Contract # _____

STATE OF UTAH CONTRACT

1. CONTRACTING PARTIES: This contract is between the following agency of the State of Utah:

Department of Natural Resources (Agency Name) 560 (Agency Code) Division of Oil, Gas and Mining (Division), referred to as OWNER,

and the following CONTRACTOR:

_____
Name

_____
Address

_____
City State Zip

_____
Contact Person

_____
Phone E-mail

LEGAL STATUS OF CONTRACTOR
- ☐ Sole Proprietor
- ☐ Non-Profit Corporation
- ■ For-Profit Corporation
- ☐ Partnership
- ☐ Government Agency

Federal Tax ID# _____
Vendor # _____
Commodity Code # _____

FI-NET Accounting Codes: White Oak Project, AMR/007/934/M

Fund	Agency	Org	Approp. Unit	Activity (Mine)	Grant Category	Project or Job
757	560	9194		NF WHK		

2. GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is to provide cutting/bagging and spraying of weeds in Carbon County, Utah, referred to as the White Oak Project.

3. PROCUREMENT: This contract is entered into as a result of the procurement process on Bid # _____, Requisition # 560 62000000001, FY2006, or the attached pre-approved sole source.

4. CONTRACT PERIOD: Effective date January 1, 2006. Termination date December 31, 2008 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any) No Renewals.

5. CONTRACT COSTS: CONTRACTOR will be paid a maximum of $_____ for costs authorized by this contract.

6. ATTACHMENT A: Division of Purchasing's Standard Terms and Conditions.

   ATTACHMENT B: Scope of Work

   ATTACHMENT C: Division of Oil, Gas & Mining's Standard Terms and Conditions.

   ATTACHMENT D: Cost Schedule.

   Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.

7. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:

   a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.

   b. Utah State Procurement Code, Procurement Rules, and CONTRACTOR'S response to Bid #_____, dated November XX, 2005 .

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

FOR THE CONTRACTOR:

ATTEST:

_____
Secretary of Corporation or Witness

CONTRACTOR:

BY: _____

NAME: _____

TITLE: _____

TAXPAYER ID #: _____

FOR THE STATE OF UTAH:

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

_____
Mark Mesch, AMR Administrator

_____
John Baza, Director

_____
Paula Dupin-Zahn, Budget/Accounting

APPROVED FOR EXPENDITURE:
DIVISION OF PURCHASING

DIVISION OF FINANCE

_____
Douglas G. Richins, Director of Purchasing

_____
(for) Kim S. Thorne, Director of Finance

Ari Menitove	(801) 538-5265	(801) 359-3940	arimenitove@utah.gov
Agency Contact	Phone Number	Fax Number	E-mail

APPROVED AS TO FORM BY
ATTORNEY GENERAL'S OFFICE
DOGM Standard Contract Form (revised 11/17/04)
Reference: Division of Finance Form FI 84 (revised 08/2002)

ATTACHMENT A
STANDARD TERMS AND CONDITIONS

1. AUTHORITY: Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the State to purchase certain specified services, and other approved purchases for the State.

2. CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE: The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

3. LAWS AND REGULATIONS: Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.

4. RECORDS ADMINISTRATION: The CONTRACTOR shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the CONTRACTOR for costs authorized by this contract. These records shall be retained by the CONTRACTOR for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The CONTRACTOR agrees to allow State and Federal auditors, and State Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

5. CONFLICT OF INTEREST: CONTRACTOR represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.

6. CONTRACTOR, AN INDEPENDENT CONTRACTOR: The CONTRACTOR shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the State to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the CONTRACTOR by the State. The CONTRACTOR shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the State for these contract services. Persons employed by the State and acting under the direction of the State shall not be deemed to be employees or agents of the CONTRACTOR.

7. INDEMNITY CLAUSE: The CONTRACTOR agrees to indemnify, save harmless, and release the State of Utah, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the CONTRACTOR's officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.

8. EQUAL OPPORTUNITY CLAUSE: The CONTRACTOR agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the CONTRACTOR agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.

9. SEPARABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.

10. RENEGOTIATION OR MODIFICATIONS: This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the same persons or by persons holding the same position as persons who signed the original agreement on behalf of the parties hereto, and attached to the original signed copy of the contract.

11. DEBARMENT: The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the State. The CONTRACTOR must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.

12. TERMINATION: Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.

13. NONAPPROPRIATION OF FUNDS: The CONTRACTOR acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse CONTRACTOR for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.

14. SALES TAX EXEMPTION: The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.

15. WARRANTY: The CONTRACTOR agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The CONTRACTOR (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the CONTRACTOR warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the CONTRACTOR's skill or judgment to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The CONTRACTOR will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the CONTRACTOR in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the CONTRACTOR will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

16. PUBLIC INFORMATION: CONTRACTOR agrees that the contract will be a public document, and may be available for distribution. And CONTRACTOR gives the State express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and

Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.

17. DELIVERY: Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the CONTRACTOR. Responsibility and liability for loss or damage will remain with CONTRACTOR until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and CONTRACTOR's warranty obligations.

18. ORDERING AND INVOICING: All orders will be shipped promptly in accordance with the delivery schedule. The CONTRACTOR will promptly submit invoices (within 30 days of shipment or delivery of services) to the State. The State contract number and/or the agency purchase order number shall be listed on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the State will be those prices listed in the contract. The State has the right to adjust or return any invoice reflecting incorrect pricing.

19. PAYMENT: Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. All payments to the CONTRACTOR will be remitted by mail unless paid by the State of Utah's Purchasing Card.

20. PATENTS, COPYRIGHTS, ETC.: The CONTRACTOR will release, indemnify and hold the State, its officers, agents and employees harmless from liability of any kind or nature, including the CONTRACTOR's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.

21. ASSIGNMENT/SUBCONTRACT: CONTRACTOR will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State.

22. DEFAULT AND REMEDIES: Any of the following events will constitute cause for the State to declare CONTRACTOR in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The State will issue a written notice of default providing a ten (10) day period in which CONTRACTOR will have an opportunity to cure. Time allowed for cure will not diminish or eliminate CONTRACTOR's liability for damages. If the default remains, after CONTRACTOR has been provided the opportunity to cure, the State may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages, if liquidated damages are listed in the contract; 4. Suspend CONTRACTOR from receiving future solicitations.

23. FORCE MAJEURE: Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

24. PROCUREMENT ETHICS: The CONTRACTOR understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63-56-73, Utah Code Annotated, 1953, as amended).

25. CONFLICT OF TERMS: CONTRACTOR Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a CONTRACTOR's website, terms listed in a CONTRACTOR quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: 1. State Standard Terms and Conditions; 2. State Special Terms and Conditions; 3. CONTRACTOR Terms and Conditions.

DOGM Standard Terms and Conditions (revised 06/11/04)
Reference: Division of Purchasing Standard Terms and Conditions (revised 11/21/03)

End Attachment A

ATTACHMENT B
SCOPE OF WORK

B.1 PROJECT OVERVIEW: The SCOPE OF WORK, hereinafter the WORK, to be performed is to cut and bag flower heads of musk thistle (carduus nutans L.), and to spray plant rosettes at two sites of approximately 50 and 10 acres each. Both sites are within 5 miles southwest of the town of Scofield, Utah. The 50-acre site is the reclaimed White Oak Mine Area. The 10-acre site is the reclaimed loadout area. Cut plants will be removed off site and disposed of properly. Additional details of the WORK are provided below.

B.2 PROJECT LOCATION: Both the reclaimed White Oak Mine Area and the reclaimed loadout area are mapped on the Scofield USGS 7.5 minute quadrangle. The formal project boundary takes in the following sections: SW ¼ Sec. 19, NW ¼ Sec. 30, and SE ¼ Sec. 8, T.13 S., R.7 E. SLBM. Access to the project area is south of the town of Scofield on SR 96. To reach the reclaimed loadout area, turn east 1.8 miles south of Scofield. The reclaimed loadout is along SR96. To reach the reclaimed White Oak Mine area, drive south on SR 96 for 2.8 miles. Turn west on SR 264 (Eccles Canyon) and drive 1.3 miles. Turn south into Whisky Canyon and proceed 1.0 miles to the reclaimed mine site. Figure 1 shows the locations of the reclaimed loadout and the reclaimed mine area. Figures 2 and 3 contain maps and photos of the reclaimed mine and the loadout, respectively.

B.3 REMOVE FLOWERING HEADS OF ALL MUSK THISTLE PLANTS ON SITE: Flowering heads on musk thistle plants growing in the revegetated areas must be removed, placed in plastic bags, and properly disposed of offsite. Flowering heads will be removed once per year prior to seed dispersal for three consecutive years.

Musk thistle grows from 1½ - 6 feet tall, and is covered with sharp spines on its stems and leaves. Its waxy, coarse-lobed leaves are dark green, with a yellowish or whitish spine at the tip. Its flower heads grow in disk-shaped bunches with hundreds of individual red-purple flowers. Flower heads measure 1½ - 3½ inches in diameter, which droop at a 90-degree angle from the tips of their stems when mature. A photograph of a flowering musk thistle is included as Figure 4.

B.4 APPLY HERBICIDE TO INDIVIDUAL PLANTS THREE TIMES PER YEAR FOR THREE CONSECUTIVE YEARS: CONTRACTOR must apply herbicide to all musk thistle rosettes within the reclaimed mine and loadout areas. Spraying shall occur approximately every 30 days during the growing season (June, July, and August), unless otherwise approved by OWNER. The herbicide(s) used and their concentrations shall be approved by OWNER, and must be applied in accordance with its (their) specific instructions. Contractor must be licensed to spray the following herbicides: Tordon®, Vanquish®/Clarity® or 2,4-D®, Ally® and Telar®.

END ATTACHMENT B

ATTACHMENT C
DIVISION OF OIL, GAS & MINING
CONSTRUCTION TERMS AND CONDITIONS

ARTICLE 1. TIME OF COMPLETION. The WORK under this CONTRACT shall be commenced upon notice to proceed and shall be completed within 1215 calendar days after date marked on registered receipt of said Notice to Proceed and no later than June 30, 2006 . 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 12.

ARTICLE 2. 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 3. 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 4. 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 5. 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 6. 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 7. 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 8. 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 9. 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 10. 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 and/or have consented to allow ingress or egress to a reclamation site, 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 11. SUBCONTRACTOR. No part of this CONTRACT may be sublet by the CONTRACTOR without the prior written approval of the OWNER. The CONTRACTOR and the OWNER for themselves, their heirs, successors, executors, and administrators, hereby agree to the full performance of the covenants herein contained.

ARTICLE 12. 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 $781.00 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.

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.

ARTICLE 13. DEFAULT: In the event of default by the CONTRACTOR, termination may be executed as described by the Termination for Default Clause of the DIVISION OF OIL, GAS AND MINING GENERAL CONDITIONS FOR ABANDONED MINE RECLAMATION PROJECTS.

ARTICLE 14. NONAPPROPRIATION OF FUNDS: Financial obligations of the OWNER payable after the current fiscal year are contingent upon funds for the purpose being appropriated, budgeted or otherwise made available. If funds are not appropriated or otherwise available to continue the payment, this contract may be terminated without penalty by giving thirty (30) days written notice.

ARTICLE 15. CERTIFICATIONS: PART A: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions. 1) The CONTRACTOR certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any Federal department or agency. 2) Where the CONTRACTOR is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal. PART B: Certification Regarding Lobbying. The understanding certifies, to the best of his or her knowledge and belief, the: 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

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

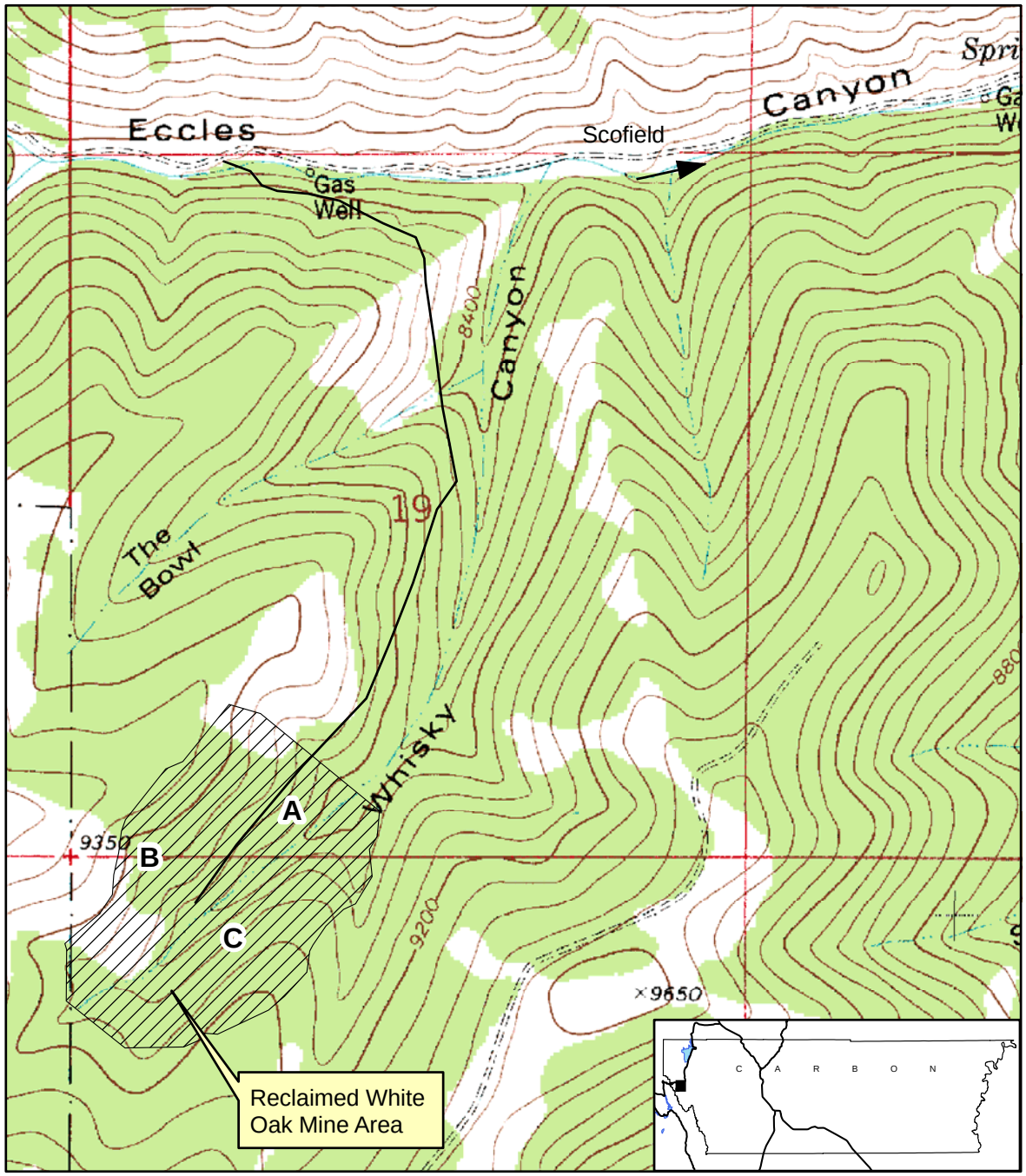
DOGM Construction Terms and Conditions (revised 09/24/03)

End Attachment C

ATTACHMENT D
COST SCHEDULE

Spraying will occur three times a year during the growing season over a three-year period for a total of nine treatments sessions.

End Attachment D



0 250 500 1,000 1,500 Feet
1:15,000
Base Map: Scofield 7.5' Quadrangle
Contour Interval: 40 feet
N

Photo looking NE at area labeled A on map

Photo looking NW at area labeled B on map

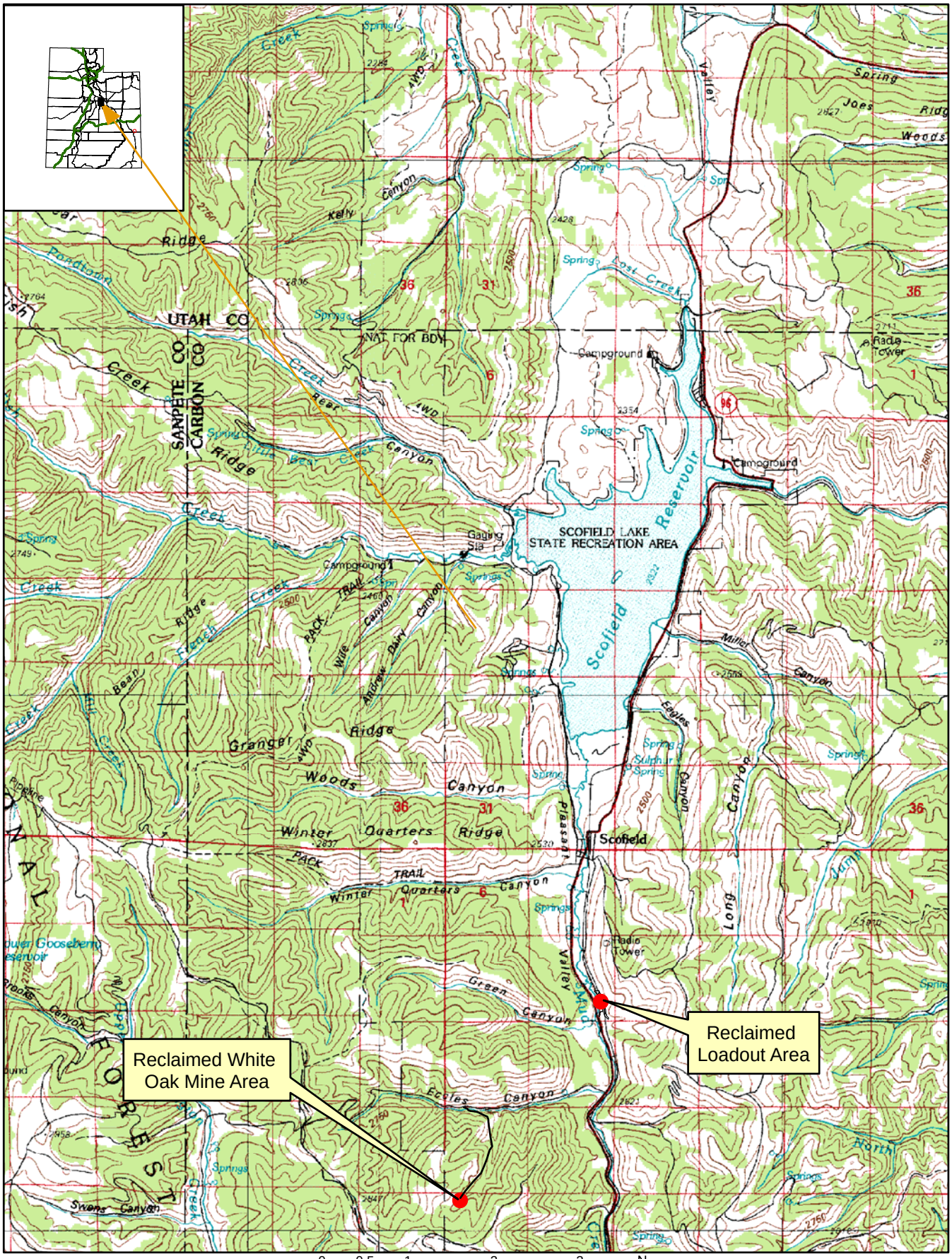
Photo looking SE at area labeled C on map

Utah Oil, Gas & Mining

WHITE OAK PROJECT
AMR/007/934/M

RECLAIMED WHITE OAK MINE AREA

FIGURE
2

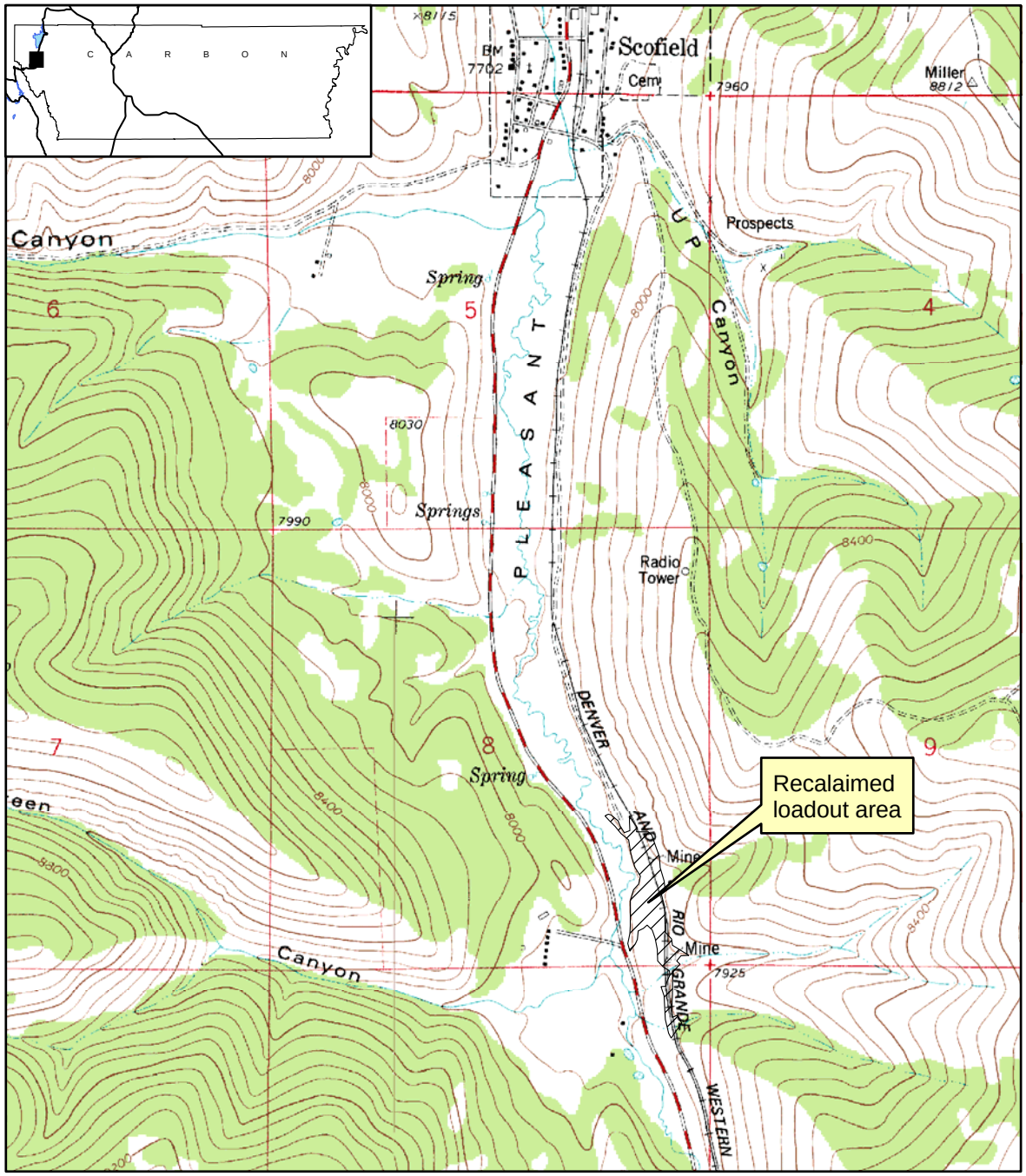


Utah Oil, Gas & Mining

WHITE OAK PROJECT
AMR/007/934/M

PROJECT LOCATION MAP

FIGURE
1



0 500 1,000 2,000 3,000 Feet

1:24,000

Base Map: Scofield 7.5' Quadrangle

Contour Interval: 40 feet

N

Photo looking E at reclaimed loadout area

Utah Oil, Gas & Mining

WHITE OAK PROJECT
AMR/007/934/M

RECLAIMED LOADOUT AREA

FIGURE
3

Figure 4. Musk thistle plant.