



0051

STATE OF UTAH
NATURAL RESOURCES
Oil, Gas & Mining

Scott M. Matheson, Governor
Temple A. Reynolds, Executive Director
Dr. G. A. (Jim) Shirazi, Division Director

4241 State Office Building • Salt Lake City, UT 84114 • 801-533-5771

June 9, 1983

Dr. John Rice
Vegetation/Soils Section Manager
Bio/West, Inc.
P. O. Box 3226
Logan, Utah 84321

RE: Contract No. 83-5367
Consolidation Coal Company
Emery Deep Mine
ACT/015/015, Folder No. 2
Emery County, Utah

Dear Dr. Rice:

Enclosed please find a signed original copy of the above-cited contract with the Division, for your records.

The Division is in receipt of your June 6, 1983 invoice and is currently processing it.

Should you have any questions regarding the contract or invoicing, please contact the Division.

Sincerely,

A handwritten signature in cursive script that reads "Mary M. Boucek".

MARY M. BOUCEK
RECLAMATION BIOLOGIST

MMB/btb

Enclosure

cc: J. Smith, DOGM

CONTRACTUAL AGREEMENT

between

UTAH STATE DIVISION OF OIL, GAS & MINING
DEPARTMENT OF NATURAL RESOURCES & ENERGY

and

BIO/WEST, INC.

*File
Emergency Deep
ACT/015/015
#2
June 6, 1983*

This Contract is made this 2nd day of May, 1983, between Oil, Gas and Mining, a division within the Department of Natural Resources and Energy, and Bio/West, Inc., P. O. Box 3226, Logan, Utah 84321, hereinafter called the Contractor.

In consideration of the mutual promises herein contained and other good and valuable consideration, the parties agree as follows:

1. The Contractor/Consultant agrees to perform the work tasks as specified in Appendix A, pages 1-5, which is herewith made a part of this Contractual Agreement.
2. The total cost of services performed pursuant to this Contractual Agreement shall not exceed \$8,994.20 as set forth in Appendix B, which is herewith made a part of this Contractual Agreement.
3. Vouchers for reimbursement of expenditures under this Agreement must be filed promptly with the Division of Oil, Gas and Mining by the tenth day of the month following the month in which services have been performed.
4. The Contractor shall be an independent contractor, and as such shall have no authorization, expressed or implied, to bind the Division of Oil, Gas and Mining to any agreement, settlement, liability, or

understanding whatsoever, nor to perform any acts as agent for the Division of Oil, Gas and Mining except as herein expressly set forth.

5. The parties agree that this Contract may be terminated under the following conditions:

a. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner any of the obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the Division of Oil, Gas & Mining shall thereupon have the right to terminate this agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof.

b. The Division of Oil, Gas and Mining may terminate this Agreement upon thirty (30) days written notice to the Contractor in the event the United States Department of the Interior, Office of Surface Mining, through Grant No. G5133493, fails to appropriate sufficient funds to the Division of Oil, Gas and Mining to meet its obligations under this Agreement. In such event, the Contractor shall be entitled to receive just and equitable compensation of any satisfactory work completed up to the time of termination.

6. The Contractor agrees to indemnify and hold harmless the State of Utah, the Division of Oil, Gas & Mining, and their officers, agents and employees from and against any and all losses, damages, injury, liability and claims therefore, including claims for personal injury or death, damages to personal property and liens of workmen and

materialmen, howsoever caused, resulting directly or indirectly from the performance of this Agreement by the Contractor, its subcontractors, employees.

- 7. The terms of this Contractual Agreement shall run from the date of the said Contractual Agreement until March 31, 1984, but may be amended or otherwise modified on the written consent of both parties.
- 8. The Contractor shall, in performing the terms granted by this Contractual Agreement, comply with the provisions of all applicable laws, rules and regulations and in particular with Regulations 100-1-1, Section 1, passed by the Industrial Commission of Utah on March 10, 1965, which implements the Utah Anti-Discrimination Act of 1965.
- 9. The Contractor shall not have the right to assign or subcontract any work under this Contractual Agreement in whole or in part, with the exception of work to be performed by Richardson Associates as outlined in Attachment B, without the prior written consent of the Division of Oil, Gas and Mining.
- 10. This Agreement shall be governed by and interpreted under the laws of the State of Utah.

CONTRACTOR

DIVISION OF OIL, GAS AND MINING

James F. [Signature]
Authorized Signature

G. A. Shirazi
G. A. Shirazi, Director

Title: President
Date: May 10, 1983

Date: May 21, 1983

APPROVED AS TO AVAILABILITY OF FUNDS
STATE DIVISION OF FINANCE

E. H. Findlay

Eugene H. Findlay,
State Finance Director

Date 6 June 83

DEPARTMENT OF NATURAL RESOURCES
AND ENERGY

Temple A. Reynolds

Temple A. Reynolds,
Executive Director

Date 5/6/83

APPROVED AS TO FORM
David L. Wilkinson,
Attorney General

By: *Richard W. Roberts*
Assistant Attorney General

APPENDIX A

Contract No. _____

Statement of Work: Apparent Completeness Review; Determination of Completeness; Technical Analysis

A. Background

Consolidation Coal Company submitted a Mining and Reclamation Plan (MRP) for its Emery Deep Mine on March 23, 1981 to the Utah Division of Oil, Gas and Mining (DOGM) and the federal Office of Surface Mining (OSM) in order to comply with Federal and State permit program requirements. The Emery Deep Mine is an existing underground mine located in Emery County, Utah, in Sections 19, 20, 21, 27, 28, 29, 30, 31, 32 and 33, Township 22 South, Range 6 East, SLM. A major modification to this MRP for a preparation plant was approved in September 1982. The review and approval of this modification incorporates many of the aspects of the overall MRP review which will be conducted by the contractor. Diligent efforts are to be made by all parties to complete the assessment of the mine plan so that a Secretarial Decision and a State Decision can be made on the permit by mid-1984. Therefore, the contractor, as well as the OSM and the State DOGM will be under an intense schedule for accomplishing this task.

B. Objective

1. This task order provides for the formulation of a detailed Apparent Completeness Review (ACR), a Determination of Completeness (DOC) and completion of a Technical Analysis (TA) of the following MRP:

Emery Deep Mine, Consolidation Coal Company, ACT/015/015, Emery County, Utah

2. All terms and conditions of the contract shall be incorporated in this task order. The contractor shall furnish all personnel, facilities and equipment necessary to perform the work described herein.
3. Phase I Apparent Completeness Review

The contractor shall conduct a review of DOGM files to acquaint personnel with the project, shall conduct an on-site inspection of the mine and shall conduct an assessment of the MRP as identified above in order to formulate an ACR. This ACR shall consist of a written report detailing both the adequacy and deficiency of information contained in the MRP according to the Utah Coal Mining and Reclamation Permanent Program, Chapter I, Regulations Pertaining to Surface Effects of Underground Coal Mining Activities, as promulgated under the Utah Code Annotated, 40-10-1 et seq. An ACR conducted through the OSM in October 1981 shall be used as guidance in formulating the complete ACR document. The contractor shall report the results of the ACR in a final report. The final report

must identify all remaining deficiencies in the MRP and recommend the type of studies and/or data necessary to complete the plan in conformance with appropriate regulations.

This process is designed to be accomplished in a short time period but this phase of the task is to include an analysis sufficiently thorough with regard to the technical adequacy of the MRP. This written ACR report shall be presented to the DOGM for subsequent distribution to the applicant.

4. Phase II Determination of Completeness

- a. Within 30-60 days after the DOGM transmits the ACR to the applicant, the contractor will attend a meeting to discuss and/or clarify the ACR with the applicant. This meeting will be attended by representatives of the contractor, the DOGM technical staff and the applicant and will be held at the DOGM office in Salt Lake City, Utah.
- b. Within 60-90 days after the meeting as outlined in Phase II a. above, the applicant will provide to the DOGM their response, in writing, to the items of concern as detailed in the ACR. A copy of this response will be made available to the contractor immediately. The contractor shall then make a DOC of the MRP. This will be accomplished by reviewing the applicant's responses to the ACR and providing a written report on the adequacy of the submitted information and a list of any remaining information deficiencies in the MRP. The DOC report will also contain recommendations of the type of studies and/or data necessary to complete the MRP in conformance with appropriate regulations.

5. Phase III Technical Analysis

The contractor shall prepare a detailed Technical Analysis (TA) for the MRP. This phase of the task order shall only begin after notification by the DOGM to proceed with Phase III. Notice to proceed with Phase III will be given for each discipline and may be given at different times, depending on the results of Phase II. However, all disciplines will have six weeks. The TA shall be written according to the outline and format of the technical analysis part of Introduction to OSM Technical and Environmental Assessment of Mine Plans, items A-G.

The purpose of the TA is to evaluate, in an appropriately detailed and technical manner, the adequacy of the MRP in terms of environmental protection requirements and to determine compliance with bonding requirements, environmental protection performance standards and special performance standards of the Utah Coal Mining and Reclamation Permanent Program (promulgated under UCA 40-10-1 et seq.), and the regulations applicable to the coal lease. In addition, the analysis is to evaluate the adequacy of the applicant's bonding proposal.

Descriptions of the existing environment shall be concise, nonduplicative and consistent. The analysis should reference appropriate sections of the MRP in demonstrating compliance or noncompliance with the performance standards and bonding requirements. The applicant's calculations shall be reviewed and checked using an acceptable and documented method. If inadequate data are provided to determine how conclusions were reached, the data required shall be specifically identified and given to the DOGM to forward to the applicant. Where the MRP does not appear to comply with the regulations, draft stipulations shall be prepared by the contractor. The contractor shall analyze the proposal and cite appropriate sections of the MRP in a manner which enables DOGM to efficiently compare the applicant's proposal and any draft stipulations with the regulations. The results of the evaluation will assist DOGM in determining substantive compliance. Draft findings of compliance with applicable regulations shall be made by the contractor in the TA report; however, DOGM will make all final determinations of compliance.

Following the preparation of the draft TA, the contractor will be required to attend a meeting in Salt Lake City with personnel of the DOGM to discuss any amendments or changes to the TA document. Subsequent to this meeting, the contractor shall prepare a final TA report for submission to the DOGM within three weeks following the meeting.

C. Special Instructions

1. During the period of this task order, the contractor shall not contact the applicant or OSM directly; all requests to the applicant or OSM will be made through DOGM. The contractor will not release the MRP, any information contained within the plan or the results of any analyses without consent of the DOGM's Lead Reviewer.
2. The emphasis of the TA is on objective analysis and logical development of conclusions. All conclusions must be supported by references, including the MRP, data and other sources of information. If a conclusion is based on the knowledge and experience of the professional staff, this shall be stated in the analysis.
3. DOGM will make every effort to identify specific elements of the MRP that will require specialized analysis. The areas of particular concern in this MRP are ground and surface hydrology, subsidence, soils, vegetation, wildlife, land-use, reclamation, mining engineering and civil engineering. In those situations where during the TA process the contractor uncovers areas that require specialized analysis, these will be brought to the attention of DOGM for consideration and necessary adjustments to the task order. If DOGM asks for specialized analysis, any changes in the format of the products of the analysis will be specified at the time of the request.

4. It is the contractor's responsibility to ensure that the analytical procedures used by the applicant are accurately stated, that assumptions are identified, that all calculations are included and that conclusions logically follow. The methods of checking the applicant's data shall be identified.
5. To satisfactorily complete the tasks outlined in this statement of work, the contractor must supply services in the following disciplines of the earth and life sciences: mining and civil engineering, blasting, geology, surface and ground water hydrology, soil science, fish and wildlife biology and plant ecology/range management.
6. The contractor agrees that no conflict of interest exists in accepting this contract with the State of Utah, Division of Oil, Gas and Mining. By conflict of interest, it is meant that neither the contractor nor any of its personnel assigned to the fulfillment of this contract have performed work for Consolidation Coal Company, as contractor or individual, for a period of three years prior to the date of the contract, nor will the contractor accept work from Consolidation Coal Company for a period of one year following completion of the contract.
7. A copy of the MRP is available at the DOGM office in Salt Lake City and will be provided to the contractor during the period covered by this task order. The preliminary ACR performed through the OSM in 1981 will also be provided to the contractor for the completion of Phase I of this task order. The contractor will be provided with all State agency review comments pertinent to this MRP. Project files pertaining to this MRP are available at the DOGM office in Salt Lake City during the course of the work. Examples of technical analyses for MRP's prepared by DOGM staff are available at the DOGM office in Salt Lake City. A technical analysis for the major modification to this MRP, parts of which may be directly applicable to the TA to be performed during Phase III, is also available at the DOGM office in Salt Lake City.
8. A briefing session will be held in the DOGM office in Salt Lake City at the onset of Phase I of this work. A site visit at the mine will be required at this time, also, following the briefing session. A meeting will be held in Salt Lake City during Phase II a. to discuss and clarify deficiencies in the MRP with the contractor, DOGM personnel and the applicant. An additional meeting will be held in Salt Lake City during Phase III of the work at a date and time to be determined by DOGM, between the applicant, appropriate contractor's representatives and DOGM personnel. The purpose of the meeting will be to discuss any remaining deficiencies and to provide direction from DOGM for the TA.

D. Reporting Requirements

1. The contractor shall contact the DOGM Lead Reviewer on a weekly basis to discuss review progress and problems encountered. The contractor shall contact the Lead Reviewer regarding all questions concerning the MRP review process and shall send the Lead Reviewer copies of all phone logs related to this task order at the end of each week.
2. DOGM's Lead Reviewer, located in Salt Lake City, is: Mr. Lynn Kunzler, DOGM, 4241 State Office Building, Salt Lake City, Utah 84114, telephone (801) 533-5771, ext. 28.
3. Nontechnical questions regarding this task order, statement of work and contract should be addressed to Ms. Mary Boucek, DOGM, 4241 State Office Building, Salt Lake City, Utah 84114, telephone (801) 533-5771, ext. 42.
4. The following relative time schedule is for an ACR report (Phase I), DOC (Phase II), preparation and submission of draft and final TA (Phase III):

	Report		Projected Time Frame	Expected Completion Date
	Draft	Final		
Phase I ACR				
Contractor prepares and submits report to DOGM		X	30 days	June 1, 1983
DOGM reviews and transmits to applicant			15 days	June 16, 1983
Phase II DOC				
A. Applicant reviews ACR and attends meeting			30 days	July 16, 1983
B. Applicant responds to ACR; contractor reviews response and prepares DOC		X	120 days	Nov. 16, 1983
Phase III TA				
Contractor prepares TA and draft stipulations	X		60 days	Jan. 16, 1983

	Report		Projected Time Frame	Expected Completion Date
	Draft	Final		
DOG M reviews draft TA and stipulations			45 days	Feb. 29, 1984
Contractor prepares final TA report and stipulations		X	30 days	March 31, 1984

5. The contractor shall provide the DOGM Lead Reviewers with eight copies of each required report (Apparent Completeness Review, Determination of Completeness, Draft Technical Analysis, Final Technical Analysis) with one copy to be unbound and not on corporate letterhead.

APPENDIX B

Contract No. _____

COST OF SERVICES

LaborBIO/WEST

T. Twedt	28 hrs @ \$19.20	\$ 537.60
J. Rice	94 hrs @ \$16.94	1,592.36
M. Albee	60 hrs @ \$14.93	895.80
N. Hubbard	60 hrs @ \$ 8.32	<u>499.20</u>

Total BIO/WEST Labor - \$3,524.96

RICHARDSON ASSOCIATES

D. Richardson	84 hrs @ \$14.00	\$1,176.00
C. Kimball	80 hrs @ \$14.00	1,120.00
M. Jerrett	54 hrs @ \$18.00	<u>972.00</u>

Total Richardson Associates Labor - \$3,268.00

Overhead - (0.25 on BIO/WEST Labor) \$ 881.24

Travel

Airline (3 round trips, Denver to Salt Lake City and return for 2 people @ \$100 each/trip)	\$ 600.00
Per Diem - 10 man-days @ \$25/day	250.00
Mileage - 600 mi @ \$0.25/mi	<u>150.00</u>

Total Travel - \$1,000.00

Other Direct Costs

Telephone	\$ 150.00
Photocopy	120.00
Postage	<u>50.00</u>

Total Other Direct Costs - \$ 320.00

Total Labor, Overhead, Travel and Other Direct Costs - \$8,994.20