

TIMBER SALE PROSPECTUS

Sale Name :	Deadwood Fire Salvage and Roadside Hazard	Type of Sale :	Scaled
National Forest :	Tahoe	Ranger District :	American River Ranger District
Bidding Method :	Sealed Bid	Bid Guarantee :	\$154,300.00

Location of Bid Opening : Nevada City

Date : 07/16/2014 **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 stumps 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 Deadwood Fire Salvage and Roadside Hazard Timber Sale area is located in Placer County, California and is within the American River Ranger District of the Tahoe National Forest. The contract area comprises approximately 1001.6 acres; of which approximately 508.0 acres is fire salvage with individual marked timber, roadside hazard tree removal consists of approximately 426.0 acres and skyline yarding is specified on approximately 67.6 acres.

The Sale Area is located within portions of: Sections 5 and 6, T.14N., R.12E., and Sections 2, 3, 10, 11, 19, 20, 29, 30, and 32, T.15N., R.12E., MDBM.

The Sale Area lies approximately 10 air miles east of Foresthill, CA. The main access for the Sale Area is via Foresthill Divide Road (88 Road) to the Deadwood Ridge Road (County Road 6149) and Black Canyon Road (Forest Service Road 88-26).

There is approximately 2,344.80 MBF Douglas-fir sawtimber, 1,940.20 MBF incense cedar sawtimber, 3,118.35 MBF ponderosa pine sawtimber, 1,581.55 MBF sugar pine sawtimber, and 6,768.46 MBF white fir sawtimber in Interior and Roadside subdivisions.

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	2,344.81	N/A	\$107.50	\$6.00	\$1.21	\$0.61
Incense Cedar	Sawtimber	MBF	1,940.20	N/A	\$144.05	\$10.00	\$1.21	\$0.61
Ponderosa Pine	Sawtimber	MBF	3,118.35	N/A	\$68.66	\$10.00	\$1.21	\$0.61
Sugar Pine	Sawtimber	MBF	1,581.55	N/A	\$65.86	\$10.00	\$1.21	\$0.61
White Fir	Sawtimber	MBF	6,768.45	N/A	\$102.16	\$6.00	\$1.21	\$0.61
TOTAL		MBF	15,753.36				\$19,061.57	\$9,609.55

The minimum acceptable total sale value bid for advertised timber is \$1,541,284.53. 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
Combined Hardwood	Non-Saw	MBF	\$12.50	\$1.21	\$0.61
Combined Softwood	Cull Logs	MBF	\$1.00	\$1.21	\$0.61

Estimated Knutson-Vandenberg deposit for sale area improvement work in a total amount of \$67,000.00 is included in total timber value.

5. PERIOD OF CONTRACT. The normal operating season covers the period between 06/01 and 10/15. Contract termination date is 10/15/2015. 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 04/24/2015, 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.

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 \$155,000.00 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.

Purchaser may request inclusion of provision C(T)4.33 - Performance Bond as Security for Felled Timber to authorize deferment of payment for timber felled, but not removed, up to the penal sum of the performance bond. Contracting Officers must increase the penal sum of the performance bond as necessary to cover the estimated values of timber to be felled, but not removed. If the value of down timber exceeds the penal sum, the excess value must be covered by cash deposit or by payment bond.

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 *
6149-015-04	BRANCH SPUR	C	0.19 / 0.31	\$2,154.60	R
6149-026-04	DEADWOOD CUTOFF SPUR	C	0.49 / 0.79	\$5,556.60	R
6149-010	HERMAN MINE	C	0.68 / 1.09	\$7,711.20	R
0088-026	MACEDON	C	0.6 / 0.97	\$10,304.38	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 \$40,152.26

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 \$14,425.48 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
0088-026	2.5 - 3.1	11/01/2014
6149-010	1.06 - 1.74	11/01/2014
6149-015-0	0 - .19	11/01/2014
6149-026-0	0 - .49	11/01/2014

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>.

A. **EXTENSION OR ADJUSTMENT** - 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.

1. The specific geographic tributary area that would apply for the granting of extensions or adjustments on existing sales is the Tahoe, Plumas, and Eldorado National Forests.

2. Purchaser must show how logging this sale will impact operations on existing sales.

3. Specific classes of sales that would not receive consideration for extension or adjustment are Salvage Sales.

4. 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.

B. **USE OF COUNTY ROADS** - This sale utilizes portions of County Road (61-49 Road). Purchaser will be responsible for obtaining and complying with the terms of any required Encroachment/Road Use permits from PLACER County and/or PLACER County road departments for road use, traffic control, and/or road maintenance activities, if required by the county having jurisdiction over use of the road. Purchaser will be required to abate the dust at a minimum of twice a day on county roads.

C. **CRUISE STANDARDS** - Cruising was completed in 2014. The sampling error for sawtimber is 12.82%.

TRACTOR	PP-JP	SP/WWP	WF-RF	DF	IC	TOTAL
Net Volume (MBF)	1,865	1,116	5,040	585	1,342	9,948
Net Volume (CCF)	2,888	1,612	7,465	884	2,479	15,328

ROADSIDE	PP-JP	SP/WWP	WF-RF	DF	IC	TOTAL
Net Volume (MBF)	863	279	1,078	333	458	3,011
Net Volume (CCF)	1,258	433	1,682	527	786	4,686

SKYLINE	PP-JP	SP/WWP	WF-RF	DF	IC	TOTAL
Net Volume (MBF)	390	186	651	1,426	140	2,793
Net Volume (CCF)	539	278	1,079	2,101	246	4,243

D. **OUTSIDE NORMAL OPERATING SEASON STANDARDS** - If a potential bidder intends to conduct operations outside the Normal Operating Season (NOS) as shown in Standard Provision A(T) 16 of the sample contract, be advised that administration of operations by the Forest Service outside of the stated NOS will be under the guidance of the "Outside Normal Operating Season Standards" for the Tahoe National Forest. These standards are available for review at the office soliciting bids for this contract. It is recommended that potential bidders review these standards prior to bidding.

E. **TILLAGE** - It is estimated within the sale area: 50 landings, 25,800 feet of main skid roads, and 1.1 miles of temporary roads will require tillage by the Purchaser under contract provision C6.6#. These estimates are based on the proposed logging plans as shown on

the Harvest Cards or other logging plan maps available at the Ranger District and are not a guarantee of the actual numbers which will be determined during implementation of logging operations.

F. CULTURAL RESOURCE PROTECTION - Sites are confidential and not shown on the Sale Area Map. Cultural Resource sites are flagged on the ground with Blue and Black striped flagging. See contract provision C6.24# - Site Specific Protection Measures. Harvest cards or a separate CONFIDENTIAL Controlled Area Map will be provided to Purchaser after award.

G. TIMBER AND BOUNDARY DESIGNATION - The Sale Area includes approximately 1,001.6 acres. This timber sale contract is a Fire Salvage Contract with Individual trees designated on approximately 508.0 acres. Roadside Hazard Tree Removal is specified on approximately 426.0 acres and Skyline Yarding is specified on approximately 67.6 acres. The harvesting equipment requirement for this timber sale contract requires a combination of conventional tractor, cable yarding, mechanical harvesting in selected areas upon approval by the Forest Service, and endlining to protect resources. If felling is required to meet treatment objectives and endlining is not feasible, a requirement to fall and leave the tree in place may be implemented on a case by case basis.

All subdivisions are pre-designated. All CUT trees (ITM) are marked with BLUE paint above and below stump height for cutting. All LEAVE trees (LTM) are marked with WHITE paint above and below stump height. Minimum Diameter for sawtimber is 12.0 inches DBH. Subdivision boundaries are designated with 2 orange vertical paint dots facing into the subdivision and a single orange paint dot on each side directionally facing along the subdivision line and orange paint below stump height. Where existing roads are used as subdivision boundaries, these are not painted. Roadside hazard tree subdivision boundaries are not painted and boundaries do not extend no more than 200 feet from each side of the road. In addition to paint, signs and flagging are used to denote resource protection and/or equipment exclusion areas.

H. ADDITIONAL REQUIREMENTS - Are covered under C6.315# - Sale Operations Schedule. See Sample Contract for additional special requirements listed by sale subdivision. These requirements include: soil dryness requirements; road use and snow removal related to winter recreation (OSV use); Recreation Events; RCA requirements - streamcourse protection and equipment limitations; etc.

I. WESTERN STATES TRAIL STUMP HEIGHTS (A6) - Roadside stumps that are visible within 50 feet of the Western States Trail and trailheads (Last Chance Townsite and Devils Thumb) should be cut to within eight inches of the ground (or as low as possible considering obstacles and safety) and the cut should slope away from travelway. In order to meet the 8 inch maximum stump height requirement the Purchaser may be required to re-cut stumps.

J. ROAD MAINTANENCE (C5.32#) - Purchaser shall make required deposits for road maintenance of \$0.61 per MBF. Magnesium Chloride will be required on National Forest System Roads(NFSR) 6149-10, 6149-26, 88-26. and 88-26-02. See Dust Abatement Plan in the Road Maintenance Package for more information.

K. SURFACE REPLACEMENT (C5.35#) - Purchaser shall make required deposits for Surface Replacement of \$1.09 per MBF.

L. WATER SOURCES - Due to the current drought conditions water sources may not be continually available. Because of these conditions additional magnesium chloride and/or the use of alternative 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 in a written report provided to the Public Services Officer every two weeks.

M. PUBLIC SAFETY - Due to high volumes of public traffic along Placer County Roads 88 and 6149, as well as OHV and other recreational activities in the sale area, traffic control, including a flagperson 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).

N. TREATMENT OF STUMPS - 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.

O. EROSION CONTROL - 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 a riparian specialist. Included timber felled with 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 measured from the apparent high water mark of streamcourses.

Outside of RCAs, ground-based equipment will generally be 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 off of skid trails 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 off of skid trails 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.

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.

P. HAZARD TREES - 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.

Q. EQUIPMENT CLEANING - All equipment that operates off roads shall be cleaned before entering the Sale Area, if the equipment has previously operated in areas infested with non-native invasive plants (NNIPs). Any equipment that operates in an infested area shall be cleaned before the equipment moves on to another area (within or outside the current Sale Area). If NNIPs infestations are found during harvesting operations avoid soil disturbance to areas by buffering the infested area by 50 feet until the Forest Service makes a determination that the infestation has been eradicated or is not a concern. (B6.35)

R. SCALING - 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 Deadwood Fire Salvage and Roadside Hazard 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.

S. POTENTIAL 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."

T. 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.

U. The United States Department of Agriculture (USDA) prohibits discrimination in its programs on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. Persons with disabilities who require alternative means of communication of program information should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).