



State of Utah  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF OIL, GAS AND MINING

Michael O. Leavitt  
Governor

Ted Stewart  
Executive Director

James W. Carter  
Division Director

355 West North Temple  
3 Triad Center, Suite 350  
Salt Lake City, Utah 84180-1203  
801-538-5340  
801-359-3940 (Fax)  
801-538-5319 (TDD)

March 27, 1995

Shane Green  
Natural Resources Conservation Service  
P. O. Box 526  
Coalville, Utah 84017

Re: Summary of Expenditures, Boyer Mine Site, INA/043/008, Folder #2, Summit County, Utah

Dear Mr. Green:

As per your request, please find enclosed a summary of expenditures made at the Boyer Mine Site in Summit County. As you can see the accounting for this project has not been finalized. It is my understanding that some additional work will be accomplished at the site this year as soon as weather permits.

I hope this provides you the information you need. Please call if we can be of further assistance.

Sincerely,

A handwritten signature in black ink that reads "Daron R. Haddock". The signature is written in a cursive style with a long horizontal flourish at the end.

Daron R. Haddock  
Permit Supervisor

enclosure  
NRCS.BOY



**Boyer Mine Closure  
Summary of Expenditures**

27-Mar-95

**Project Available Balance 100,000.00**

Phase I (see attached contract # 91 1235)

Date	Vendor	Pending	Payments	Contract or P.O. Amounts	Project Balance
09/25/90	High Mountain Builders			5,052.50	
11/11/90	High Mountain Builders		5,052.50		
09/04/90	St. Printing ( bid Specs-Boyer)		169.50		
10/1/90	Cr. Sale of Boyer Spec's.		(40.00)		
<b>Total Payments Phase I</b>			<b>5,182.00</b>		<b>94,818.00</b>

**Phase II**

12/01/94	V C M Construction			94,150.00	
			#1	23,821.00	
			Invoice 09528 # 2	45,339.00	
12/28/94	YTD Payments VCM	24,990.00	69,160.00		25,658.00
<b>Total Project YTD Payments</b>			<b>\$74,342.00</b>		

**Uncommitted Balance 668.00**

Please note: Payment on VCM Purchase Order do not include Retainage

C:expboyer.wb1

8 5800 PS-01 FY91 DECEMBER 1990 NMBYER REV/EXP ACCOUNT STATUS BY ACTIVITY FICA3220

ACCOUNT DESCRIPTION	ACCOUNT CODE	ANNUAL BUDGET	YR TO DATE BUDGET	OUTSTANDING RESERVATION	OUTSTANDING ENCUMBRANCE	REVENUES/EXPENDITURES		REV/EXP	UNCOMMITTED	PCT
						CURRENT MONTH	YEAR TO DATE	UNDER/OVER YTD BGT	UNDER/OVER ANNUAL BGT	BGT REAL
OTHER CONTRACTUAL SE	6135					5,052.50	5,052.50-		5,052.50-	
PRINTING & BINDING	6182 *					129.50	129.50-		129.50-	
TOTAL CURRENT EXPENSE	6100					5,182.00	5,182.00-		5,182.00-	
TOTAL EXPENDITURES						5,182.00	5,182.00-		5,182.00-	
NET ACTIVITY (EXCLUDING COST ACCOUNTS)						5,182.00-	5,182.00		5,182.00	

Printing Specs Cost \$169.50  
 less. R & Funds Credit <40.00>  
 Actual Cost 129.50

ACTIVITY LVL 1 NMAMR AMR PROGRAM  
 ACTIVITY LVL 2 NMASD AMR STANDARD  
 ACTIVITY LVL 3 NMCPM CIVIL PENALTIES  
 ACTIVITY LVL 4 NMBYER BOYER REC(SUMMIT 043/008)

STATE OF UTAH  
 REV/EXP ACCOUNT STATUS BY ACTIVITY  
 FOR DECEMBER 1990

DIST: 5800 NR OIL GAS & MINING 173  
 HESP ORG: 5800 NR OIL GAS & MINING 173  
 RUN DATE: 01/09/91  
 ACCT PERIOD: 6 PCT YR EXP: 50  
 STATE FY: 1990-91  
 REPORT NO: PS-01 PAGE NO: 73

8 5800 PED-01 FY91 NOVEMBER 1990 NMBYER EXPENDITURE DETAIL BY ACTIVITY FICA3220

ORG	ACCT	TASK	OPT	ACT	ACCOUNT	BUDGET	EXPENDITURE	RESERVATION	R	TR	DEPT	STATE	DATE	DESCRIPTION
ACCOUNT DESCRIPTION	CODE	ADJUSTMENT	AMOUNT	ENCUMBRANCE	AMOUNT	E	CD	DOC #	DOC #					
5808 6100 BST	NMBYER	6135			5,052.50				50		580231	64089700	11/15/90	HIGH MOUNTAIN BUILDE
TOTAL OTHER CONTRACTUAL SE			6135		5,052.50									
TOTAL CURRENT EXPENSE			6100		5,052.50									
TOTAL ACTIVITY					5,052.50									
(EXCLUDING COST ACCOUNTS)														

ACTIVITY LVL 1 NMAMR AMR PROGRAM  
 ACTIVITY LVL 2 NHASD AMR STANDARD  
 ACTIVITY LVL 3 NMCPN CIVIL PENALTIES  
 ACTIVITY LVL 4 NMBYER BOYER REC(SUMMIT 043/008)

STATE OF UTAH  
 EXPENDITURE DETAIL BY ACTIVITY  
 FOR NOVEMBER 1990

DIST: 5800 NR OIL GAS & MINING 173  
 RESP ORG: 5800 NR OIL GAS & MINING 173  
 RUN DATE: 12/07/90  
 ACCT PERIOD: 5 PCT YR. EXP: 41  
 STATE FY: 1990-91  
 REPORT NO: PED-01 PAGE NO: 18

RECEIVED  
NOV 05 1990

# CERTIFICATE OF FINAL ACCEPTANCE

## UTAH DIVISION OF OIL, GAS AND MINING

PROJECT: Boyer Mine Phase I PROJECT NO. ACT/043/008  
CONTRACT NO. 91 1235

The WORK performed under the subject CONTRACT has been reviewed on this date and found to be completed.

### DEFINITION OF FINAL ACCEPTANCE

The date of final acceptance of a project is the date when the construction is completed in accordance with the Contract Documents, as modified by any change orders agreed to by the parties, so that the OWNER can occupy the project for the use for which it was intended.

Items listed on the Certificate of Substantial Completion -(NONE)-, as prepared by the Division of Oil, Gas & Mining, have been completed or corrected and verified by the OWNER as having been completed or corrected.

<u>Division of Oil, Gas &amp; Mining</u> OWNER	<u>David W. Dady</u> INSPECTOR	<u>10-23-90</u> DATE
	<u>J. Paul Lee</u> CONTRACT REPRESENTATIVE	<u>10-23-90</u> DATE
<u>High Hountain Builders</u> CONTRACTOR	<u>Vincent C. Martin</u> AUTHORIZED REPRESENTATIVE	<u>11-2-90</u> DATE

The OWNER accepts the project as complete and will assume full possession of the project or specified area of the project at:

12:00 PM (time) on October 17, 1990 (date).

<u>Division of Oil, Gas &amp; Mining</u> OWNER	<u>Samuel P. Bryant</u> ASSOCIATE DIRECTOR	<u>11-6-90</u> DATE
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C O N T R A C T

Boyer Mine Phase I  
Reclamation Construction  
Summit County, Utah  
ACT/043/008

THIS AGREEMENT, made and entered into this 25 th day of September, 1990 by and between the DIVISION OF OIL, GAS & MINING, hereinafter called the OWNER, and High Mountain Builders, a corporation authorized to transact business in the State of Utah as Co-Partnership, hereinafter called the CONTRACTOR, whose address is:

High Mountain Builders, RR 1, BOX 299A, Heber City, Utah 84032 1 - (801) 649 - 8554.

WITNESSETH: WHEREAS, the OWNER intends the WORK to include reclamation construction of the BOYER MINE, PHASE I.

WHEREAS, the CONTRACTOR agrees to perform the WORK for the sum herein stated.

NOW THEREFORE, the OWNER and the CONTRACTOR for the considerations hereinafter provided agree as follows:

**ARTICLE 1. SCOPE OF WORK.**

The SCOPE OF WORK, hereinafter the WORK, to be performed is that contained in the Drawings and Technical Specifications prepared by: the Division of Oil, Gas & Mining and entitled TECHNICAL SPECIFICATIONS: Boyer Mine Phase I; the General Specifications prepared by the Division of Oil, Gas and Mining entitled GENERAL CONDITIONS FOR RECLAMATION PROJECTS, dated June, 1988; and the Supplementary Conditions listed in the Technical Specifications cited above.

The CONTRACTOR agrees to furnish all labor, materials and equipment to complete the WORK as described the Drawings, Specifications, and addendums to the specifications which are hereby made a part of this CONTRACT by reference. It is understood and agreed by the parties hereto that all WORK will be performed as required in the Drawings and Specifications and will be subject to inspection and approval prior to final acceptance by the OWNER. The relationship of the CONTRACTOR to the OWNER hereunder is that of an independent CONTRACTOR.

**ARTICLE 2. TIME OF COMPLETION.**

The WORK under this CONTRACT shall be commenced upon notice to proceed and shall be completed within 25 calendar days after date marked on registered receipt of said Notice to Proceed and no later than November 1, 1990. WORK delays caused by weather may, at the discretion of the OWNER, extend the completion date. CONTRACTOR also agrees to the liquidated damages provisions of Article 14.

### ARTICLE 3. CONTRACT SUM.

The OWNER agrees to pay, and the CONTRACTOR agrees to accept in full performance of this contract, the sum of Five Thousand Fifty Two Dollars and Fifty Cents (\$5,052.50), which is hereinafter the BID PRICE (plus any alternatives) and which sum also includes the cost of a Performance Bond and Payment Bond for 100% of the Bid Price, said Bonds having been posted by the CONTRACTOR pursuant to State law, when applicable.

### ARTICLE 4 PAYMENT.

OWNER will promptly pay for services performed by the CONTRACTOR. Vouchers for reimbursement of expenditures under this Agreement must be filed promptly with OWNER's Representative by the tenth day of the month following the month in which WORK has been performed. OWNER will withhold from payment an amount not to exceed 10% of the total CONTRACT cost, except for Mobilization, which will have 40% withheld, until all WORK has been performed by the CONTRACTOR and is approved and accepted by OWNER.

### ARTICLE 5. INDEBTEDNESS.

Before final payment is made, the CONTRACTOR must submit evidence including lien waivers, satisfactory to the OWNER that all payrolls, materials bills, subcontracts and outstanding indebtedness in connection with the WORK have been paid or that arrangements have been made for their payment. Payment will be made without unnecessary delay after receipt of such evidence as mentioned above and Final Acceptance of the WORK by the OWNER.

### ARTICLE 6. ADDITIONAL WORK.

It is understood and agreed by the parties hereto that no money will be paid to the CONTRACTOR for any additional WORK, labor or materials, furnished unless a new CONTRACT in the form of a Change Order or a modification hereof for such additional materials or labor has been executed by OWNER and CONTRACTOR. The OWNER specifically reserves the right to modify or amend this CONTRACT and the total sum due hereunder either by enlarging or restricting the WORK through a change order.

### ARTICLE 7. ACCEPTANCE.

The WORK will be inspected for acceptance by the OWNER promptly upon receipt of notice from the CONTRACTOR that the WORK is complete and ready for inspection.

**ARTICLE 8. DISPUTES PERTAINING TO PAYMENT FOR WORK.**

Any disputes which may arise respecting the value of any WORK done, or any WORK omitted, or of any ADDITIONAL WORK which CONTRACTOR may be required to perform, or respecting any other elements involved in this CONTRACT, will be decided by the Director of the Division of Oil, Gas & Mining, acting as the OWNER.

**ARTICLE 9. TERMINATION OF CONTRACT**

- a. If the CONTRACTOR is adjudged bankrupt or if the CONTRACTOR makes a general assignment for the benefit of CONTRACTOR'S creditors or if a receiver is appointed on account of CONTRACTOR'S insolvency, or if CONTRACTOR or any of his/her Subcontractors violates any of the provisions of this CONTRACT, or if the CONTRACTOR does not perform the WORK according to the Specifications, the OWNER may serve written notice upon CONTRACTOR of its intention to terminate the CONTRACT; and unless within ten (10) days after the serving of the notice, the violation ceases, the OWNER then may take over the WORK and at the expense of the CONTRACTOR, complete it by contract or by any other method it may deem advisable. The CONTRACTOR will be liable to the OWNER for any excess cost incurred by the OWNER and the OWNER may, without liability for so doing, take possession of and utilize in completing the WORK, such materials, appliances, paint, and any other property belonging to the CONTRACTOR as may be on the site of the WORK.
- b. OWNER may terminate this Agreement upon thirty days written notice to CONTRACTOR in the event the U.S. Department of the Interior fails to grant to OWNER sufficient funds to meet its obligations under this Agreement. In such event, CONTRACTOR will be entitled to receive just and equitable compensation for any satisfactory WORK completed up to the time of termination.

**ARTICLE 10. OWNER'S RIGHT TO WITHHOLD CERTAIN AMOUNT AND MAKE APPLICATION THEREOF.**

The OWNER may withhold from payment to the CONTRACTOR an amount or amounts as, in the OWNER'S judgment, may be necessary to pay just claims against the CONTRACTOR or any Subcontractor for labor and services rendered and materials furnished in and about the WORK. The OWNER in its discretion may apply the withheld amounts on the payment of such claims. In so doing the OWNER will be deemed the agent of the CONTRACTOR and payments so made by the OWNER will be considered as a payment made under the CONTRACT by the OWNER to the CONTRACTOR and the OWNER will not be liable to the CONTRACTOR for any such payments made in good faith. Such payments may be made without prior determination of the claim or claims.

**ARTICLE 11. INDEPENDENT CONTRACTOR.**

The CONTRACTOR will be considered an independent CONTRACTOR, and, as such, has no authorization, expressed or implied, to bind the State of Utah or the OWNER to any agreement, settlement, liability or understanding whatsoever, nor to perform any acts as agent for the State of Utah, except as herein expressly set forth. The compensation provided for herein will be the total compensation payable hereunder by the State of Utah or the OWNER.

**ARTICLE 12. LIABILITY AND INDEMNIFICATION.**

It is agreed that the CONTRACTOR will at all times protect and indemnify and save harmless, the State of Utah and all institutions, agencies, departments, authorities and instrumentalities of the State of Utah and any member of their governing bodies or of their boards or commissions or any of their elected or appointed officers or any of their employees or authorized volunteers, or the private landowners who have consented to reclamation construction, as described in the general conditions of the project specifications which are included herein by reference, from any and all claims, damages of every kind and nature made, rendered or incurred by or in behalf of any person or corporation whatsoever, including the parties hereto and their employees that may arise, occur or grow out of any acts, actions, work or other activity done by the CONTRACTOR in the performance and execution of this CONTRACT.

**ARTICLE 13. SUBCONTRACTOR.**

No part of this CONTRACT may be sublet by the CONTRACTOR without the prior written approval of the OWNER.

**ARTICLE 14. LIQUIDATED DAMAGES.**

In the event the CONTRACTOR fails to complete the WORK within the time agreed upon in CONTRACTOR's schedule as set forth in Article 2, or within such additional time as may have been allowed by the OWNER, there will be deducted from any moneys due or that may become due the CONTRACTOR the sum of \$500.00 per day, for each and every calendar day beyond the agreed or extended completion day, that the WORK remains uncompleted. Such sum is fixed and agreed upon by the OWNER and the CONTRACTOR as liquidated damages due the OWNER by reason of the inconvenience and added costs of administration, engineering and supervision resulting from the CONTRACTOR's default, and not as a penalty.

The CONTRACTOR and the OWNER for themselves, their heirs, successors, executors, and administrators, hereby agree to the full performance of the covenants herein contained.

Permitting the CONTRACTOR to continue and finish the WORK or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, in no way operates as a waiver on the part of the OWNER of any of OWNER'S rights under the CONTRACT.

The CONTRACTOR was selected for this contract in accordance with the State of Utah, Division of Facilities Construction and Management's Regulations for the Procurement of Construction and Professional Services.

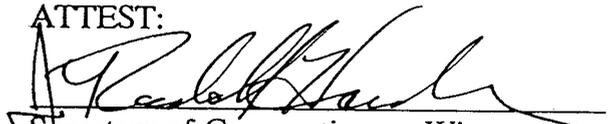
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

**FOR THE CONTRACTOR:**

  
Contractor

*Partner, High Mountain Builders*  
Title:

**ATTEST:**

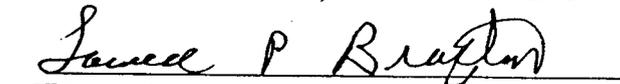
  
Secretary of Corporation or Witness

*St. Paul, Exec. DCGM*  
Title:

TAXPAYER ID #: 87-0459123

**FOR THE STATE OF UTAH:**

**APPROVED FOR AVAILABILITY OF FUNDS:  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF OIL, GAS & MINING**

  
Lowell P. Braxton, Associate Director

  
Dianne R. Nielson, Director

  
Carl Roberts, Budget/Accounting

**APPROVED AS TO FORM:  
ATTORNEY GENERAL'S OFFICE**

  
Assistant Attorney General

**APPROVED FOR EXPENDITURE:  
DIVISION OF FINANCE**

  
(for) Director of Finance

STATE OF UTAH  
 Division of Finance  
 WARRANT REQUEST

VOUCHER NO: 640897  
 BATCH NO: Y31221

DIVISION OF FINANCE NO.

NOV 15 1990

- DIST.  
 1 - Finance -- White  
 2 - Finance - Dept. -- Canary  
 3 - Dept. -- Pink

4 4 5 0 4 5  
 VENDOR NUMBER

0 /  
 1099 OR INITIALS

FY91 580231  
 DEPARTMENT NO.

VENDOR NAME HIGH MOUNTAIN BUILDERS

DEPARTMENT NATURAL RESOURCES

DIVISION DEN ABANDONED MINE RECLAMAT

ADDRESS RR 1 BOX 2992

ADDRESS TRIP CENTER, 355 WIN TBY

HEBER CITY

UT 84032-0000

INVOICE NO.	CUSTOMER ACCT#/DESCRIPTION	UNIT PRICE	AMOUNT
824564	FOR WORK COMPLETED UNDER CONTRACT 91 1235 BOYER MINE PHASE I ACT/043/00P FINAL PAYMENT.		5,052.50
CONTRACT PURCHASE - CONTRACT NO. <u>911235</u> DELEGATION NO. / OTHER PURCHASES _____			<b>TOTAL</b>  5,052.50

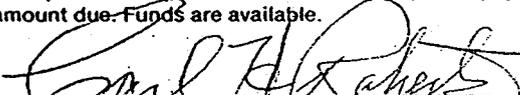
ORG.	ACCT.	TASK	OPT.	ACTIVITY	AMOUNT	RESERVATION OR ENCUMBRANCE NO.	P/C	UNITS
5808	5135	BST		NMBYER	5,052.50			

I, the undersigned, certify that the above listed items or services were required for official state use and were received, that the charges appearing hereon are correct, that no part of same has been paid and request that a warrant be drawn in payment of the amount due. Funds are available.

AUDITED BY

COMPUTATION  
 CHECKED BY

DATE

  
 DEPARTMENT HEAD OR AUTHORIZED AGENT

11/03/90  
 DATE



STATE OF UTAH  
 DIVISION OF FINANCE  
 INTER-DEPARTMENTAL TRANSFER

1851790 E026085  
 104 DIVISION OF FINANCE NO.

TC 6 1  
 01

DATE M M D D Y Y  
 [ ] [ ] [ ] [ ] [ ] [ ]

584015  
 DEPARTMENTAL NO.

24% 067584

SERVICER ORGANIZATION STATE PRINTING

COMPUTATIONS CHECKED BY  
 PRE-AUDITED BY

SERVICER (CREDIT)					
ORG.	ACCT.	TASK	OPT	ACTIVITY	AMOUNT
22	28	32	35	38	
1123	2445			WATRAD	169.50

REQUESTER ORGANIZATION

REQUESTER (DEBIT)					
ORG.	ACCT.	TASK	OPT	ACTIVITY	AMOUNT
44	50	54	57	60	66
5808					169.50

DESCRIPTION PRINTING ORDER  
 77

JOB NUMBER  
 C 93880

STATE PRINTING  
 COPY CENTER ORDER FORM

TODAY'S DATE 8-29-90		DUE DATE FRIDAY 8/31/90		COPY CENTER TRIAD	
YOUR DEPT. DOG M			YOUR SECTION		
DELIVERY ADDRESS 3 TRIAD SUITE 350				ROOM [ ]	
PERSON RESPONSIBLE RANDY HARDEN		PHONE 538-5340		SIGNATURE OF AUTHORIZED AGENT <i>[Signature]</i>	
JOB TITLE BOYER MINE PHASE I SPECS.					
NO. OF ORIGINALS <del>20</del> 98		ORIGINALS ARE <input checked="" type="checkbox"/> ONE SIDED <input checked="" type="checkbox"/> TWO SIDED		TO BE COPIED <input type="checkbox"/> ONE SIDED <input checked="" type="checkbox"/> TWO SIDED	
QUANTITY NEEDED 30		FINISHED SIZE <input type="checkbox"/> 8 1/2 x 11 <input type="checkbox"/> OTHER		COPYING METHOD <input type="checkbox"/> XEROX <input type="checkbox"/> OFFSET PRINT	
PAPER COVER STOCK 67LB BLUE			PAPER white 20LB		
PAPER Blue 20LB (PERFORATED) (Canary)			PAPER Golden Rod 20LB		
BINDING COST \$ <input type="checkbox"/> STAPLE    HOW MANY _____    WHERE ON SHEET _____ <input type="checkbox"/> SPIRAL <input checked="" type="checkbox"/> VELLO <input type="checkbox"/> GLUE <input type="checkbox"/> FAST BIND					
DRILL COST \$ <input type="checkbox"/> 3 HOLE <input type="checkbox"/> PER SAMPLE		PAD COST \$ <input type="checkbox"/> WITH CHIPBOARD <input type="checkbox"/> WITHOUT CHIPBOARD		PACKAGING COST \$ <input type="checkbox"/> BOX ONLY <input type="checkbox"/> OTHER	
SPECIAL INSTRUCTIONS: FURNISHED				COPYING COST \$ 147.00	
				BINDERY COST \$ 22.50	
JOB TYPE    QUALITY INSPECTION				<input type="checkbox"/> BACK ORDER \$ 169.50 TOTAL JOB COST	
DATE REC. ST. PRINTING		INITIAL C/M		QTY B.O.	
RECEIVED BY		DATE 9/4/90		QTY DEL.	
<input type="checkbox"/> ART. NEGS. PLATES INCL.					

STATE OF UTAH  
DEPOSIT WITH STATE TREASURER

WHITE - Finance Division  
CANARY - State Treasurer  
PINK - State Treasurer/Then Department  
GOLDENROD - Department

588008

DEPARTMENTAL NO.

TC 5 5

COLLECTING DEPARTMENT ORG. 5181010 DIVISION OF OIL, GAS & MINING  
NUMBER NAME

DATE PREPARED OCTOBER 1, 1990

DATE FUNDS RECEIVED FROM 9/24/90 TO 9/27/90

DESCRIPTION	FUND/ORG.	ACCT.	TASK	OPT.	ACTIVITY/ CHARGE I.D.	P/N	AMOUNT	UNITS
FINES AND FORFEITURES	5808	2501	BST		NMFPN		400.00	
POSTAGE	5801	6135	BST		N9MIAM		39.11	
PRINTING	5802	6182	BST		NMGADM		58.24	
<del>REFUND OF EXPENDITURE</del>	5808	6182	BST		NMBYER		<del>169.50</del>	
PBBICATIONS	5802	6185	BST		NMGADM		36.00	
PHOTOCOPIES	5801	6186	BST		N9MIAM		10.00	
PHOTOCOPIES	5802	6186	BST		NMGADM		33.30	
REFUND OF EXPENDITURE	5804	6213	BST		NMFPMT		2.11	
REFUND OF EXPENDITURE	5804	6213	BST		NMNPMT		.99	
Direct Deposits \$								
Checks \$	<u>596.05</u>	Currency \$	23.00	Coins \$	.70	TOTAL	<u>749.75</u>	

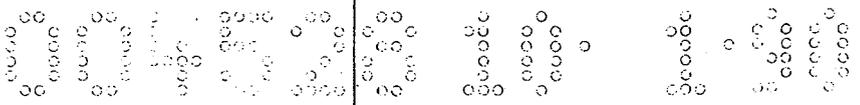
*Credit for Sale of Spec's*

TREASURER'S STAMP

619.75

Receipt Numbers from \_\_\_\_\_  
to \_\_\_\_\_

TAMMY L. GAYLER 538-5308  
PREPARED BY PHONE



DEPARTMENT HEAD OR AUTHORIZED AGENT

LEON OR LOIS McLEAN  
 BOX 267 793-3465  
 11/80 RANDOLPH, UTAH 84064

579

31-5/1240

Sept 5 1980

PAY TO THE ORDER OF Division of Oil, Gas, Mining \$ 20.00

Twenty dollars DOLLARS

ZIONS FIRST NATIONAL BANK  
 RANDOLPH OFFICE 120 NORTH MAIN  
 RANDOLPH, UTAH 84064

FOR Home #11 Leon McLean

⑆124000054⑆ 69 30356 8⑈ 0579

HIGH MOUNTAIN BUILDERS 10-87  
 RFD 1 BOX 229-A 654-2867  
 HEBER CITY, UT 84032

1796

97-154/1240

Sept 6 1980

Pay to the order of Division of oil, Gas, Mining \$ 20.00

Twenty dollars Dollars

HEBER OFFICE  
**VALLEY BANK & TRUST COMPANY**  
 P.O. BOX 68 135 S. MAIN, HEBER CITY, UT 84032

For Plais #12 Vernon C. Mott

⑈001796⑈ ⑆124001545⑆35 012161⑈

**REQUEST FOR PURCHASE ORDER  
CANCELLATION OR CHANGE**

RECENTLY BEEN CHANGE  
TO -  
PC5602000000004

TO: DIVISION OF PURCHASING

PURCHASE ORDER  
NO.

REQUESTING AGENCY: NATURAL RESOURCES  
OIL, GAS & MINING

PC56020000000001  
DATE OF 12/21/94  
CHANGE:

REASON FOR REQUEST: SUSPENSION OF PROJECT CONSTRUCTION DUE TO HARSH WEATHER  
CONDITIONS. PROJECT WILL RESUME THIS SPRING.

ATTACH A COPY OF ORIGINAL PURCHASE ORDER

AGENCY REQUESTS THE P.O. BE: ( ) COMPLETELY CANCELLED  
(X) CHANGED AS SPECIFIED BELOW (Enter changes in Item # Order)

ITEM	QUANTITY AND UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
1.	N/A	ALLOW FOR A PARTIAL PAYMENT TO BE MADE ON BID ITEMS THAT ARE NEARLY COMPLETE. (SEE ATTACHED MEMO) <i>12-25-94</i>	\$00.00	\$00.00
			PURCHASE ORDER TOTAL AFTER CHANGE:	\$ 00.00
			ORIGINAL P.O. TOTAL	\$94,150.00
			AMOUNT OF CHANGE	\$00.00

CHANGES APPROVED:

AGENCY

DIVISION OF PURCHASING

*Carl H. Roberts*

Douglas G. Richins, Director  
Division of Purchasing

Signature  
Carl H. Roberts

Type/Print Name of Signer  
Division of Oil, Gas & Mining

DATE PRINTED: 01/05/95

STATE OF UTAH

PAGE: 1

FI-NET PAYMENT VOUCHER DOCUMENT

VENDOR: 10903C  
NAME: VCM CONSTRUCTION  
ADDRESS: PO BOX 884

DOCUMENT ID: P1 560 AV122940003  
AGENCY: 560 NATURAL RESOURCES  
BATCH ID:  
USER ID: NRACR

KAMAS UT840360000 DOCUMENT TOTAL: \$69,160.00

DOCUMENT STATUS:

STATUS: ACCPT ENTRY DATE: 12/29/94 LAST USER: OFF-LINE  
APPROVALS: 00000 PROCESS DATE: 01/03/95

PAYMENT VOUCHER HEADER:

PV DATE: 12/28/94 ACCTG PRD: 95/06 BUDGET FY: ACTION: E  
SCHEDULED PAY DATE: 12/29/94 CHECK CATEGORY: SINGLE CHECK FLAG:  
PV TYPE: 1 OFFSET LIABILITY ACCOUNT: FIXED ASSETS INDICATOR:

PAYMENT VOUCHER LINES:

-PV- -----REFERENCE DOCUMENT-----

LINE	DOC	COM	VENDOR	SUB					
NUM	CODE	AGENCY	NUMBER	LINE					
NUM	CODE	AGENCY	NUMBER	LINE					
APP	ACTV	OBJT	OBJ	SRCE					
REV	REV	PROJECT	CAT	ACCT					
REPT	BS	DISC	INC	PART					
BS	ACCT	TYPE	DEC	FINAL					
DESCRIPTION	QUANTITY	AMOUNT							
01	PC	560	200000000004	01	09517	746	560	9194	
	XGRD	7316			KBYER09N		9		P
					23,821.000			23,821.00	
02	PC	560	200000000004	01	09528	746	560	9194	
	XGRD	7316			KBYER09N		9		P
					45,339.000			45,339.00	



State of Utah  
 DEPARTMENT OF NATURAL RESOURCES  
 DIVISION OF OIL, GAS AND MINING

Michael O. Leavitt  
 Governor  
 Ted Stewart  
 Executive Director  
 James W. Carter  
 Division Director

355 West North Temple  
 3 Triad Center, Suite 350  
 Salt Lake City, Utah 84180-1203  
 801-538-5340  
 801-359-3940 (Fax)  
 801-538-5319 (TDD)

December 27, 1994

TO: Rick Ashby, Purchasing Agent  
 Division of Purchasing

THRU: Lowell Braxton, Associate Director, Mining  
 Division of Oil, Gas and Mining *WB 12-28-94*

THRU: Carl Roberts, Budget and Accounting Officer  
 Division of Oil, Gas and Mining *CR 12/28/94*

THRU: Mary Ann Wright, AML Program Administrator  
 Division of Oil, Gas and Mining *MAW 12/28/94*

FROM: Dave Donnelly, Senior Reclamation Specialist  
 Division of Oil, Gas and Mining *DD*

RE: P.O. # PC5602000000001 Boyer Project AMR/043/909/C Change in Contract Specifications to Allow for Partial Payments of Bid Items Due to Winter Shutdown of Project

It is stated in the contract specifications for the Boyer Project that payment will be authorized by the OWNER for bid items only when they are complete- no partial payments will be made. Since the project had to be shut down for the winter, at no fault of the contractor, I ask that an amendment be made to the contract allowing for partial payments to be made on the following two bid items:

	Item of WORK	Estimated Quantity	Bid Price	Variation in Quantity Unit Price (\$/Unit)	Quantity Completed	Amount of Invoice
4.c)	Channel A Construction	615 ft	\$14145.00	\$23.00/ft.	553 ft	\$12,719.00
5.c)	Earthwork-- General	10,500 cy	\$18375.00	\$1.75/cy	9450 cy	\$16,537.50

This memo and the attached "Request for Purchase Order Cancellation or Change" will serve as an amendment to the Boyer project contract specifications.

dd

cc: VCM Construction

BOYER PROJECT

PROJECT BILLING SUMMARY #1

December 5, 1994

CONTRACTOR	P.O. #	GRANT AMOUNT	CONTRACT AMOUNT	INVOICE PERIOD	INVOICE NUMBER
VCM CONSTRUCTION	PC56020000000001	N/A Bond Forfeiture	\$94,150.00	Boyer Project December 1994	09517 (12/1/94)

FUND	AGENCY	LOW ORG	APPROP UNIT	OBJECT	GRANT CATEGORY	PROJECT
746	580	9194	n/a	7316	n/a	KBYER09N

	CONTRACT	CHANGE ORDER	NEW CONTRACT	OLD BALANCE	INVOICE	LESS RETAINAGE	PAY AMOUNT	NEW BALANCE	TOTAL RETAINAGE	% COMP
ACCESS IMPROVEMENT	\$300.00	\$0.00	\$300.00	\$300.00	\$300.00	\$30.00	\$270.00	\$0.00	\$30.00	100%
DEMOLITION/CLEANUP	\$6,000.00	\$0.00	\$6,000.00	\$6,000.00	\$0.00	\$0.00	\$0.00	\$6,000.00	\$0.00	0%
WATER WELL PROTECTION	\$300.00	\$0.00	\$300.00	\$300.00	\$300.00	\$30.00	\$270.00	\$0.00	\$30.00	100%
DRAINAGE CONTROL	\$22,440.00	\$0.00	\$22,440.00	\$22,440.00	\$3,375.00	\$337.50	\$3,037.50	\$19,065.00	\$337.50	15%
Temporary Controls	\$300.00	\$0.00	\$300.00	\$300.00	\$0.00	\$0.00	\$0.00	\$300.00	\$0.00	0%
Underdrain Installation	\$3,375.00	\$0.00	\$3,375.00	\$3,375.00	\$3,375.00	\$337.50	\$3,037.50	\$0.00	\$337.50	100%
Channel A Construction	\$14,145.00	\$0.00	\$14,145.00	\$14,145.00	\$0.00	\$0.00	\$0.00	\$14,145.00	\$0.00	0%
Channel B Construction	\$2,400.00	\$0.00	\$2,400.00	\$2,400.00	\$0.00	\$0.00	\$0.00	\$2,400.00	\$0.00	0%
Channel C Construction	\$2,220.00	\$0.00	\$2,220.00	\$2,220.00	\$0.00	\$0.00	\$0.00	\$2,220.00	\$0.00	0%
SITE GRADING/EARTHWORK	\$45,445.00	\$0.00	\$45,445.00	\$45,445.00	\$16,570.00	\$1,657.00	\$14,913.00	\$28,875.00	\$1,657.00	36%
Exploration Road	\$1,695.00	\$0.00	\$1,695.00	\$1,695.00	\$1,695.00	\$169.50	\$1,525.50	\$0.00	\$169.50	100%
Mine Facilities Area - Coal	\$14,875.00	\$0.00	\$14,875.00	\$14,875.00	\$14,875.00	\$1,487.50	\$13,387.50	\$0.00	\$1,487.50	100%
Mine Facilities Area - General	\$18,375.00	\$0.00	\$18,375.00	\$18,375.00	\$0.00	\$0.00	\$0.00	\$18,375.00	\$0.00	0%
Mine Facilities Area - Topsoil	\$10,500.00	\$0.00	\$10,500.00	\$10,500.00	\$0.00	\$0.00	\$0.00	\$10,500.00	\$0.00	0%
REVEGETATION	\$9,800.00	\$0.00	\$9,800.00	\$9,800.00	\$700.00	\$70.00	\$630.00	\$9,100.00	\$70.00	7%
Main Facilities Area	\$9,100.00	\$0.00	\$9,100.00	\$9,100.00	\$0.00	\$0.00	\$0.00	\$9,100.00	\$0.00	0%
Exploration Road	\$700.00	\$0.00	\$700.00	\$700.00	\$700.00	\$70.00	\$630.00	\$0.00	\$70.00	100%
FENCE REPAIR	\$4,365.00	\$0.00	\$4,365.00	\$4,365.00	\$0.00	\$0.00	\$0.00	\$4,365.00	\$0.00	0%
Fence	\$4,065.00	\$0.00	\$4,065.00	\$4,065.00	\$0.00	\$0.00	\$0.00	\$4,065.00	\$0.00	0%
Gate Installation	\$300.00	\$0.00	\$300.00	\$300.00	\$0.00	\$0.00	\$0.00	\$300.00	\$0.00	0%
MOB/DEMOBILIZATION	\$2,000.00	\$0.00	\$2,000.00	\$2,000.00	\$1,200.00		\$1,200.00	\$800.00	\$0.00	60%
BONDS	\$2,000.00	\$0.00	\$2,000.00	\$2,000.00	\$2,000.00		\$2,000.00	\$0.00		100%
INSURANCE	\$1,500.00	\$0.00	\$1,500.00	\$1,500.00	\$1,500.00		\$1,500.00	\$0.00	\$0.00	100%
TOTALS	\$94,150.00	\$0.00	\$94,150.00	\$94,150.00	\$25,945.00	\$2,124.50	\$23,820.50	\$68,205.00	\$2,124.50	28%

BOYER PROJECT

PROJECT BILLING SUMMARY #1

December 5, 1994

CONTRACTOR	P.O. #	GRANT AMOUNT	CONTRACT AMOUNT	INVOICE PERIOD	INVOICE NUMBER
VCM CONSTRUCTION	PC5602000000001	N/A Bond Forfeiture	\$94,150.00	(American Fork Area) October 1994	09617 (12/1/94)

FUND	AGENCY	LOW ORG	APPROP UNIT	OBJECT	GRANT CATEGORY	PROJECT
746	560	9194	n/a	7316	n/a	KBYER09N

TASK	ITEM	CONTRACT	CHANGE ORDER	NEW CONTRACT	OLD BALANCE	INVOICE	LESS RETAINAGE	PAY AMOUNT	NEW BALANCE	TOTAL RETAINAGE	% COMP
TLD	LAND DEVELOPMENT	\$0.00									
TRE	RELOCATION EXPENSE	\$0.00									
TPR	RELOCATION PAYMENTS	\$0.00									
TDR	DEMO AND REMOVAL	\$6,000.00	\$0.00	\$6,000.00	\$6,000.00	\$0.00	\$0.00	\$0.00	\$6,000.00	\$0.00	0%
TCI	CONST AND IMPROVE	\$82,650.00	\$0.00	\$82,650.00	\$82,650.00	\$21,245.00	\$2,124.50	\$19,120.50	\$61,405.00	\$2,124.50	26%
TEQ	EQUIPMENT	\$0.00									
TMI	MISCELLANEOUS	\$5,500.00	\$0.00	\$3,500.00	\$5,500.00	\$4,700.00	\$0.00	\$4,700.00	\$800.00	\$0.00	77%
	Total Expenditure	\$94,150.00	\$0.00	\$94,150.00	\$94,150.00	\$25,945.00	\$2,124.50	\$23,820.50	\$68,205.00	\$2,124.50	28%
TEI	ESTIMATED INCOME			\$0.00							
	Net Project Amount			\$94,150.00							

VCM construction *MM 12/28/94*  
 P.O. Box 884  
 Kamas Utah 84036

INVOICE NO. **09528**

Fund	Agency	Low Org	Approp Unit	Object	Mine Activity	Category	Project
<del>746</del>	560	9194	—	7316	XGRD	—	KBYE R09N

SOLD TO Utah Division of Oil, Gas & Mining			SHIPPED TO Boyer Project			VIA		
STREET & NO. 355 West North Temple			STREET & NO. Chauk Creek					
CITY Salt Lake City		STATE Utah	ZIP 84180	CITY Summit County		STATE Utah	ZIP	

CUSTOMER'S ORDER	SALESMAN	TERMS	P.O.#	DATE
AMR/043/909		Contract Boyer	PC56020000000001	12-21-94
Item 2	Demolition and Cleanup			6,000.00
4C	Channel A 553 lin ft @ 23.00	90% complete. D.R.		12,719.00
4D	Channel B 200 lin ft @ 12.00			2,400.00
4E	Channel C 185 lin ft @ 12.00			2,220.00
5C	Earthwork General 9,450 cu yds @ 1.75			16,537.50
5D	Earthwork Topsoil 5,250 cu yds @ 2.00			10,500.00
				# 50,376.50
Total due				
10% RETAINAGE				5,037.65
PAYMENT AMOUNT				45,338.85
				L.P.B. 12/28/94

INVOICE