



State of Utah

DEPARTMENT OF NATURAL RESOURCES
UTAH GEOLOGICAL SURVEY

Michael O. Leavitt
Governor

Ted Stewart
Executive Director

M. Lee Allison
State Geologist

1594 West North Temple, Suite 3110
Box 146100
Salt Lake City, Utah 84114-6100
801-537-3300
801-537-3400 (Fax)
<http://utstdpwww.state.ut.us/~ugs/>

June 27, 1997

Mack G. Croft
10562 North 6250 West
Highland, UT 84003

Dear Mack:

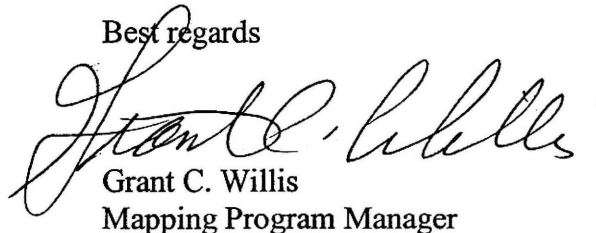
It was good to talk with you when you came in a few weeks ago. I think I have everything set up. I apologize for the slow response--we have been overwhelmed trying to meet our current contract commitments. Enclosed is a contract to map the Johnson Pass quadrangle for you to consider.

Our standard contract to complete a geologic map of a quadrangle is for \$2000. In your letter, you proposed two quadrangles, Johnson Pass and Terra. We are not able to start two contracts with the same person at the same time. Therefore, we could contract for both quadrangles for the \$2,000, or, more fair for you, have you submit a new proposal after you have shown significant progress on the first contract. You won't need to wait until the first contract is fulfilled to submit the second proposal. I'm sure you prefer the second option.

If you find the contract satisfactory, please sign and return it. We will forward it through for the proper signatures. We will send you a signed copy when it has been approved.

We have ordered the aerial photographs for the quadrangle and should have them in a few weeks.

Best regards



Grant C. Willis
Mapping Program Manager

enc.



AGREEMENT

KNOW ALL PEOPLE BY THESE PRESENTS: That this Agreement made and entered into on July 15, 1997 by and between the Utah Geological Survey, 1594 W. N. Temple, Suite 3110, Salt Lake City, UT 84114-6100, acting by and through the State Geologist, party of the first part, hereinafter referred to as the Survey, and, Mack G. Croft, 10562 N. 6250 W., Highland, UT 84003, (801) 756-6057, party of the second part, hereinafter referred to as Contractor, in the second part, hereinafter stipulated, the said parties mutually covenant and agree as follows:

1. It is the desire of the Survey to obtain the services of the Contractor to provide a publishable geologic map and manuscript covering the Johnson Pass Quadrangle, Tooele County, Utah.
2. Contractor agrees to provide the Survey with the following deliverables:
 - (1) An uncolored, ink-drafted geologic map on a mylar base copy of the corresponding USGS 7- minute, 1:24,000 topographic map of the quadrangle. The map may be hand lettered (if done legibly). No part of the quadrangle should be left unmapped and as much emphasis should be placed on mapping Quaternary deposits as with the older consolidated units. Structural contours, where applicable, should be drafted in red ink. The mapping must conform to Survey standards and practices as described in Survey publications C-85 and OF-288. (2) A hand-colored paper copy of the geologic map. (3) One or more structural cross-sections developed across the most interesting parts of the quadrangle (draft on mylar in ink and supply one colored copy). No vertical exaggeration. (4) A diagram showing the system, series, formations, map symbols, lithologic column based on thickness and resistance to erosion, and thickness of units or range of thickness in feet and meters. (5) A brief appropriate explanation for the symbols used. (6) An appropriate explanation for the symbols used. (7) A description of the stratigraphy, near-surface structural geology, economic resources, and potential geologic hazards of the quadrangle. (8) A copy of the measured stratigraphic sections, analyses, and all other geologic information collected during the project. (9) All materials, photographs, and maps, used or unused, provided by the Survey. (10) A copy of all text and tables on a "floppy" disk formatted in one of the major personal computer formats (IBM compatible ASCII text file is preferred).
3. Survey requests, but does not require, that the Contractor transfer all mapping using an analytical photogrammetric plotter that the Survey will make available at its office in Salt Lake City.
4. Contractor agrees to conduct a one-day field trip, inviting Survey staff, to explain and defend the field work.
5. Contractor agrees to: (1) Submit a written monthly report on the project and keep the Senior Geologist for Mapping informed as to progress; and (2) keep the Survey informed of a current address and phone number at all times until the

report has been published by the Survey.

6. The Contractor agrees to work and co-author this map with Survey geologists and to render the services hereinabove mentioned under the supervision of Grant C. Willis, Utah Geological Survey.
7. The services of the Contractor will begin on July 15, 1997, and continue until the required ages, charts, map and report have been completed to the satisfaction of the Survey and submitted. In no event shall this contract continue after June 30, 1999, except on approval of the Survey and upon an application by the Contractor for an extension of said project.
8. The Survey agrees to pay the Contractor \$2,000 as full and complete compensation for services rendered under the terms and stipulations of this Agreement, said compensation to include all costs for travel, equipment, or other supplies. The Contractor may receive payment of \$1000 upon completion of all requirements in paragraphs 2 and 3 and acceptance of all materials for open-filing by the Survey. Payment of the final \$1000 will be made when the Survey review process is completed and all materials are accepted as ready for publication by the Survey. The contractor must submit an invoice requesting each payment.
9. It is agreed that there shall be no restriction of the right of the Contractor to use any or all information derived from this effort in the preparation of or submission for publication of papers based on this work.
10. Any information resulting from this work shall be available to the public without any restriction or hindrance to its access.
11. It is agreed that the Survey has the right of first refusal for publication of any or all material derived from this effort.
12. Any of the said terms, conditions, or stipulations of this Agreement to the contrary notwithstanding, the work by the Contractor will be dependent upon the availability of funds to the Survey for the continuation of work upon the agreed projects. If and when the Survey should notify the Contractor that funds are not available for the continuation of said work, all work by the Contractor will submit a report to the Survey only for the work completed during the time this contract was in effect and will be paid only for the work already completed.
13. Said Mack G. Croft shall be an independent Contractor and, as such, shall have no authorization, express or implied, to bind the State of Utah or the Survey to any agreement, settlement, liability, or understanding whatsoever nor to perform any acts as agent of the State of Utah, except as herein shall be total compensation payable hereunder by the State of Utah or the Survey. Said Contractor shall not be subject to the provisions of the State Merit System Act.

14. Mack G. Croft agrees to indemnify and save harmless the State of Utah, the Survey, and their officers, agents, and employees from and against any and all loss, damage, 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.
15. The Survey may cancel this Agreement any time it shall deem the work herein specified is not being performed in accordance with the terms, conditions, or stipulations of this Agreement. Likewise, the Contractor may cancel this Agreement provided the Contractor gives the Survey written notice of such intention to cancel fifteen (15) days prior to actual termination. In the event either party terminates this Agreement, the Contractor shall only be compensated for the work completed prior to cancellation.
16. This Agreement shall be governed by and interpreted under the laws of the State of Utah.
17. No part of this contract may be subcontracted.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first hereinabove written.

UTAH GEOLOGICAL SURVEY

CONTRACTOR

DIVISION OF FINANCE

CONTRACTOR S.S. #