



**Forestry, Fire and State Lands
Facility and Land Use Agreement**

Contract # UT SES GR 17001

Incident Name: _____
Incident Number: _____
Resource Order #: _____

1. **CONTRACTING PARTIES:** This contract is between the following agency of the State of Utah:
Department Name: Natural Resources ; Division Name: Forestry, Fire and State Lands, referred to as (STATE), and the following OWNER:

U.S Department of Energy, UMTRA Site, Crescent Junction, Utah
Name (Owner / Business)
0.15 County Road 223
Address
Crescent Junction UT 84540
City State Zip

- LEGAL STATUS OF OWNER**
 Sole Proprietor (Individual)
 Non-Profit Corporation
 For-Profit Corporation
 Partnership
 Government Agency

Contact Person [REDACTED] Phone # [REDACTED]

Email: [REDACTED] Vendor # n/a Commodity Code # n/a

2. **FEDERAL FORM W-9.** Request for Taxpayer Identification Number and Certification Attached Not Required

3. Tax identification number for owner is on file with the Utah State Forestry Office. EIN or SS#: n/a

4. **GENERAL PURPOSE OF CONTRACT:** The general purpose of this contract is to provide:
Use of the construction water pond, via helicopter, to obtain water on DOE property located at Crescent Junction UMTRA site for emergency fire suppression.

5. **PROCUREMENT:** This contract is entered into as a result of a pre-approved authorization; Limited Purchasing Delegation (from the Division of Purchasing) # **LPD191**.

6. **CONTRACT PERIOD:** Effective Date: 3-1-18 Termination Date: 9-30-21 unless terminated early or extended in accordance with the terms and conditions of this contract.

7. **DESCRIPTION OF LAND/FACILITIES:** Address or specific location. If street or highway address is unavailable, use distance from nearest city, crossroads, or other significant landmark. The local description of how to get to the land/facilities is also acceptable.

Ponds: N 38 57 33.97 W 109 48 24.31 (lined holding pond) N 38 57 30.90 W 109 48 48.94 (unlined holding pond)
Load-out: N 38 57 30.90 W 109 48 23.86
UMTRA Crescent Junction Site

8. **ORDINARY WEAR AND TEAR:** Ordinary wear and tear is based on the customary use of the land/facilities, and not the use resulting from the incident.
9. **RATE:** For each n/a that the land/facilities are used, the State will pay the rate of \$0 per n/a, or provide consideration as follows: n/a. Ordinary wear and tear is included in the rate. The minimum amount guaranteed to be paid under this agreement shall be \$0, and/or not to exceed NTE \$0, regardless of the length of use. Payment shall be in accordance with the incident Agency payment procedures. Payment for a lesser period shall be prorated based on a month being 30 days and rounded to the nearest dollar.

10. **UTILITIES AND SERVICES:**

The above rate includes utility charges for the following: GAS ELECTRICITY WATER TOILET SUPPLIES

The above rate excludes utility charges. The STATE will pay to the owner the sum determined due by the STATE based on: n/a.

11. RESTORATION: Restoration beyond ordinary wear and tear. (check only one)

The above sum includes STATE restoration of land/facilities. Restoration shall be performed to the extent reasonably practical. Restoration work includes: _____.

X The above sum excludes restoration of land/facilities. Reasonable costs incurred by the owner in restoring land/facilities to their prior condition shall be submitted to the STATE.

12. ORAL STATEMENTS: Oral statements or commitments supplementary or contrary to any provisions of this Agreement shall not be considered as modifying or affecting the provisions of this Agreement.

13. CONDITION REPORTS: A joint pre and post-use physical inspection report of the land/facilities shall be made and signed by the parties; the purpose of the inspections shall be to reflect the existing site condition.

14. SPECIAL PROVISIONS:

Water will only be taken for fire suppression if level of water is sufficiently high and will not produce undue hardship to operations at UMTRA site. Helicopters will dip from middle of lined pond and take special care not to damage liner. Any damage to the liner shall be repaired by the STATE to a condition equal to or better than prior to such damage. The helicopter's bucket must be attached prior to accessing the site and at no point should the helicopter land within the site's boundary.

15. SITE DRAWING: Show the land/facilities under agreement. Include buildings, roads, paved areas, utility lines, fences, ditches, landscaping and any other physical features which help describe the area.

See attached Google Earth map.



1594 W. North Temple,
 Suite 3520,
 Salt Lake City, Utah 84116

1165 S. Hwy 191, Ste. #6
 Moab, UT 84532
 1-435-259-3766

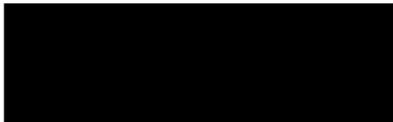
ATTACHMENT B: Pre / Post - Inspection

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

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

18. Loss, Damage or Destruction. The STATE will assume liability for the loss, damage, or destruction of facilities furnished under this Agreement, provided that no reimbursement will be made for loss, damage, or destruction when due to (1) ordinary wear and tear, or (2) the fault or negligence of the owner or the owner's agent(s).

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

	2/28/18	<u>STATE</u> 	3-14-18
Contractor's signature	Date	Agency's signature	Date
	Project Manager	Rudy Sandoval	Area FMO
Type or Print Name and Title		Type or Print Name and Title	

Rudy Sandoval	(435) 650-0114	(435) 613-3771	rudysandoval@utah.gov
Agency Contact Person	Telephone Number	Fax Number	Email

ATTACHMENT B: PRE / POST- INSPECTION

PRE-USE INSPECTION: Description or photos or condition immediately prior the STATE's occupancy.

OWNER / OWNER'S AGENT SIGNATURE:

DATE:

CONTRACTING OFFICER'S SIGNATURE:

DATE:

PRINT NAME AND TITLE:

PRINT NAME AND TITLE:

POST-USE INSPECTION: Description of photos or condition immediately following the STATE's occupancy.

CALCULATIONS: _____ UNITS x _____ RATE ADDITIONAL CHARGES: _____

TOTAL AMOUNT DUE \$ _____ STATE PURCHASE ORDER #: _____

RELEASE OF CLAIMS STATEMENT: Contract release for and in consideration of receipt of payment in the amount shown in 'total amount due'. Contractor hereby releases the STATE from any and all claims arising under this agreement except as reserved in remarks.

REMARKS (cost adjustments /settlements /other):

OWNER / OWNER'S AGENT SIGNATURE:

DATE:

CONTRACTING OFFICER'S SIGNATURE:

DATE:

PRINT NAME AND TITLE:

PRINT NAME AND TITLE:

AUTHORITY: Provisions of this contract are pursuant to the authority set forth in 63G-6, 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.

LAWS AND REGULATIONS: The Contractor and any and all supplies, services, equipment, and construction furnished under this contract will comply fully with all applicable Federal and State laws and regulations, as applicable, including applicable licensure and certification requirements.

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.

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.

EMPLOYMENT PRACTICES 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.

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.

RENEGOTIATION OR MODIFICATIONS: This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by authorized persons of the parties hereto, and attached to the original signed copy of the contract. Automatic renewals will not apply to this contract.

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 sixty (60) 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.

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.

SALES TAX EXEMPTION: The State of Utah's sales and use tax exemption number is 11736850-010-STC, located at <http://purchasing.utah.gov/contract/documents/salestaxexemptionformsigned.pdf>. 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.

PUBLIC INFORMATION: Contractor agrees that the contract, related Sales Orders, and Invoices will be public documents, and may be available for distribution. Contractor gives the State express permission to make copies of the contract, related Sales Orders, and Invoices in accordance with the State of Utah Government Records Access and Management Act (GRAMA). Except for sections identified in writing and expressly approved by the State Division of Purchasing, Contractor also agrees that the Contractor's response to the solicitation will be a public document, and copies may be given to the public under GRAMA laws. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.

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.

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 (63G-6-1002, Utah Code Annotated, 1953, as amended).

(Revision date: 12 Apr 2013)