OGMCOAL DNR <ogmcoal@utah.gov>

Skyline Mine 007005 Fwd: Skyline Powerline Timber Sale

1 message

Priscilla Burton <priscillaburton@utah.gov> Thu, Aug 27, 2020 at 3:33 PM
To: OGMCOAL DNR <ogmcoal@utah.gov>, Steve Christensen <stevechristensen@utah.gov>, Dana Dean <danadean@utah.gov>
Cc: "Galecki, Gregg" <ggalecki@wolverinefuels.com>, Steve Demczak <stevedemczak@utah.gov>

Steve and Dana,

During our August 20, 2020 phone conference with Skyline Mine staff, we requested a map of the USFS timber sale to supplement the Mia-Shalom Timber Sale map that we had on file (Insp Rpt #6704). In response, Gregg has sent the Manti LaSal Forest's Skyline Powerline timber sale document, which includes a map of the sale area. The sale area includes both sides of Trough Springs ridge in Sections 22 - 27.

Priscilla Burton, MS, CPSSc, CPM
Sr. Environmental Scientist
Division of Oil, Gas, & Mining
Price Field Office

cell: 435-609-1014
priscillaburton@utah.gov

---------- Forwarded message ---------
From: **Gregg Galecki** <ggalecki@wolverinefuels.com>
Date: Thu, Aug 27, 2020 at 2:48 PM
Subject: Skyline Timber Sale
To: priscillaburton@utah.gov <priscillaburton@utah.gov>

Priscilla,

Attached is a copy of the USFS Timber Sale information. Note that it is not an executed copy because the contract is between Barco and the USFS.

Hopefully this provides sufficient information.

Gregg A. Galecki

Sr. Environmental Engineer

Canyon Fuel Company, LLC

A Subsidiary of Wolverine Fuels, LLC

Skyline Mine

HC 35 Box 380

Helper, UT 84526

O: 435-448-2636

F: 435-448-2650

M: 435-469-1432

ggalecki@wolverinefuels.com

USFS Timber Sale.pdf
971K

U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE	National Forest	Sale Name
	Manti-Lasal	Skyline Mine Powerline
	Title and Address of Sale Officer Receiving Bid	
NATIONAL FOREST TIMBER FOR SALE (Advertisement and Short-Form Bid) (Ref. FSM 2430, FSH 2409.18, Ch 50)	Contracting Officer Supervisor's Office, Manti-La Sal NF 599 West Price River Drive Price, UT 84501	

The quantities listed below in the "Bid for Advertised Timber and Forest Products" are being offered for sale. It includes all timber or forest product marked or otherwise designated for cutting or harvesting in the following location: Township 13 South, Range 6 East , Sec: 13, 23, 24, 26, and 27.

Full information on the timber or forest products, conditions of sale, and bidding may be obtained at the Forest Service office indicated above, or an indicated address before bids are submitted. Sealed bids will be received by the Sale Officer or authorized representative, up to and not later than _____ on _____.

No bid of less than that stated under "Minimum Acceptable Bid" will be accepted. Valid bids will be evaluated on the basis of total return to the United States. The right to reject any and all bids is reserved.

BID FOR ADVERTISED TIMBER AND FOREST PRODUCTS

In response to the above notice of sale (I)(we) bid for the timber as shown in the "Price Bid" column.

Species	Product	Estimated Quantity	Unit of Measure	Minimum Acceptable Bid Rate $	Price Bid Per Unit of Measure $	Additional Deposits for Slash Disposal $
Combined Softwood	Sawtimber	296.06	CCF	5.00		0.00
Combined Softwood	Non-Saw	26.94	CCF	5.00		0.00

Bidder acknowledges that Forest Service estimates of operating costs and sale quantities are not guaranteed and that the Forest Service grants no warranty, either expressed or implied, of their accuracy.

If awarded the sale (I) (we) agree (a) to execute a contract within 30 days from date of notice of award and (b) that the deposit accompanying this bid may be applied to the purchase price or be retained for application toward payment of any damages due the United States for non-performance.

Date	Signature of Bidder	Name and Address of Bidder
Forest Officer shall redact TIN after entering in appropriate data base.		Tax Identification No. (TIN)

Public reporting burden for this collection is estimated to be 5-15 hours per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Under the Paperwork Reduction Act of 1995, an agency shall not conduct or sponsor, and no persons are required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this collection of information is 0596-0066.

INSTRUCTIONS FOR:
Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Timber Sale Transactions

1. By signing and submitting this proposal, the prospective timber sale purchaser (primary participant) certifies to the best of its knowledge and belief, that it and its principals:

a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded under 48 CFR 9.4, from timber sales (covered transactions) by any Federal department or agency;

b) Have not within a 3-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d) Have not within a 3-year period preceding this bid had one or more public transactions (Federal, State, or local) terminated for breach or default of a timber sale or forest product contract.

Where the prospective timber sale purchaser is unable to certify to any of the statements in this certification, such prospective timber sale purchaser shall attach an explanation to this bid.

The Bidder further agrees by submitting this bid that Form AD-1047 Certification Regarding Debarment, Suspension and Other Responsibility Matters Primary Covered Transactions shall be completed by the Purchaser and provided to the Contracting Officer upon request.

2. The inability of a person to provide the certification will not necessarily result in denial of participation in this timber sale (covered transaction). The prospective timber sale purchaser shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the Forest Service's determination whether to enter into this timber sale. However, failure of the prospective timber sale purchaser to furnish a certification or an explanation shall disqualify such person from participation in this timber sale.

3. The certification is a material representation of fact upon which reliance was placed when the Forest Service determined to enter into this timber sale. If it is later determined that the prospective timber sale purchaser knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Forest Service may terminate this timber sale for cause or default.

4. The prospective timber sale purchaser shall provide immediate written notice to the Forest Service, to whom this proposal is submitted, if at any time the prospective timber sale purchaser learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms 'covered transaction,' 'debarred,' 'suspended,' 'ineligible,' 'lower tier covered transaction,' 'participant,' 'person,' 'primary covered transaction,' 'principal,' 'proposal,' and 'voluntarily excluded,' as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Forest Service for assistance in obtaining a copy of those regulations.

6. The prospective timber sale purchaser agrees by submitting this proposal that, should the proposed timber sale transaction be entered into, it shall not knowingly enter into any subcontractor transaction (lower tier covered transaction) with a person who is proposed for debarment under 48 CFR 9.4, or who is debarred, suspended, declared ineligible, or voluntarily excluded under 48 CFR 9.4 from participation in this timber sale, unless authorized by the Forest Service's non-procurement Debarring and Suspending Official.

7. The prospective timber sale purchaser further agrees by submitting this bid that it will provide the Form AD-1048 Certification Regarding Debarment, Suspension, Ineligibility and voluntary Exclusion Lower Tier Covered Transactions shall be completed by the Purchaser and provided to the Contracting Officer upon request for each subcontractor.

8. A participant in a timber sale may rely upon a certification of a prospective subcontractor that it is not proposed for debarment under 48 CFR 9.4, or is not debarred, suspended, ineligible, or voluntarily excluded from the timber sale, unless it knows that the certification is erroneous. A timber sale purchaser may decide the method and frequency by which it determines the eligibility of its principals. Each timber sale purchaser may, but is not required to, check for those listed as Excluded in the System for Award Management.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this provision. The knowledge and information of a timber sale purchaser is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of the instructions for certification, if a contractor knowingly enters into a subcontractor transaction with a person who is proposed for debarment under 48 CFR 9.4, or who is suspended, debarred, ineligible, or voluntarily excluded under 48 CFR 9.4, from participation in this contract, in addition to other remedies available to the Federal Government, the Forest Service may terminate this contract for cause or default and/or pursue suspension and/or debarment.

Region: Intermountain
National Forest: Manti-Lasal
Ranger District: Price

U.S. DEPARTMENT OF AGRICULTURE - FOREST SERVICE **Page 1,** FS-2400-4 (04/2012)
FOREST PRODUCT CONTRACT and CASH RECEIPT OMB No. 0596-0085
(Ref. FSM 2430, FSH 2409.18, and FSH 6509.17)

Purchaser's Name and Complete Address:	TSA Contract No.	Sale Name: Skyline Mine Powerline		
		Payment Method:		
	Award Date	Termination Date	Total Sale Acres	Acres to be Cut
		08/23/2021	20	19.9
	Type of Sale: **Premeasured**	Sale Condition: Regular		
	Load Ticket Numbers: From:		Thru:	
Purchaser's Tax Identification Number:	Sale Area Description: Township 13 South, Range 6 East , Sec: 13, 23, 24, 26, and 27			
Vehicle Information: Year: License Plate: Make: State: Color: Model:	Remarks:			
Performance Bond Amount: $				
Original Contract: Yes / Modification No:				

INCLUDED PRODUCTS

Species	Product	Unit of Measure	Estimated Quantity	$ Rate per Products	$ UOM Assoc. Charges	$ Total Products	$ Total Assoc. Charges
Combined Softwood	Sawtimber	CCF	296.06				
Combined Softwood	Non-Saw	CCF	26.94				
Total Quantity			323.00	Total			$ .00

UTILIZATION STANDARDS

			Minimum Specifications					
			Tree		Piece Required to be Removed			
Species	Product	Unit of Measure	DBH (Inches)	No. of Min. Pieces per Tree	Length (Feet)	D.I.B. at small end (Inches)	Net Merch. Factor	Maximum Stump Height
Combined Softwood	Sawtimber	CCF	8.0	1	8	6.0	10.67	12
Combined Softwood	Non-Saw	CCF	8.0	1	8	6.0	10.67	12

Sale Name: Skyline Mine Powerline

Contract No:

FS-2400-4 (04/2012)
Page 1(a)

REVISED INCLUDED PRODUCTS

Species	Product	Unit of Measure	Estimated Quantity	+ or -	$ Rate per Products	$ UOM Assoc. Charges	$ Total Products	$ Total Assoc. Charges
Revised Total Quantity						Revised Total $		

RECORD OF PAYMENTS

Date	Payment Amount	Bill No.	Date	Payment Amount	Bill No.	Date	Payment Amount	Bill No.

RECORD OF REFUNDS

Date	Refund Amount	Date	Refund Amount	Date	Refund Amount	Date	Refund Amount

PRODUCT QUANTITY REMOVAL RECORD

Date	Qty Removed	Date	Qty Removed	Date	Qty Removed	Date	Qty Removed	Date	Qty Removed

SIGNATURES

PURCHASER SIGNATURE Date

CONTRACTING OFFICER SIGNATURE Date

BURDEN AND NONDISCRIMINATION STATEMENTS

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0085. The time required to complete this information collection is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD). To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

GENERAL CONDITIONS

The Purchaser, by signing Page 1, binds the Purchaser and the Forest Service, acting through the Contracting Officer, to the contract terms.

1. The boundaries of the sale area, payment unit, and any cutting or harvesting areas are as shown on the attached sale area map, which is made a part of this contract. All sale area map detail indicating location is approximate; therefore, actual locations, as the Forest Service has designated on the ground, take precedence over the sale area map. The location of the sale area and its estimated acreage are shown on Page 1.

Valid claims are excluded from the sale area, unless the claimant authorizes, in writing, timber cutting or product harvesting on the claim, except for valid claims on which timber cutting or product harvesting is authorized under the Act of July 23, 1955 (30 USC 612, 613, and 614).

2. The Purchaser's failure to execute and return this contract in conformance with the terms, conditions, and requirements contained in the Contracting Officer's letter of award shall constitute repudiation of the Purchaser's bid and breach of this contract. The Purchaser agrees that the Purchaser's bid guarantee, if required in the advertisement, shall be retained by the Contracting Officer to be applied toward damages due the United States.

3. The Purchaser shall complete all requirements of this contract prior to the termination date. A time extension may be granted at the discretion of the Contracting Officer if the Purchaser has operated in a diligent manner.

4. The Forest Service has determined the estimated quantities of included products listed on Page 1 prior to award of this contract. The Contracting Officer or designee will determine any additional designated products prior to felling or harvesting during the term of the contract. The Forest Service makes no representation, warranty, or guarantee of the accuracy of the estimate.

5. This contract is non-transferable.

6. No Congress Member or Resident Commissioner shall benefit from this contract unless made with a corporation for its general benefit (18 USC 431,433).

7. The conditions of this contract are completely set forth, and none of its terms can be varied or modified, except by written agreement between the Purchaser and the Contracting Officer approving the contract, or the Contracting Officer's successor, or superior officer, and in accordance with the regulations of the Secretary of Agriculture.

8. No Purchaser, contractor, subcontractor, agent, or employee shall discriminate in performance of this contract against any person on account of race, color, religion, age, sex, or national origin.

9. The Forest Service agrees to sell and the Purchaser agrees to purchase, cut or harvest, and remove all included products described on Page 1. Designation(s) for cutting is (are) shown in Other Conditions. Title to all timber or forest products included in this contract shall remain with the United States until its estimated quantities have been determined by the Contracting Officer or designee and paid for and removed from the sale area by the Purchaser. The Purchaser shall not cut or harvest any timber or forest products until the Contracting Officer or designee has determined the estimated quantities and the timber or forest products has been paid for by the Purchaser.

The Purchaser shall cut or harvest and remove included products in strict accordance with the conditions on Page 1, the General Conditions, and with all conditions and requirements in the attached Other Conditions,

which are hereby made a part of this contract, and with the regulations prescribed by the Secretary of Agriculture.

The Contracting Officer or designee may designate additional timber products, if included products is timber, not included in the original volume estimate for cutting within the sale area, as needed to utilize damaged trees, trees to be removed in authorized clearings, or trees unnecessarily damaged or cut by the Purchaser. The Purchaser shall pay for additional timber at rate per products and associated charges per unit of measure listed on Page 1, in addition to any payments for liquidated damages under General Condition 15 and/or in Other Conditions. The additional timber will become included products when designated by the Contracting Officer or designee.

The Contracting Officer or designee and the Purchaser may agree in writing to make minor adjustments in boundaries of cutting units or in the timber individually marked for cutting.

10. As a further guarantee of the faithful performance of the provisions of this contract, the Purchaser shall maintain a cash performance bond in the amount listed on Page 1.

11. The Purchaser shall pay to the USDA Forest Service by the time the contract is required to be executed and returned by the Purchaser, the total sale value for total products and total associated charges stated on Page 1, for product values which includes sale area betterment funds (Act of June 9, 1930, 16 USC 576b), slash disposal funds (Act of April 24, 1950, 16 USC 490), and road maintenance deposits, if any.

12. The Contracting Officer or designee may, in writing, suspend operations on the sale area, including removal of included products, if the Purchaser violates contract requirements, or the Contracting Officer may terminate this contract for the Purchaser's serious or continued violations of its terms.

The Purchaser agrees to interrupt or delay operations under this contract, in whole or in part, upon the written request of the Contacting Officer: (a) to prevent serious environmental degradation or resource damage that may require termination of the contract, (b) to comply with a court order, or (c) upon determination of the appropriate Regional Forester, that conditions existing on this contract area are the same as, or nearly the same as, conditions existing on contract(s) named in such an order as described in paragraph (b).

13. The Contracting Officer may terminate this contract, without liability to the Government, to prevent serious environmental degradation, to comply with a court order, or for the convenience of the Government.

14. All monies paid under the contract shall, upon the Purchaser's failure to fulfill the terms of the contract, be retained by the Contracting Officer to be applied toward completion of Purchaser's uncompleted work or damages due the United States.

15. The Purchaser shall pay for unnecessary damage to or negligent or willful cutting of merchantable timber, if timber is an included product, meeting utilization standards on Page 1 at an amount equivalent to the bid rate. In view of the difficulty in determining the actual damage to the United States, the amounts specified above shall be considered liquidated damages; provided, that, if such damage involves small amounts of material, and in the judgment of the Contracting Officer or designee, is justified by existing conditions, the payments may not be required. In addition to liquidated damages, if designated for removal by the Contracting Officer or designee under General Condition 9, the Purchaser shall make payments at the rate per products listed on Page 1 for timber meeting utilization standards and for associated charges for the total quantity of material involved.

The Contracting Officer or designee shall determine rates for products per unit of measure for standing timber or other forest products if they are not included products using standard Forest Service appraisal methods.

The right, title, and interest to any product for which payment of liquidated damages has been made or which has been regularly paid for, cut, but not removed, shall remain in or revert to the United States, if not removed from the sale area at the expiration or termination of this contract.

16. This contract is subject to The Contract Disputes Act of 1978 (Pub. L. 95-563). Purchaser claims under this contract shall be submitted in writing to the Contracting Officer not later than 60 days after receipt of the Contracting Officer's written notice to the Purchaser that the sale is closed.

17. The Purchaser shall obtain certifications from its lower tier participants regarding debarment, suspension, ineligibility, and voluntary exclusion (7 CFR 3017.510). The Purchaser shall provide a copy of such certifications to the Contracting Officer at the Contracting Officer's written request.

18. The Contracting Officer may designate in writing a Forest Service Representative to: (a) receive notices in regard to performance under this contract, (b) take action in relation to this contract, and (c) be readily available to the area of harvest operations.

The Contracting Officer or the Forest Service Representative may designate other Forest Service on-the-ground representatives. The Contracting Officer or Forest Service Representative shall name these persons in writing along with their specific contractual responsibilities and authority and the Contracting Officer shall provide a copy to the Purchaser. The Contracting Officer shall make these delegations within 30 days of award of the contract.

19. The Purchaser shall buck harvested trees, if trees are included products, to use the entire merchantable stem, cut stumps no higher than the maximum specified on Page 1 when measured on the uphill side, and use material to the minimum utilization standards listed on Page 1.

20. The Purchaser and Purchaser's employees shall take reasonable action to prevent and suppress forest fire. Further, the Purchaser, in all phases of logging or harvesting operations, shall protect insofar as practicable: all land survey corners, telephone lines, ditches, fences, and other improvements. If the Purchaser's operations damage such improvements under this contract, the Purchaser shall restore these improvements immediately to the condition existing immediately prior to operations. The Purchaser shall handle slash and other refuse as listed in Other Conditions. The Purchaser shall pay for road maintenance commensurate with the Purchaser's use. The Purchaser shall promptly restore roads or trails damaged through such use. Specific road maintenance requirements are listed in Other Conditions and costs are included in associated charges listed on Page 1.

The Purchaser's use of existing roads may be restricted, as indicated on the sale area map and in the Other Conditions.

The Purchaser shall comply with the rules and regulations governing operation on premises that are occupied, and the Purchaser shall perform the contract in a manner that will not interrupt or interfere with the conduct of Forest Service business.

1# - PRODUCT DESIGNATION *(07/1998)*

The Forest Service designated timber or forest products for cutting or harvesting prior to award of this contract. The designated timber or forest products is confined to the sale area and has been designated in the following manner: **Blue painted horizontal slash mark at DBH on high and low sides of the bole of the tree. Blue painted stump mark where the bole and the forest floor meet.**

4 - PRODUCT IDENTIFICATION *(11/1999)*

Before removal from the sale area, unless the Contracting Officer determines that circumstances warrant a written waiver or adjustment, (a) all products 8 feet or more in length and 1/3 or more sound shall be hammer branded on each end that is 7 inches or more in diameter and (b) all domestic processing products 8 feet or more in length and 1/3 or more sound shall be painted with a spot of highway-yellow paint on each end that is 7 inches or more in diameter. Each paint spot must be not less than 3 square inches in size.

The Contracting Officer shall assign brands and brands shall be registered with the State, if the sale area is within a State that maintains a log brand register. The Purchaser will furnish and apply highway-yellow paint of a lasting quality (oil-base or equivalent).

All hammer brands and/or highway-yellow paint must remain on logs until they are domestically processed. If the identifying marks are lost, removed, or become unreadable, they shall be replaced. The Purchaser may remanufacture products into different log lengths. Except for logs remanufactured as part of the mill in-feed process immediately before processing, remanufactured products must be re-branded with the assigned sale brand and repainted with highway-yellow paint, unless otherwise agreed to in writing by the Contracting Officer. For such remanufactured products, the Contracting Officer may approve use of a brand to be used exclusively as a catch brand, in lieu of the assigned sale brand.

5 - USE OF TIMBER *(07/1998)*

This contract is subject to the Forest Resources Conservation and Shortage Relief Act of 1990 (16 USC 620, et seq.). Except for species determined to be surplus, unprocessed logs originating from federal lands west of the 100th meridian, shall not be exported from the United States nor used in direct or indirect substitution for unprocessed logs exported from private lands by the Purchaser or any person as defined in the act. Prior to delivering such unprocessed federal logs to another party, the Purchaser shall require each buyer, exchangee, or recipient to execute an acceptable agreement, that shall: (a) identify the federal origin of the logs, (b) specify domestic processing for the logs involved, (c) require the execution of such agreements between the parties to any subsequent transactions involving said logs, (d) require that all hammer brands and/or yellow paint must remain on logs until they are either legally exported or domestically processed, whichever is applicable, and (e) otherwise comply with the requirements of the act.

6 - EROSION CONTROL *(07/1998)*

The Purchaser shall: (1) not operate equipment when soil conditions are such that excessive damage will result, as determined by the Contracting Officer or designee; (2) construct erosion control structures, as needed to control erosion as determined by the Contracting Officer or designee; (3) repair promptly any existing erosion control structures damaged by the Purchaser's operations; (4) complete seasonal erosion control work prior to suspending operations; and (5) perform other soil erosion control work that may be required under this contract.

14 - EQUIPMENT CLEANING *(07/2000)*

Unless the entire sale area is already infected with noxious weeds, the Purchaser shall ensure that, prior to moving on to the sale area, all off-road equipment, which last operated in areas known by the Forest Service to be infected with noxious weeds, is free of soil, seeds, vegetative matter, or other debris that could contain or hold seeds. The Purchaser shall certify in writing that off-road equipment is free of noxious weeds prior to each start-up of timber sale operations and for subsequent moves of equipment to sale area. Measures taken to ensure that off-road equipment is free of noxious weeds will be identified. Off-road equipment includes all logging and construction machinery, except for log trucks, chip vans, service vehicles, water trucks, pickup trucks, cars, and similar vehicles. A current list of noxious weeds of concern to the Forest Service is available at the Forest Supervisor's Office.

The Purchaser must clean off-road equipment prior to moving between cutting units on this timber sale that are known to be infested with noxious weeds and other units, if any, that are free of such weeds. Sale area map shows areas, known by the Forest Service prior to timber sale advertisement, that are free of specific noxious weeds species of concern.

The Purchaser shall employ whatever cleaning methods are necessary to ensure that off-road equipment is free of noxious weeds. Equipment shall be considered free of soil, seeds, and other such debris when a visual inspection does not disclose such material. Disassembly of equipment components or specialized inspection tools are not required.

The Purchaser shall notify the Forest Service at least 5 working days prior to moving each piece of off-road equipment on to the sale area, unless otherwise agreed. Notification will include identifying the location of the equipment's most recent operations. If the prior location of the off-road equipment cannot be identified, the Forest Service may assume that it was infested with noxious weed seeds. Upon request of the Forest Service, the Purchaser must arrange for the Forest Service to inspect each piece of off-road equipment prior to it being placed in service.

If the Purchaser desires to clean off-road equipment on National Forest land, such as at the end of a project or prior to moving to a new unit that is free of noxious weeds, the Purchaser and the Forest Service shall agree on methods of cleaning, locations for the cleaning, and control of off-site impacts, if any.

New infestations of noxious weeds, of concern to the Forest Service and identified by either the Purchaser or the Forest Service, on the sale area or on the haul route, shall be promptly reported to the other party. The Purchaser and the Forest Service shall agree on treatment methods to reduce or stop the spread of noxious weeds when new infestations are found.

15# - SLASH TREATMENT *(04/2003)*

Slash is defined as logs, tops, limbs, and other woody material, exclusive of stumps, which is created by the logging operation and remaining on the ground after logging. In areas where Purchaser-created slash is intermingled and inseparable with pre-existing slash, slash disposal requirements shall apply to the pre-existing slash as well as the Purchaser-created slash. Such areas are designated in the Purchaser Slash Responsibility Table herein.

Slash created in the construction of Specified Roads shall not be considered as logging slash in this Section.

Unless otherwise agreed in writing, Purchaser shall perform the following work described below and/or as shown on the Sale Area and Slash Disposal Map.

Forest Service and Purchaser shall jointly develop a schedule for completion of slash treatment on the various portions of the sale area.

See Purchaser Slash Responsibility Table

17 - DEBARMENT AND SUSPENSION CERTIFICATION *(03/2018)*

For contracts advertised after 3/17/2018, this provision supersedes general condition #17 in contract.

Pursuant to 2 CFR 180 and 2 CFR 417, Purchaser shall certify and obtain certifications from its Subcontractors regarding debarment, suspension, ineligibility, and voluntary exclusion, including additional Subcontractors obtained after award of this contract. "Subcontractors" are participants in lower tier covered transactions.

Purchaser may rely upon a certification of a prospective Subcontractor that it is not proposed for debarment under 48 CFR 9.4, debarred, suspended, ineligible, or voluntarily excluded from participating in covered transactions or timber sales, unless Purchaser knows that the certification is erroneous.

Purchaser shall keep the certifications of its Subcontractors on file until timber sale Termination Date and any extensions thereof, and will provide a copy at the written request of Contracting Officer. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this Subsection. The knowledge and information of Purchaser is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

If Purchaser knowingly enters into a timber sale transaction with a person who is proposed for debarment under 48 CFR 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in covered transactions or timber sales, in addition to other remedies available to the Government, Forest Service may pursue available remedies, including suspension and/or debarment.

Contracting Officer shall provide a copy of Forms AD-1047, Certification Regarding Debarment, Suspension and Other Responsibility Matters-Primary Covered Transactions, and AD-1048, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions to the Purchaser.

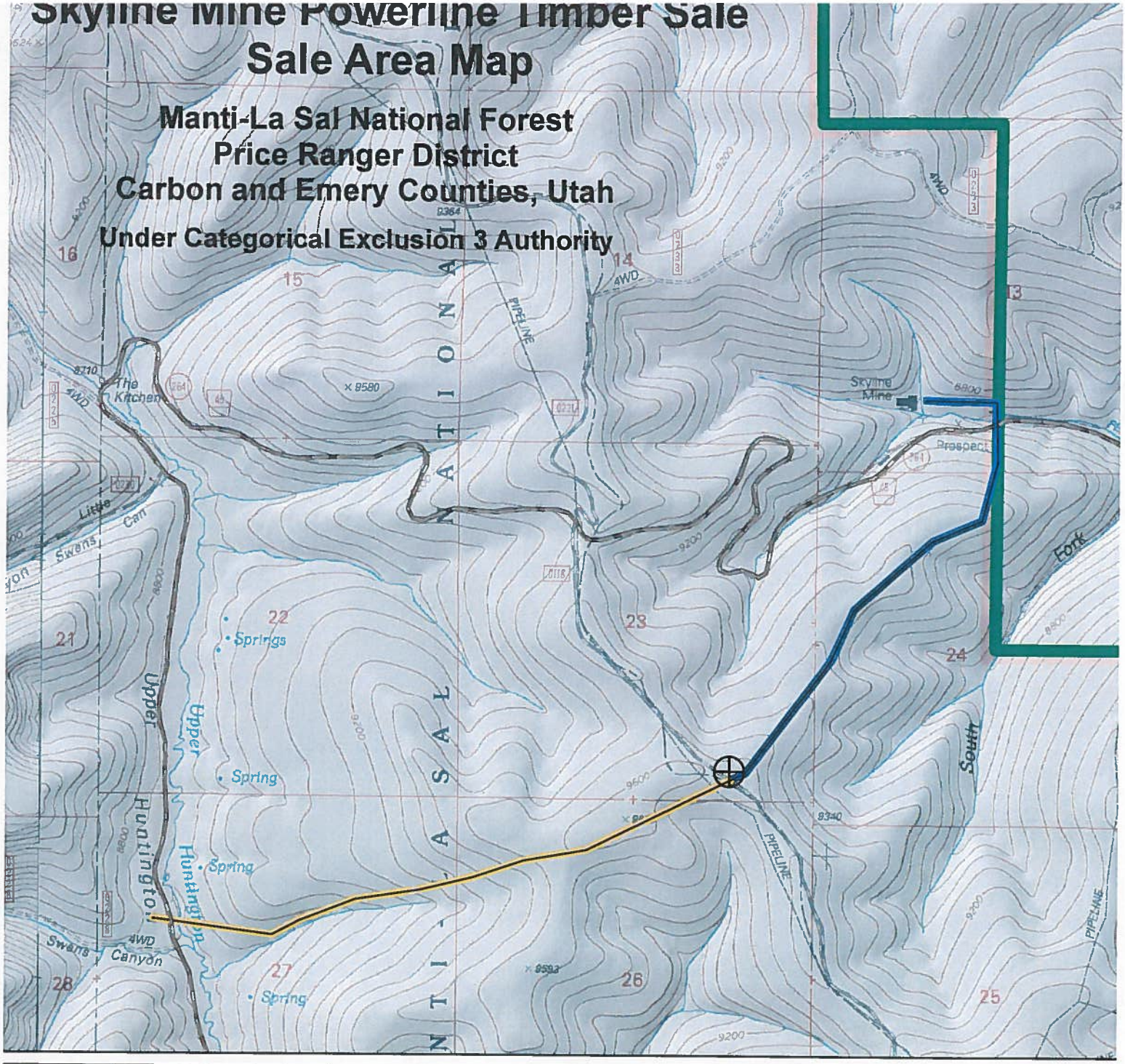
Purchaser shall complete form AD-1047 and provide to the Contracting Officer upon request.

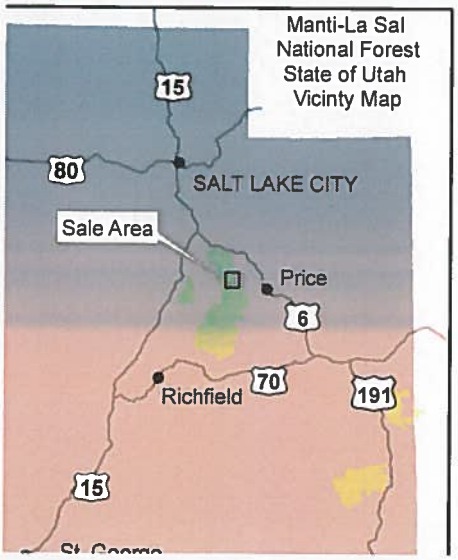
Purchaser shall require each subcontractor to complete form AD-1048 and provide to the Contracting Officer upon request.

Skyline Mine Powerline Timber Sale
Sale Area Map

Manti-La Sal National Forest
Price Ranger District
Carbon and Emery Counties, Utah

Under Categorical Exclusion 3 Authority





0 0.125 0.25 0.5 0.75 1 Mil

Legend

- Deck_Site_Option_1
- Highway 264
- Official Route
- Forest Boundary
- Section - 1
- Section - 2

N W E

Township 13 South
Range 6 East
Sections:
13, 23, 24, 26, and 27

I. SLASH TREATMENT Sections 1 and 2)

a. Treatment of construction slash 3 to 8-inches in diameter shall be accomplished by the following methods:
   1. Scattering: Construction slash shall be scattered outside the clearing limits. All logs shall be limbed and placed away from trees, positioned so they will not roll, and not be placed on top of one another. Construction slash shall be scattered to reduce slash concentrations and not be greater than 18 inches in height.
   2. Placing Slash on Embankment Slopes: Construction slash shall be placed on completed embankment slopes to reduce soil erosion. Construction slash shall be placed as flat as practicable (no greater than 18 inches in height) on the completed slope.

b. Construction slash less than 3 inches in diameter and 3 feet in length may be scattered within the clearing limits.

c. No construction slash shall be deposited in streams or streambeds. Construction slash that has inadvertently fallen into drainage features shall be removed immediately.

d. In section 1 only (see Sale Area Map) merchantable timber may be used for land rehabilitation and erosion control and scattered along the clearing Right of Way (ROW) and shall not be higher than 24 inches of the surface and in sections no longer than 40 feet. Logs must be de-limbed to lay flat on the forest floor.

II. CLEARING AND GRUBBING (Sections 1 and 2)

a. All trees, brush, shrubs, stumps, roots, and other vegetative material and debris within the designated clearing limits shall be cleared, grubbed, removed, and disposed of as described in the following paragraphs.

b. Clearing slash shall be treated in accordance with the "Slash Treatment" section below.

III. UTILIZATION OF TIMBER (Sections 1 and 2)

a. Merchantable timber is timber that meets Utilization Standards. Utilization Standards shall be trees larger than 8 inches in diameter measured at DBH (Diameter at Breast Height).

b. Utilization and Removal of Timber: Trees that meet "Merchantable Timber" standards shall be treated as follows:
   1. Option 1: Logs meeting utilization standards shall be limbed and decked. Decking shall be done in such a manner that logs are piled parallel one to the other, can reasonably be removed by standard log loading equipment, will not damage standing trees, and will not roll. Decks shall be free of brush and soil. Decks shall be removed in the same season logs are decked. Deck swill be placed along trough springs road (see Sale Area Map).
   2. Option 2: Removal from Government Land. Merchantable timber, designated for removal, shall become the property of the contractor after payment for stumpage at current stumpage rates and removed from Government land. Payment is required before harvest.
   3. Option 3: Logs meeting utilization standards shall be masticated and scattered along the disturbed clearing area. Masticated material will not be concentrated and be no greater than 4 inches deep.