose bid is not accepted.

Total Sale Value Bidding:

Prospective purchasers must submit bids in terms of the minimum acceptable total sale value. The bid form states minimum acceptable bid rates and estimated quantities of timber, together with the minimum acceptable total sale value. The advertised minimum acceptable total sale value is only for the biddable species, as listed on the bid form in the upper section of block 14. It does not include any non-biddable, fixed rate species listed in the lower section of block 14 titled "Required Removal at Fixed Rate. Only the Fixed Rate Applies." The bidder should enter the offer on the bid form only in terms of the total sale value. The Forest Service shall establish bid rates by species in the contract by multiplying each species' minimum acceptable bid rate by the bid increase percentage. Such rates will be rounded to the nearest cent. The bid increase percentage is the bidder's total sale value bid rate divided by the minimum acceptable total sale value. The total amount for stumpage is the volume of each biddable species multiplied by its bid rate, plus the volume of each fixed rate species multiplied by its fixed rate.

3. LOCATION AND DESCRIPTION OF TIMBER. Refer to the sample contract and sale area map attached to the sample contract for legal location of sale area, location of subdivisions, location of cutting units, the acreage of sale area, and the cutting unit acreage.

THE FOLLOWING GENERAL LOCATION, ROUTES OF ACCESS, ACREAGES, AND OTHER SPECIAL LOCATION DATA DO NOT SUPERSEDE THE SALE AREA MAP OR SAMPLE CONTRACT.

The Macedon Fire Salvage Timber Sale is located in Placer County of the state of California and is within the American River Ranger District of the Tahoe National Forest. The sale area comprises approximately 6,546 acres of public land consisting of 2,070 acres of treatment subdivisions. The general location of the Macedon Fire Salvage Timber Sale is approximately sixteen air miles northeast of Foresthill, CA. The legal location for this Timber Sale is parts of Sections 1, 2, 10, 11, 12, 13, 14, 15, 22, 23 & 24 of T15N, R12E and Sections 4, 5, 6, 7, 8, 9, 17, 18 & 19 of T15N, R13E MDM. There is approximately 1,170 acres are hazard tree mitigation subdivisions

where the sawtimber to be harvested is designated with blue paint, and approximately 782 acres of ground based fire salvage subdivisions, and approximately 118 acres of cable based fire salvage subdivisions where the trees to be left after harvesting are designated with white paint. Within the hazard tree mitigation subdivisions most trees are dead or dying, or meet the Hazard Tree Guidelines for Forest Service Facilities and Roads in the Pacific Southwest Region (April, 2012). Within the fire salvage subdivisions all trees are either dead or dying. The Macedon Fire Salvage Timber Sale consists of approximately 3,804 MBF of salvageable Douglas fir sawtimber, 404 MBF of salvageable incense cedar sawtimber, 4,147 MBF of salvageable ponderosa pine sawtimber, 6,455 MBF of salvageable sugar/western white pine sawtimber, 5,836 MBF of salvageable white/red fir sawtimber and 0.2 MBF of salvageable lodgepole pine sawtimber. There are also approximately 40.6 acres of skyline subdivisions that are subject to agreement under this timber sale contract. Hazard tree mitigation subdivision boundaries are designated by signs, flagging, paint and description as given in the contract. Fire salvage subdivision boundaries are designated either orange paint or by road as a boundary.

4. TIMBER QUANTITIES AND RATES. The quality, size, cut per acre, and product suitability of the timber are estimates based on detailed cruise information on file and available for inspection at the Forest Service offices listed above and in the advertisement. VOLUME QUANTITIES LISTED HEREIN ARE MADE AVAILABLE WITH THE UNDERSTANDING THAT VALUES SHOWN ARE FOREST SERVICE ESTIMATES AND ARE NOT GUARANTEED. For these reasons, bidders are urged to examine the timber sale area and make their own estimates.

Road Construction Costs. The advertised rate does not include the estimated cost of specified road construction. The estimated road construction cost has been included in the appraisal as a cost that the purchaser will incur. The purchaser will be responsible for the road construction cost and WILL NOT receive credit towards stumpage costs for this expense, i.e., THIS SALE DOES NOT INCLUDE PURCHASER CREDIT and bidders should consider the cost of road construction when developing their bids.

THE MINIMUM ACCEPTABLE BID RATE IS STATED IN THE ATTACHED BID FORM. THESE RATES ARE EFFECTIVE AT THE TIME OF ADVERTISEMENT.

**Estimated Quantities and Minimum Acceptable Rates
per Unit of Measure**

| Species | Product | Unit of Measure | Estimated Quantities | Average DBH | Minimum Acceptable Bid Rates | Base Rates | Required Deposits | |
|----------------|-----------|-----------------|----------------------|-------------|------------------------------|------------|-------------------|------------------|
| | | | | | | | Slash Disposal | Road Maintenance |
| Douglas Fir | Sawtimber | MBF | 3,803.80 | 18 | \$13.98 | \$6.00 | \$3.36 | \$3.11 |
| Incense Cedar | Sawtimber | MBF | 403.62 | 18 | \$18.64 | \$10.00 | \$3.36 | \$3.11 |
| Lodgepole Pine | Sawtimber | MBF | 0.23 | 12.7 | \$12.21 | \$2.00 | \$3.36 | \$3.11 |
| Ponderosa Pine | Sawtimber | MBF | 4,146.98 | 19.9 | \$10.00 | \$10.00 | \$3.36 | \$3.11 |
| Sugar Pine | Sawtimber | MBF | 6,455.18 | 25.7 | \$10.57 | \$10.00 | \$3.36 | \$3.11 |
| White Fir | Sawtimber | MBF | 5,835.64 | 17.4 | \$12.76 | \$6.00 | \$3.36 | \$3.11 |
| TOTAL | | MBF | 20,645.45 | | | | \$69,368.71 | \$64,207.35 |

The minimum acceptable total sale value bid for advertised timber is \$244,867.23. It does not include any non-biddable, fixed rate species listed on the bid form in the lower section of block 14 titled "Required Removal at Fixed Rate. Only the Fixed Rate Applies." The total amount for stumpage is the volume of each biddable species multiplied by its bid rate, plus the volume of each fixed rate species multiplied by its fixed rate.

The bid rate for species and unit of measure are assigned under procedures for average bid premium bidding, as noted in this prospectus. This rate has been established by appraisal, with a cost allowance for the roads specified by the contract, if any. Required deposits for slash disposal and road maintenance are in addition to the advertised rates for timber. Purchasers are responsible for the cost of specified road construction. Specified road construction costs ARE NOT available to use as credit for the payment of stumpage, i.e., THIS SALE DOES NOT INCLUDE PURCHASER CREDIT.

Timber Subject to Agreement

| Species | Product | Unit of Measure | Fixed Rates | Slash Disposal Deposits | Road Maintenance Deposits |
|------------------------|-----------|-----------------|-------------|-------------------------|---------------------------|
| Salvage Douglas Fir | Sawtimber | MBF | \$6.00 | \$3.36 | \$5.55 |
| Salvage Incense Cedar | Sawtimber | MBF | \$10.00 | \$3.36 | \$5.55 |
| Salvage Ponderosa Pine | Sawtimber | MBF | \$10.00 | \$3.36 | \$5.55 |
| Salvage Sugar Pine | Sawtimber | MBF | \$10.00 | \$3.36 | \$5.55 |
| Salvage White Fir | Sawtimber | MBF | \$6.00 | \$3.36 | \$5.55 |
| Combined Hardwood | Non-Saw | MBF | \$12.50 | \$0.00 | \$5.55 |
| Combined Softwood | Cull Logs | MBF | \$1.00 | \$0.00 | \$5.55 |

Estimated Knutson-Vandenberg deposit for sale area improvement work in a total amount of \$117,527.00 is included in total timber value.

5. PERIOD OF CONTRACT. The normal operating season covers the period between 06/15 and 10/15. Contract termination date is 10/31/2015. Extensions of this contract may be granted only when the purchaser has met specified conditions.

If an appeal or lawsuit is filed challenging the decision to award this contract or upon determination by the Regional Forester that conditions existing on this timber sale are the same as, or nearly the same as, conditions existing on other timber sale(s) in appeal or litigation, Contracting Officer may delay award or reject all bids. If delay in award is for 30 days or more during Normal Operating Season after bid opening, Contracting Officer shall, upon award, adjust the contract term to include additional calendar days in one or more Normal Operating Seasons equal to the time award is delayed during Normal Operating Season.

6. PAYMENT. Payment for timber and any required deposits for slash disposal or road maintenance are required in advance of cutting. The Purchaser may transfer purchaser credit into the contract, or provide an acceptable payment guarantee prior to cutting. Payment for required deposits must be a cash payment. The purchaser shall make advance deposits in accordance with provision B(T)4.212 - Advance Deposits.

The high bidder whose bid is accepted shall, at the time the contract is signed and returned by the bidder, make a downpayment pursuant to Title 36, Section 223.49, of the Code of Federal Regulations. The Contracting Officer will notify the high bidder of the amount necessary to make this payment. In no case shall the downpayment be less than 10 percent of the total advertised value plus 20 percent of the bid premium. After receipt of the downpayment and a satisfactory performance bond and upon execution of the timber sale contract, the Forest Service will return the bid guarantee. A cash bid guarantee may be applied to the downpayment at the request of the purchaser. The purchaser cannot apply the amount deposited as a downpayment to cover other obligations due on the sale until conditions stated in the contract for release of downpayment have been met. Refer to the sample contract for the specific conditions.

By 05/02/2015, the purchaser shall have paid for, or in lieu thereof, deposited cash in the amount of: (1) 50 percent of the total estimated bid premium, or (2) 35 percent of the total estimated sale value at bid date, exclusive of required deposits, rounded up to the next \$100.

If a qualified bidder elects to have the Forest Service construct specified roads, the contract shall provide for collection of not less than the full estimated cost of the roads stated in this prospectus, in addition to the current contract rate value and required deposits. Contract FS-2400-6 provides for collecting the estimated public works road construction cost as timber is scaled, at a rate accelerated on 80 percent of the estimated volume.

If bidder elects the road option, payment for right-of-way timber will be made in advance of cutting. The timber will be decked by the road contractor and will be made available to the purchaser when notified by Forest Service of location and availability. If purchaser and road contractor agree, purchaser may cut and remove right-of-way timber as part of the specified road construction.

7. PERFORMANCE BOND. A performance bond is required. The penal sum of the bond will be 10 percent of the total bid

value of the sale, rounded up to the nearest \$100 when the total bid value is \$10,000 or less; and rounded up to the nearest \$1,000 when the total bid value exceeds \$10,000 or \$25,000.00 whichever is greater. If an irrevocable letter of credit is used to secure the performance bond, the termination of the letter of credit must be at least 6 months past the contract termination date.

8. SPECIFIED ROADS. The Forest Service has determined that the following National Forest System roads shall be constructed or paid for, in whole or in part, by the timber sale purchaser. Sufficient information to permit a prospective bidder to calculate the likely cost to be incurred for road construction is available at the Forest Supervisor's Office. See the sample contract for verification of specific details and information concerning construction specifications. CONSTRUCTION ESTIMATES AND INFORMATION CONTAINED HEREIN, TOGETHER WITH RELATED SPECIFICATIONS, ARE NOT GUARANTEED. The following roads are those that Forest Service considers necessary to remove the timber from this sale.

| Road Number | Road Name | Traffic Service | Approximate Miles/Kilometers | Estimated Road Construction Cost | Type of Work * |
|-------------------|-----------------------|-----------------|------------------------------|----------------------------------|----------------|
| 0013-017-06-06 | AMERICAN HILL MINE SP | D | 0.4 / 0.64 | \$9,247.40 | R |
| 0013-017-06-06-04 | AMERICAN HILL MINE SP | D | 0.32 / 0.51 | \$3,683.23 | R |
| 0013-017-06-08 | AMERICAN HILL MINE SP | D | 0.57 / 0.92 | \$10,500.64 | R |
| 0013-017-06-18 | AMERICAN HILL MINE SP | D | 0.12 / 0.19 | \$1,381.21 | R |
| 0013-002 | AMERICAN HILL SP | D | 0.53 / 0.85 | \$28,326.54 | R |
| 0013-016 | AMERICAN HILL SP | D | 0.17 / 0.27 | \$1,956.72 | R |
| 0013-012 | AMERICAN HILL SP | D | 0.26 / 0.42 | \$2,992.63 | R |
| 0013-028 | AMERICAN HILL SP | D | 0.28 / 0.45 | \$4,373.84 | R |
| 0013-018-06-04 | ANTMAN | D | 0.6 / 0.97 | \$7,941.97 | R |
| 0013-018-06-04-02 | ANTMAN SP | D | 0.21 / 0.34 | \$2,417.12 | R |
| 0013-022 | DARRELL | D | 0.32 / 0.51 | \$3,683.23 | R |
| 0013-018-06-03 | MANILA | D | 1.11 / 1.79 | \$12,776.21 | R |
| 0013-038 | MERZ | D | 0.69 / 1.11 | \$7,941.97 | R |
| 0013-018 | SCREWAUGER | C | 4.9 / 7.89 | \$89,763.54 | R |
| 0013-018-14 | SCREWAUGER SP | D | 0.18 / 0.29 | \$2,071.82 | R |
| 0013-018-16 | SCREWAUGER SP | D | 0.47 / 0.76 | \$5,409.75 | R |
| 0013-018-05-04 | SCREWAUGER SP | D | 0.1 / 0.16 | \$1,266.11 | R |
| 0013-018-10 | SCREWAUGER SP | D | 0.2 / 0.32 | \$4,258.74 | R |
| 0013-018-04 | SCREWAUGER SP | D | 0.7 / 1.13 | \$8,057.07 | R |
| 0013-018-05 | SCREWAUGER SP | D | 1 / 1.61 | \$12,085.61 | R |
| 0013-018-06 | TRAVIS | D | 0.4 / 0.64 | \$4,604.04 | R |

* C = Construction
R = Reconstruction

The required specified road completion date for all roads is 11/01/2014. If provision C(T)5.13# - Road Completion Date has different dates for projects, this is the final road completion date.

Total estimated construction cost allowed in appraisal is \$239,661.91

A bidder qualifying as a small business concern may elect to have the Forest Service construct the specified roads listed above. Completion dates for construction apply whether construction is performed by the purchaser or by the Forest Service. If the bidder elects Forest Service construction, it is the Forest Service's intent to perform construction through CONTRACT. The Forest Service

shall not award the timber sale contract unless either it receives a satisfactory road construction bid or, if it fails to receive such a bid within 120 days of opening timber sales bids, the bidder agrees to perform road construction.

If purchaser elects Forest Service construction, the total estimated public works construction cost that would require to be paid in addition to current contract rates is \$310,833.94. See provision C(T)4.12#- Amount Payable for Timber in the sample contract for additional information.

The following changes will be made to the sample contract when the Forest Service constructs specified roads:

A(T)3 - Timber Designations: "Specified Road Clearing" will be changed to "Construction Clearing" C(T)2.323.

A(T)7 - Change the title to "Permanent Roads To Be Constructed by Forest Service."

A22 or AT19 - Make the following changes in A22 or AT19:

- Add C(T)2.323 - Construction Clearing.
- Add C(T)4.12# - Amount Payable for Timber.
- Add C(T)8.41 - Limitation of Performance by Other Than Purchaser.

The estimated road construction cost includes the cost of road reconstruction engineering services, pursuant to Public Law 88-657, 78 Stat. 1089, 16 U.S.C. 532-537. Refer to provision C(T)5.213# - Deposit for Reconstruction Engineering Services in the sample contract for additional information.

Purchaser shall make a cash deposit in the amount \$14,922.52 for engineering services completed by Forest Service in preparation of this contract. The Forest Service shall complete reconstruction related engineering services on the following schedule:

| Road or Facility No. | Termini From -To (MP or Sta.) | Engineering Services Completion Date |
|----------------------|----------------------------------|---|
| 0013-002 | 0 - .53 | 06/06/2014 |
| 0013-012 | 0 - .26 | 06/06/2014 |
| 0013-016 | 0 - .17 | 06/06/2014 |
| 0013-017-06-06 | 0 - .4 | 06/06/2014 |
| 0013-017-06-06-04 | 0 - .32 | 06/06/2014 |
| 0013-017-06-08 | 0 - .57 | 06/06/2014 |
| 0013-017-06-18 | 0 - .12 | 06/06/2014 |
| 0013-018 | 0 - 4.9 | 06/06/2014 |
| 0013-018-04 | 0 - .7 | 06/06/2014 |
| 0013-018-05 | 0 - 1 | 06/06/2014 |
| 0013-018-05-04 | 0 - .1 | 06/06/2014 |
| 0013-018-06 | 0 - .4 | 06/06/2014 |
| 0013-018-06-03 | 0 - 1.11 | 06/06/2014 |
| 0013-018-06-04 | 0 - .6 | 06/06/2014 |
| 0013-018-06-04-02 | 0 - .21 | 06/06/2014 |
| 0013-018-10 | 0 - .2 | 06/06/2014 |
| 0013-018-14 | 0 - .18 | 06/06/2014 |
| 0013-018-16 | 0 - .47 | 06/06/2014 |
| 0013-022 | .21 - .53 | 06/06/2014 |
| 0013-028 | 0 - .28 | 06/06/2014 |
| 0013-038 | .34 - 1.03 | 06/06/2014 |

9. ROAD MAINTENANCE. Purchaser shall perform or pay for road maintenance work, commensurate with purchaser's use, on roads controlled by Forest Service, and used by purchaser in connection with this sale. Road maintenance requirements are based on the predicted haul route. Any change in the purchaser's actual haul route may necessitate a change in the roads to be maintained and/or in the amount of required deposit for road maintenance. Required deposits for road maintenance are listed in Section 4 and in the sample

contract. Maintenance specifications are in the sample contract.

10. INAPPLICABLE STANDARD PROVISIONS. See sample contract.

11. SPECIAL PROVISIONS. See sample contract.

12. SET-ASIDE SALES. Not Applicable.

13. LOG EXPORT AND SUBSTITUTION RESTRICTIONS. The contract requires domestic processing of included timber except for species declared to be surplus, and prohibits the use of such included timber in substitution for unprocessed private timber exported. The bidder, by signing the bid for advertised timber, certifies compliance with the applicable prohibitions against export and substitution prescribed in the Forest Resources Conservation and Shortage Relief Act of 1990, as amended (16 U.S.C. 620, *et seq.*) with each bid.

14. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REVIEW. If the total bid value plus required deposits for this contract exceeds \$10 million, before award, the Forest Service shall request an equal employment opportunity compliance review of the high bidder to determine compliance with the provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967 and Executive Order No. 12086 of October 5, 1978.

15. AWARD. The Contracting Officer is required to make a determination of bidder responsibility as stated in Title 36, Section 223.101, of the Code of Federal Regulations.

To determine a purchaser to be responsible, a Contracting Officer must find that:

- a. The purchaser has adequate financial resources to perform the contract or the ability to obtain them;
- b. The purchaser is able to perform the contract within the contract term taking into consideration all existing contracts and Governmental business commitments;
- c. The purchaser has a satisfactory performance record on timber sale contracts. A prospective purchaser that is or recently has been seriously deficient in contract performance shall be presumed not to be responsible, unless the Contracting Officer determines that the circumstances were beyond the purchaser's control and were not created through improper actions by the purchaser or affiliate, or that the purchaser has taken appropriate corrective action. Past failure to apply sufficient tenacity and perseverance to perform acceptably under a contract is strong evidence that a purchaser is not a responsible contractor. The Contracting Officer shall consider the number of contracts involved and extent of deficiency of each in making this evaluation;
- d. The purchaser has a satisfactory record of integrity and business ethics;
- e. The purchaser has or is able to obtain equipment and supplies suitable for logging the timber and for meeting the resource protection provisions of the contract;
- f. The purchaser is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Bidders, by signing the bid form, certify that, to the best of bidder's knowledge the bidder will meet the requirements in 36 CFR 223.101, determination of purchaser responsibility, and, if awarded this contract, that bidder will complete the timber sale contract and any modifications thereof in accordance with its terms including requirements to purchase, cut, and remove included timber.

16. FALSE STATEMENTS ACT. Bidders, by signing the bid form, certify that they are aware that bidder is subject to the penalties prescribed in 18 U.S.C. 1001, Chapter 47, Fraud and False Statements (P.L. 104-45). The Act states "whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined under this title or imprisoned not more than 5 years, or both."

17. DAMAGES. This contract shall be terminated for breach pursuant to paragraph 16, 19, and/or 21 of the bid form and the

terms of the sample contract if: 1) bidder fails to execute a timber sale contract, furnish a downpayment, or furnish a satisfactory performance bond within 30 days of the award letter's date; or 2) bidder is found to have violated the False Statements Act in making any statement or certification on the bid form including not meeting purchaser responsibility requirements, and bidder has made a false statement. The bid guarantee shall be retained, in whole or in part, by the Forest Service to satisfy any damages that may be assessed.

18. SUSPENSION AND DEBARMENT CERTIFICATION. Non-procurement debarments and suspensions are governed by the Government-wide common rules (7 CFR 3017).

These rules require each timber sale purchaser, to submit a certification for itself, its principals, and its affiliates when bidding on sales. The bidder must designate its status regarding debarment, suspension, and other matters as specified on the bid form. The bidder, by signing the bid form, certifies this status. An explanation for not submitting a certification may be submitted. The Contracting Officer will determine whether the explanation provides sufficient reason for permitting participation in the bidding. Also, as a timber sale purchaser enters into transactions with subcontractors, these subcontractors must certify their eligibility. The certification titled "Subcontractor Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion" must be provided to subcontractors, but completed certifications are not required to be submitted with bid forms. Purchaser must keep these subcontractor certification forms on file for review by the Forest Service, if requested.

The certification forms and instructions for subcontractor transactions are provided as an addendum to the bid form.

19. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) LOGGING REGULATIONS. Conduct of operations on this timber sale is subject to inspection for compliance with the logging operations regulations at 29 CFR 1910.266 by OSHA. This standard is applicable to the entire logging industry wherever logging operations occur. Information is available to assist purchasers to ensure compliance with the logging operations regulations during conduct of this timber sale from the U.S. Department of Labor, Occupational Safety and Health Administration, OSHA, California Department of Industrial Relations, 1515 Clay Street, Suite 1901, Oakland, California 94612.

20. GENERAL. Corporations submitting an offer under this solicitation must include form AD-3030-FS, Representations Regarding Felony Conviction and Tax Delinquent Status For Corporate Applicants. Copies of this form may be obtained from the Forest Service office shown on page 1 of this prospectus or electronically at: <http://www.ocio.usda.gov/policy-directives-records-forms/forms-management/approved-computer-generated-forms>.

Prospective bidders are strongly encouraged to carefully read and understand the Prospectus and entire contract for work required to be accomplished.

This sale is in urgent need of harvesting, an extension or contract term adjustment may be granted on other Forest Service sale(s) to the purchaser of this sale.

- a. The specific geographic tributary area that would apply for the granting of extensions or adjustments on existing sales are the Tahoe, Plumas, and Eldorado National Forests.
- b. Purchaser must show how logging this sale will impact operations on existing sales.
- c. Specific classes of sales that would not receive consideration for extension or adjustment are all Salvage Sales.
- d. The calculation of the number of days of contract term adjustment or extension a purchaser would receive would depend upon a case-by-case review and reflect the time lost by logging the sale urgently requiring harvesting.

The estimated equivalent CCF volumes for the MBF sawtimber quantities of this Prospectus are:

| SAWTIMBER | | |
|------------------|---------------|---------------|
| Ponderosa Pine - | 4,146.99 MBF | 6,414.50 CCF |
| Sugar Pine - | 6,455.19 MBF | 9,390.91 CCF |
| White Fir - | 5,835.64 MBF | 10,280.41 CCF |
| Douglas-fir - | 3,803.80 MBF | 6,017.02 CCF |
| Incense Cedar - | 403.66 MBF | 721.23 CCF |
| Lodgepole Pine - | 0.24 MBF | 0.63 CCF |
| TOTAL - | 20,645.51 MBF | 32,824.71 CCF |

This is a scaled timber sale. The volumes represented in the contract are the Forest Service estimate of the amount to be cut. The sampling error for sawtimber is 13.51%.

There are also approximately 40.6 acres of skyline subdivisions that are subject to agreement in this timber sale contract. This subject to agreement ground includes four subdivisions and has an estimated 103 MBF of salvageable Douglas-fir sawtimber, 6 MBF of salvageable incense cedar sawtimber, 298 MBF of salvageable ponderosa pine sawtimber, and 135 MBF of salvageable sugar pine sawtimber.

100% Conventional Log Scale, third party scaling is required and includes C6.815 Third Party Scaling Services. Under this provision Purchaser shall bear and administer the cost of scaling services. Unit of measure for Macedon Fire Salvage is MBF. A copy of the scale certificate for each load shall be returned with the load receipt ticket to the American River Ranger District, Foresthill, CA.

Merchantability: Under B2.2 Utilization and Removal of Included Timber, due to the potential of deterioration, the purchaser is only required to fell and remove trees and portions of trees that meet minimum specifications in A2. Should minimum piece sizes for tree diameters in A2 exhibit a merchantability factor lower than 25% (less than 25% sound), purchaser is not required to fell and remove these trees.

This sale has Individual Tree Mark (ITM), where trees to be cut are designated with Blue paint, Leave Tree Mark (LTM), where leave trees are designated with White paint and are NOT Included Timber. Orange boundary trees are not Included Timber (C2.35#).

Mechanical harvest may be used upon agreement with the Forest Service, not to exceed 371 acres.

Slash Disposal: Purchaser shall make required deposits for slash disposal of \$3.36 per MBF (A4b).

Surface Replacement: Purchaser shall make required deposits for surface replacement of \$5.55 per MBF (C5.35#).

Road Maintenance: Purchaser shall make required deposits for road maintenance of \$3.11 per MBF (C5.32#).

Under the specified roads portion of the contract (A7), some of the given lengths are slightly different that within the roads package. Most notably the 0013-018 road is listed as being a mile less than actual distance. This has occurred due to database discrepancies; the distances given under the roads package are the correct distances and were used in this contract.

Magnesium chloride shall be required on National Forest System Roads (NFSR) 0013-017, 0013-018, 0013 Segment II within the Sale Area Boundary. See Road Package for detailed information.

Due to current drought conditions, water sources may not continually be available. Because of this, additional magnesium chloride and/or use of additional water sources such as Sugar Pine Reservoir may be required for dust abatement. If Sugar Pine Reservoir is used as a water source, each drafted load of water shall be documented in terms of gallons per project per truck per day and a written report provided to the Public Services Officer every two weeks. Additionally, if the Sugar Pine Reservoir is used additional mitigations shall be required of the purchaser, including but not limited to, supplying absorption mats during filling of water trucks and leaving one lane at the boat ramp open at all times.

Due to high volumes of public traffic along Placer County Road 88 and Forest Service Road 13, as well as OHV activities in the sale area, traffic control, including a flagman may be necessary for public safety. During harvesting operations, were alternative routes may be necessary to direct public vehicular traffic, purchaser shall provide closure signs and information about detour (B6.33).

Purchaser shall be responsible for obtaining any and all necessary road Encroachment Permits from appropriate counties as needed for performance of this contract (i.e. Placer County Road 88). The following conditions apply for logging operations:

- 1) Road to be signed to construction zone requirements per California State Standard Specifications. Flagmen will be used whenever there is any chance that a tree may fall into the County roadway. This will be for trees within seventy-five feet (75') of the edge of the county roadway.
- 2) Before trees are to be felled within 75 feet of any County roadway, the County representative is to be notified at least 24 hours ahead of work.
- 3) All tree branches will be removed immediately from the County roadway. Bark stripping to be done at log landing sights not on County roadways.
- 4) All conditions of the U.S. Forest Service to be adhered to. Dust, sediment, and erosion control measures must be adhered to at all times and are the responsibility of the contractor.
- 5) All ditches are to be cleared of debris at the end of each day.
- 6) County roadway to be cleaned of debris daily (bark, mud, rock, dirt, etc.)
- 7) At the end of the logging season or project completion, all culverts to be cleared and operational and all roadways and ditches to be

graded to at least the prejob condition. Contact County personnel below for inspection.

8) Debarking to be done at logging sight not along the County roadways. Logging contractor may be liable for excessive bark on County roadways.

County Personnel to be notified before starting logging operation or working in Right of Way:

Notify: Corinne Allen

Corinne Allen, Engineering Technician II 530-745-7565

Gary Eaton, Engineering Technician II 530-745-7565

Kelly Quinn, Senior Road District Supervisor (Foothills) 530-346-2952

Butch Cofsky, Senior Road District Supervisor (Tahoe) 530-581-6364

Botany and Archaeology surveys have not been fully completed on this sale. More controlled areas may be found during implementation. Purchaser shall adhere to contract requirements under B6.24 if more are identified.

Purchaser shall treat stumps of all live trees equal to or greater than 14 inches stump diameter and all dead trees equal to or greater than 18 inches stump diameter with a borate compound registered with the Environmental Protection Agency in the State of California for prevention of annosus root disease (C6.41#). The applicator of this borate compound must meet all county licensing and certification requirements.

There is to be an 8 inch maximum stump height 50 feet on either side of the Foresthill Road (PLA-88) (B6.412). Some stumps may need to be re-cut in order to meet the 8 inch maximum requirement.

Limit ground-based equipment to slopes less than 20% within all Riparian Conservation Areas (RCAs). Equipment is limited to 1-2 passes over the same piece of ground. No ground-based equipment shall operate within "Equipment Exclusion Zones" unless agreed to by Sale Administrator with consultation of a riparian specialist. Included timber felled within Equipment Exclusion Zones may be removed by end-lining; however, full suspension is required across the channel of all streamcourses. Equipment Exclusion Zones are identified on the Sale Area Map and are measured from the apparent high water mark of streamcourses.

Outside of RCAs, ground-based equipment will generally limited to slopes less than 30%. Equipment operation on slopes steeper than 30% may be allowed upon agreement with the Forest Service.

Where skidding occurs on slopes greater than 15% and less than 30%, and effective soil cover within the subdivision as a whole is less than 50%, slash will be scattered on skid trails to achieve at least 50% effective soil cover. Where skidding occurs on slopes greater than 30% and less than 40%, and effective soil cover within the subdivision as a whole is less than 50%, slash will be scattered on skid trails to achieve at least 75% effective soil cover. If on-site material (slash) is insufficient, use of weed free straw, wood chips or mulch may be required (C6.6#).

In the instance that end-lining is required to recover product, and soil gouging has occurred, cross drains and/or berm raking may be needed to avoid excessive erosion (B6.65).

Rock will be placed on temporary roads at stream crossings and segments within identified RCAs to reduce the impact of sediment delivery to associated stream courses (B6.5).

All temporary roads will be sub-soiled and effective soil cover may need to be added to bare soil. Additionally, landings and portions of skid trails within 200 feet of landings will require sub-soiling where soils permit (C6.6#). This is to be performed within the same year as harvest.

Regarding Hazard Trees in B2.32 and C2.35#, purchaser shall fell trees when designated in advance of felling any other timber in the vicinity. Pieces meeting utilization standards from such dead and unstable live trees shall be removed unless purchaser is notified in writing that removal would cause unacceptable damage to areas requiring special protection. Along the haul route, there is a possibility that falling and leaving merchantable timber may be required if timber is un-recoverable, and standing timber poses a hazard to the hauling of product, or other operations (C2.35#). An appraisal allowance was made for the estimated number of trees to be left.

LIMITED OPERATING PERIOD (LOP)

Parts of Subdivisions 25, 26A, 38, 39, 49A, 49B, 50, 55A, 59, 65, 313, 317, 318, and Parts of Subject to Agreement Subdivisions 157, 158, 159, and 159C: No operations shall occur within 300 feet of suitable habitat for CA red-legged frog starting with the first rain

system that deposits a minimum of 0.25 inches of rain after October 15 through April 15 (C6.315#).

Part of Subdivisions 58 and 318: No operations February 1 through September 15 to protect the Northern Goshawk (C6.315#). No haul is allowed through this LOP affecting Units 57, 58, 60, 60A, 61, 160A, 160B, 318, and Subject to Agreement Subdivisions 157, 158, 159, and 159C. No drafting is allowed within this LOP. LOP may be lifted by the district wildlife biologist prior to September 15 pending survey results.

Foresthill Road/Placer County Road88: No Operations adjacent to the designated route and no operations/keep open within the designated area on August 8th - August 10th and August 23rd, unless otherwise agreed with the Forest Service.

Notice of Litigation: "Offerors/Bidders are hereby put on notice the the Big Hope Fire Salvage and Restoration Project NEPA document and associated decision, which provides the authority to conduct this project, is currently involved in litigation. This may result in contract suspension, modification, or termination. The contract provides for limited remedies in cases of suspension, modification, or termination due to litigation."

Notice of Waiver - Release of Liability: Due to the current litigation of the Big Hope Fire Salvage and Restoration Project NEPA document and associated decision, the Contracting Officer is unlikely to award this contract until either the litigation is resolved or the high bidder signs a standard Pre-award Waiver, Release, and Limitation of Liability Agreement. A copy of the Pre-award Waiver, Release, and Limitation of Liability Agreement is available for review at the Forest Supervisor's Office.

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