

Outgoing  
C0070001  
B

**From:** Priscilla Burton  
**To:** OGMCOAL; Ruger, Adrian  
**Date:** 8/12/2010 10:16 AM  
**Subject:** 007001 White Oak specifications  
**Attachments:** White Oak\_Construction\_Specs\_08112010.doc

Hello Adrian,  
These specifications are ready for your review. They are still DRAFT as there is yellow highlighting where dates need to be inserted. The appendices will be attached when the document is made into a .pdf.  
Would you like to see the appendices?  
Thanks,  
Priscilla.

Priscilla Burton, CPSSc  
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Price UT 84501  
(435) 613-3733

File in:

- Confidential
- Shelf
- Expandable

In C/0070001, Outgoing  
Date: 08/12/10, For additional information



**White Oak Stabilization Project and Reclamation Construction**  
At  
The former White Oak Mine  
Four miles south of Scofield off Hwy 264  
In Carbon County, Utah

**CONTRACT DOCUMENTS AND SPECIFICATIONS**

State Procurement Solicitation Number **XXXXX**

Fall 2010

Utah Department of Natural Resources  
Division of Oil, Gas and Mining  
1594 West North Temple, Suite 1210  
P.O. Box 145801  
Salt Lake City, Utah 84114-5801  
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File in:

Confidential

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Expandable

In C: 8070001 *Outgoing*

Date: 08/22/2010 For additional information



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# **White Oak Stabilization Project and Reclamation Construction**

State Procurement Solicitation Number **XXXXX**

Fall 2010

## **PART I INVITATION TO BID**



## INSTRUCTIONS AND INFORMATION FOR BIDDERS

With this Invitation to Bid, the Utah Division of Oil, Gas & Mining (DOGM) invites qualified bidders to participate in competitive sealed bidding for a Contract to be awarded for remediation work at the site referenced on the cover sheet and specifically discussed in the Bid Documents.

### DESCRIPTION OF THE WORK.

1. Bids are sought for reclamation construction at a reclaimed surface coal mine located in Carbon County, Utah. The work includes stream stabilization and terrace construction and includes incidental tasks such as access improvement and revegetation of disturbed areas. The reclamation construction is to be completed in accordance with this Invitation to Bid. A complete description of Work is set forth in Part III, Technical Specifications. The Bidder's attention is specifically directed to the Appendices that contain details and contract drawings. This entire Invitation to Bid must be reviewed for a complete description of the project and its requirements. Bids must include all expenses necessary to complete the Work.

After the Invitation to Bid is advertised, there shall be a 14 calendar day clarification period. Questions should be presented in a manner allowing DOGM time to respond within the clarification period. **Except for questions asked at the pre-bid (site visit) meeting, all questions must be asked in writing in BidSync. Answers to all questions, including those posed at the pre-bid conference, will be posted in BidSync. Questions asked in any other format will not be addressed.**

### BID DOCUMENTS.

2. The Bid Documents have been provided with this Invitation to Bid, which include:
  - Part I Instructions and Information for Bidders
  - Part I, page 11, Bid Form
  - Part I, pages 13 – 16, Bid Schedule
  - Part I, pages 20 – 26, Bid Submittals,
  - Part II Terms and Conditions with Exhibits "A" – "G"
  - Part III Technical Specifications
  - Part III Appendix C - Construction Drawings

Complete sets of the Bid Documents shall be used in preparing Bids. Neither DOGM nor the Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of the Bid Documents. Copies of the Bid Documents are only available for the purpose of obtaining Bids

### BID DEPOSIT OR BOND.

3. Each Bid must be accompanied by a cashier's check, a certified check, or an approved bid bond payable to the Division of Purchasing for five percent of the total amount of the Bid. Any Bid bond submitted must be provided on an approved Bid Bond Form attached on page 24. Any bid bond submitted must be issued by a surety licensed to do business in the State of Utah. Soon after the award of the Bid, the Division of Purchasing will return the deposits or bonds of all bidders

except the successful bidder. The Bid Deposit or Bond of the successful bidder will be retained until the Payment Bond and Performance Bond have been executed, approved and timely furnished, and other post-award submittals (discussed later) have been timely and properly furnished, after which the Bid Deposit or Bond will be returned. The Bid Deposit or Bond may be retained as liquidated damages if the award of the bid to the successful bidder is canceled because the Payment or Performance Bond, or other post-award submittals are not timely and properly furnished.

#### QUALIFIED BIDDERS.

4. Only Bids submitted by qualified bidders will be considered. Qualified bidders shall:

- Possess an E100 Utah State General Engineering Contractor's license;
- Have appropriate OSHA training of all its personnel that will be involved in the Work;
- Satisfy the conflicts of interest provisions of Item 87 of the General Terms and Conditions.

The Division of Purchasing reserves the right to reject any bid if the evidence submitted by, or investigation of any bidder fails to satisfy the Division of Purchasing that such bidder is properly qualified to carry out the obligations of the Agreement and to timely complete the work contemplated therein. In this manner, award will be made to the lowest responsible bidder.

#### BID FORM AND BID SCHEDULE.

5. Each bidder shall submit a fully executed total price Bid for the Work on the attached Bid Form based upon the sum of unit prices on the attached Bid Schedule (which also shall be submitted by bidder).

All blank spaces for bid prices must be filled in, in ink or typewritten, and the Bid Form must be fully completed and executed when submitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing bid. Unit prices of the Bid Schedule will govern. Only one copy of the Bid Form and Bid Schedule are required.

Whenever in this Bid document an item is defined by using a trade name or name and number of a manufacturer, it is intended that the words "or approved equal" apply. Reference to a particular product is made only for the purpose of clarification of the minimum acceptable standard. A brand meeting the specified criteria may be accepted. If Bidder lists a trade name or name and catalog number in the Bid Form or Bid Schedule, the Division assumes that the item so described meets the specifications unless the bid clearly states it is an alternate and describes specifically how it differs from the item specified. Bidder warrants that items conform to the description as quoted and shall be of good quality for the known purpose for which it is sold. This warranty is in addition to any standard warranty or service guarantee given by the Bidder, manufacturer, or as provided in Article 5 Warranties of the Terms and Conditions and other warranties called for in the Contract.

## BID SUBMITTALS.

6. In addition to the Bid Form and Bid Schedule, all required Bid submittals are to be completed and submitted by the bidder. The required Bid submittals are:
- Bid deposit or Bid Bond (bond form attached as page 23);
  - Contractor's Qualification Statement and Certification (which includes verification of contractor's license, OSHA training, and information on conflict of interest) pages 20-21;
  - Corporate Acknowledgment (if Bidder is a corporation) page 25, or Business Authorization Acknowledgment (if Bidder is not a corporation) page 26.

The Bidder shall make no additional stipulations on the submitted bidding documents or qualify its Bid in any other manner.

## SUBMISSION OF BID.

7. The preferred method of submitting your bid is electronically through BidSync. However, if you choose to submit hard copies, one original and copy must be received at the State of Utah Division of Purchasing, 3150 State Office Building, Capitol Hill, PO Box 141061, Salt Lake City, Utah 84114-1061.

When submitting a bid electronically through BidSync, please allow sufficient time to complete the online forms and upload any documents. The solicitation will end at the closing time listed in the RFP. If you are in the middle of uploading your bid at the closing time, the system will stop the process and your proposal will not be received by the system.

Electronic bids may require uploading of electronic attachments. BidSync's site will accept a wide variety of document types as attachments. However, the submission of documents containing embedded documents (zip files), mov, wmp, and mp3 files are prohibited. All documents should be attached as separate files.

If bid is delivered manually, each bid must be submitted in a sealed envelope marked on the outside as:

**Solicitation ARXXXXX**

UDNR, Division of Oil, Gas & Mining

White Oak Stabilization Project and Reclamation Construction

The Bidder's name, address, and contractor's license number shall appear on the face of the envelope.

If Bidder is a corporation, the Bidder shall complete the Corporate Acknowledgment Form attached as page 25 and shall submit it with the Bid. If Bidder is not a corporation, the Bidder shall complete the Business Authorization Acknowledgment Form attached as page 26 and shall submit it with the Bid.

No additional charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose will be paid by the State.

#### MODIFICATIONS OR WITHDRAWALS OF BIDS.

8. Bids may be modified or withdrawn by written notice received by the State of Utah, Division of Purchasing before the above scheduled time for the opening of Bids or authorized postponement thereof.

#### LATE BIDS, LATE MODIFICATIONS OR LATE WITHDRAWALS.

9. Any Bid, modification, or correction received at the address designated above and after the date and time for opening of Bids stated above is late. No late bid, late modification or late withdrawal will be considered unless received before contract award and would have been timely but for the action or inaction of personnel directly serving the procurement.

#### MISTAKES IN BIDS.

10. Mistakes in Bids shall be governed by Utah Admin. Code, R33-3-1.3-111.

#### EXAMINATION OF SITE AND DOCUMENTS.

11. Each bidder before submitting a Bid must attend one pre-bid meeting at the Site, carefully examine and be thoroughly familiar with the Bid Documents, particularly the Specification and Drawings, and be familiar with all conditions that will be encountered in performing the Work. After Bids are opened, the Bidder shall not assert that there was a misunderstanding of the nature of the Work to be done. Failure to perceive local conditions shall not be a cause for granting extra time or an adjustment in the Total Bid Price or for failure to perform any or all of the Work included in the Contract Documents in accordance with the requirements set forth therein.

By submitting a Bid, the Bidder represents that it has examined, read and familiarized itself with the requirements of the Bid Documents and the conditions governing the Work.

#### SPECIFIC CONTRACT MATTERS.

12. The Contract Terms and Conditions, including warranty and bonding requirements, inspection and acceptance requirements, and a description of the work is set forth in the Contract Documents which are incorporated as if fully set forth herein. Attention is specifically directed to the Contract requirements relating to the following:

**(A) Access to Site.** DOGM has right of entry for reclamation of the site under Utah Mining permit C/007/0001. Access is granted from DOGM for Contractor access to the Site for the purpose of this reclamation work.

**(B) Schedule and Costs.** The Contractor shall develop its schedule and the costs used in computing the Total Bid Price based upon the Contract Time. The Contract Documents require the Contractor to complete the Work in 45 calendar days from Notice to Proceed. (See Article 1 of the Terms and Conditions.) The Total Bid Price is to include necessary premium time, shift work, additional days required, procedures and similar matters in order for the Bidder to perform the Work on or before the completion date based on calendar days as specified in the Contract Documents and within the Contract Time. Bidder shall include in the Bid all costs for appropriate arrangements with any and all subcontractors necessary to complete all of the Work in a timely fashion. If the Contractor determines that an increase

in the amount of overtime originally used in computing the Total Bid Price is necessary to meet the Construction Schedule, DOGM will not allow an increase in the Contract Total Price.

**(C) Unit Price.** Payment will be made for the actual quantities of Work performed and accepted at the Contract unit price bid. The quantities appearing in the Bid Schedule are used for the comparison of bids. The quantities of Work to be done may be increased, decreased, or eliminated in their entirety by Change Order. (See Bid Schedule herein and Article 4 of the Terms and Conditions.)

#### CONSIDERATION OF BIDS.

13. Bids will be publicly opened by the Utah Division of Purchasing after 10:00 A.M., August XX, 2010. Any and all Bids may be rejected in accordance with State and if applicable Federal law. The award of the Contract is contingent upon the availability of funding. DOGM may terminate the bidding process at any time, if appropriate funding is not available or for any other reason. Bidders engage in the bidding process at their own risk, with no assurance that the Contract will definitely be awarded to anyone. The Division of Purchasing upon conferring with DOGM may waive any informalities or minor defects or reject any and all bids.

#### AWARD OF CONTRACT.

14. The Contract will be awarded to the lowest responsible and responsive bidder whose Bid meets the requirements and criteria set forth in the invitation for Bids and submits the lowest Total Contract Price Bid if all Bids are not rejected or there is not a cancellation of the solicitation.

However, the Contract between DOGM and the Contractor shall not be in force and effect until the successful bidder fulfills all of the post-award requirements discussed below and DOGM issues a Notice to Proceed.

#### POST-AWARD REQUIREMENTS.

15. After the Division of Purchasing selects the successful bidder, Purchasing will notify the successful bidder by letter of the award of the Contract.

**(A) Bonds.** The Division of Purchasing's letter giving notice of award will instruct the successful bidder to furnish to Purchasing a Performance Bond and a Payment Bond, each in the amount of 100% of the Contract total price, with a Corporate Surety approved by Purchasing. The successful bidder will have 14 calendar days to furnish the Bonds to the Division of Purchasing, using the State Bond Forms attached as Exhibit "B" to the Terms and Conditions. Performance and/or Payment Bonds will be held as security for a period of 12 months after completion of project or longer if necessary to ensure all warranties, liens and all other purposes for which the Bonds are security are properly met, and pursuant to State law. Bidder's name must be the same on both the Bid Form and all bonds submitted.

**(B) Post Award Submittals to DOGM.** The Division of Purchasing, upon timely receipt of the Bonds shall issue a purchase order number for the Contract. Upon DOGM obtaining the purchase order number, DOGM will notify the successful bidder in writing of the purchase order number and will

direct the successful bidder to submit within seven (7) calendar days of the purchase order number notification the following post award submittals:

- a. **Certificate of Insurance.** Certificates of Insurance and endorsements as specified in Item 25 of the General Terms and Conditions, attached to the Terms and Conditions as Exhibit "D."
- b. **Construction Schedule.** A Construction Schedule as required in Items 74, 75 and 78 of the General Terms and Conditions and Article 2 of the Terms and Conditions.
- c. **Site Safety Plan.** A Site Safety Plan meeting the requirements of Item 13 and 60 of the General Terms and Conditions and of Part III Sections 3.1H.3, 3.2A, and 3.4B.
- d. **Application and Certification for Payment Form.** The Bidder provides this form which is used in processing payments as specified in Item 23 of the General Terms and Conditions and Article 3 and Exhibit "A" of the Terms and Conditions.
- e. **Contractor Personnel and Staff Form.** Which identifies key personnel Contractor will utilize in performing the Work in accordance with Article 10 of the Terms and Conditions.
- f. **Contractor's Notice Address.** Contractor's address for Notices issued under the Agreement as provided in Article 18 of the Terms and Conditions.
- g. **Contractor's Drainage Control and Stream Protection plan** (Part III, Sec. 3.4 J.1; **List of Equipment** to complete grading (Part III Sec. 3.1.L), hydroseeding work (Part III Sec.4.3), and material transport (Part III Sec. 6.0); **Sources of plant materials** intended for log retainers and surface treatment (Part III Sec. 3.4 G.1, Sec. 3.4H, and Sec. 4.3).

In the event the successful bidder fails to properly furnish the Performance or Payment Bond within the required period, the Division of Purchasing may cancel the award of the Contract, retain the Bid Deposit or Bid Bond as liquidated damages and award the Contract to the next lowest responsible and responsive bidder. If the Performance and Payment Bonds are properly and timely furnished but any of the other post-award submittals are not properly and timely furnished, the Division of Purchasing may cancel the award of the Contract, retain the Bid Deposit or Bid Bond as liquidated damages and award the Contract to the next lowest bidder.

## NOTICE TO PROCEED.

16. The Agreement becomes effective upon issuance of the Notice to Proceed. The Notice to Proceed shall not be issued and no Work can commence until the post-award submittals are provided to DOGM. The Notice to Proceed will be issued within thirty (30) days after Contractor properly submits the post-award submittals. Should there be reasons why the Notice to Proceed cannot be issued within such period, through no fault of the Contractor, the time may be extended by mutual agreement between DOGM and Contractor. If the Notice to Proceed has not been issued within the thirty (30) day period, through no fault of the Contractor, or within the period mutually agreed upon, the Contractor may withdraw its Bid without further liability on the part of either party.



BID FORM

**The bid submitted on this form, and the total of the items on the bid schedule must match the total bid submitted electronically in Bidsync. If there is a discrepancy between this form and the electronic bid, your bid may be rejected.**

PROJECT: Stream Stabilization, Terracing, Biosolids application, and Erosion Control Log Installation and Seedling Planting and Seeding of the reclaimed White Oak Surface Mine, four miles south of Scofield on Hwy 264.

TO: State of Utah - DAS Purchasing

FROM: Bidder's Name \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_

Proposal from above named Bidder (hereinafter called "Bidder"), organized and existing under the laws of the State of Utah doing business as a (indicate whether a corporation, partnership, sole proprietor, etc.) \_\_\_\_\_, to the Utah Department of Natural Resources, Division of Oil, Gas & Mining (DOGGM).

In compliance with your Invitation for Bids, Bidder hereby submits bid to furnish all labor, equipment and materials to perform all work for the above referenced project; in strict accordance with the Bid Documents, within the time set forth therein, and at the unit prices stated in the Bid Schedule which govern, subject to Item 47 of the General Terms and Conditions, Part II, of the Contract, amounting to the total bid price of \$ \_\_\_\_\_.

By submission of this bid, each Bidder certifies, and in the case of a joint bid, each party thereto certifies as to his own organization, that this bid had been arrived at independently, without consultation, communication, or agreement as to this bid with any other bidder or with any competitor.

Bidder hereby agrees to commence work under this contract within 7 calendar days of receiving the Notice to Proceed and to fully complete the project within 45 calendar days of date of the Notice to Proceed as provided in Article 2 of the Terms and Conditions.

Bidder further agrees to pay liquidated damages as provided in Paragraph 3.5 of the Terms and Conditions.

**NOTE: Bids shall include sales tax and all other applicable taxes and fees. All unit prices to include all work necessary to complete each unit price task, i.e., transportation, disposal, etc.**

Bidder's Name \_\_\_\_\_

By \_\_\_\_\_  
Signature

Date \_\_\_\_\_

\_\_\_\_\_  
Printed or Typed

Witness \_\_\_\_\_



## BID SCHEDULE

### UNIT PRICES

Contractor shall complete the portion of the "Bid Schedule" for listing unit prices, inserting its unit bid price for each item. The unit bid price times the quantity determines the total price for each bid item. The summation of total bid prices results in the Contract Total Price. In the case of an error in extension, the unit price shall govern. Failure to enter a price for any bid item will cause the entire bid to be thrown out as non-responsive.

Unit prices shall include all Contractor's costs, expenses, general conditions, overhead, labor, material, supervision, tools, equipment, insurance, bond premiums, taxes, fringe benefits, coordination and all other necessary costs, including the Contractor's profit.

Unit prices shall not increase due to any change in material prices, wage rates or any other escalatory factors and shall remain in effect through the duration of the Remediation Project unless otherwise stated.

The Work shall be furnished and installed complete in every respect or deleted from the Work in accordance with the Bid Schedule listed. Unit prices shall be based upon all Work complete in place in accordance with all applicable requirements of the Contract Documents.

DOGM, at its sole discretion, may elect to have the value of claims, change orders or any extra Work, or excess units which increase the total Contract price by more than 10% determined in any one of the ways set forth in Article 5 of the Terms and Conditions and is not required to use or be bound by the unit prices.

## BID SCHEDULE

### EARTHWORK

SCHEDULE No.	ITEM	CITATION	QUANTITY	UNITS	UNIT PRICE	TOTAL
Earthwork 1	Mobilization & Demobilization	Part III, Sec. 2.0 and Sec. 3.1K and Sec. 3.4A. and Sec. 3.4I	1	L.S.*	\$	\$
2	Terrace A Cut/Fill	Part III, Sec. 3.1D App. C Sec. 2.7	868 cy	C.Y	\$	\$
3	Terrace A Excess/sinkhole fill	Part III, Sec. 3.2	474 cy	C.Y.	\$	\$
4	Terrace B Cut/Fill	Part III, Sec. 3.1D App. C Sec. 2.7	746 cy	C.Y.	\$	\$
5	Terrace B Excess/sink hole fill	Part III, Sec. 3.2	369 cy	C.Y	\$	\$
6	Terrace C Cut/Fill	Part III, Sec. 3.1D App. C Sec. 2.7	750 cy	C.Y	\$	\$
7	Terrace C Excess	Part III Sec. 3.2 App. C Sec. 2.7	370-cy	C.Y.	\$	\$
8	Creek Material Removal	Part III, Sec 3.4B	12,203 cy	C.Y.	\$	\$
9	Road R1 Cut	Part III, Sec 3.1I & 3.1J and App. C Sec 4.0	1,307 cy	C.Y.	\$	\$
10	Road R1 Excess	Part III, Sec 3.1I & 3.1J and App. C Sec 4.0	653 cy	C.Y.	\$	\$
11	Road R2/R2B Cut/Fill	Part III, Sec 3.1I and App. C Sec 4.0	1,386 cy	C.Y.	\$	\$
12	Road R2A Cut/Fill	Part III, Sec 3.1I and App. C Sec 4.0	563 cy	C.Y.	\$	\$
13	Road R3 Cut/Fill	Part III, Sec 3.1I and App. C Sec 4.0	1,241 cy	C.Y	\$	\$
14	Manual installation of erosion control logs	Part III Sec. 3.1F	108 locations	L.S.	\$	\$
15	Haul 400 dry MT biosolids to the site	Part III Sec. 3.1H And Sec. 6.0	400 M.T.	M.T./mile	\$	\$
16	Spread 20 dry MT biosolids/ac over 20 acres	Part III Sec. 3.1H And Sec. 6.0	20 MT/ac	M.T./ac.	\$	\$
1		<b>Subtotal Earthwork</b>		L.S.		\$

**KEY** \*L.S. = Lump Sum, C.Y. = Cubic Yards, S.F. = Square Feet MT = Metric Tons. Ac. = acre

**STREAM STABILIZATION**

<u>No.</u>	<u>ITEM</u>	<u>CITATION</u>	<u>QUANTITY</u>	<u>UNITS</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
Stream Stabilization 16	Drop Structures	Part III, Sec. 3.4C. through 3.4E; App. C Sec 6.3 and 6.8	8 drops	L.S.	\$	\$
17	Reach 3 & 4 Log Retainers	Part III Sec 3.4G App. C Sec 6.7	TBD	L.S.	\$	\$
18	Remove filter fabric Place rock in channel	Part III Sec 3.4A and 3.4E	500 L.F.	L.S.	\$	\$
			<b>Subtotal Stream Stabilization</b>			\$

**KEY** \*L.S. = Lump Sum, TBD = To be determined in the field

**REVEGETATION**

<u>No.</u>	<u>ITEM</u>	<u>CITATION</u>	<u>QUANTITY</u>	<u>UNITS</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
Revegetation 19	hay/straw (2T/ac x 20 ac)	Part III Sec. 3.1G and Sec. 4.1A.	40 Ton	L.S.	\$	\$
14 20	Surface Roughening from terrace and access roads	Part III Sec. 3.1E. and Sec.4.2	2.2 ac	L.S.	\$	\$
21	Seed and Bonded Fiber Matrix hydromulch Terraces and Slopes A, B, C	Part III Sec 4.1B and 4.3 and 4.3.2	approx. 10 ac	L.S.	\$	\$
22	Hand broadcast remaining portions of Slopes A, B, C	Part III 4.3 and 4.3.2	approx. 10 ac	L.S.	\$	\$
23	Seed and Bonded Fiber Matrix hydromulch Riparian Area	Part III Sec 4.1B and 4.3 and 4.3.1	1.2 ac	L.S.	\$	\$
24	Wood mulch application	Part III Sec. 4.4	20 ac	L.S.	\$	\$
25	Scatter logs on stream banks	Part III Sec. 3.4H and Sec 4.3	1 ac	L.S.	\$	\$
26	Hand planting Terraces	Part III Sec. 4.3.2	980 plants	L.S.	\$	\$
27	Hand planting Riparian Area	Part III Sec. 4.3.1	1,260 plants	L.S.	\$	\$
28	As-Built Drawings and Documentation	Part III Sec. 5.0		L.S.	\$	\$
			<b>SubTotal Revegetation</b>			

**KEY** \*L.S. = Lump Sum, C.Y. = Cubic Yards, S.F. = Square Feet MT = Metric Tons. L.F. = Linear Foot

## Bid Schedule Summary

Subtotal EarthWork \$ \_\_\_\_\_

Subtotal Stream Stabilization \$ \_\_\_\_\_

Subtotal Revegetation \$ \_\_\_\_\_

Reclamation Construction Subtotal \$ \_\_\_\_\_

Insurance \$ \_\_\_\_\_

Bonds \$ \_\_\_\_\_

Variation in Contract Bond Rate: \_\_\_\_\_%

**TOTAL CONTRACT BID PRICE** \$ \_\_\_\_\_

**Total of Bid:** \_\_\_\_\_  
(written in words)

---

**Signed by:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Firm:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**SEQUENCE AND TIMING OF EVENTS**

<u>Action</u>	<u>Performance Party</u>	<u>Time Frame</u>
1. Advertising Invitation to bid	Division of Purchasing	Day 1, Initiates Process
2. Mandatory Pre-Bid Meeting	Bidder	Attend one of the two sessions: August XX or XX, 2010, 9 am
3. Bid Clarification Period	Bidder Presents Query	For 14 Calendar Days After Day 1
4. Submitting Bid	Bidder	Before close of business on Day 14.
5. Award of Contract	Division of Purchasing	With Reasonable Promptness After Public Opening of Bids
6. Bonds and Other Post Award Submittals	Successful Bidder	Within 14 Calendar Days of Notification of Award
6. PO Number Issued	Division of Purchasing	Promptly After Receiving Bonds
8. Notice to Proceed (NTP)	DOGM	Promptly After Receiving Other Post Award Submittals
9. Commence Work	Contractor (Successful Bidder)	Within 7 Calendar Days after Receiving NTP
10. Final Completion of Work	Contractor (Successful Bidder)	Within 45 Days after Receiving NTP



## BIDDER'S QUALIFICATION STATEMENT AND CERTIFICATION

THE UNDERSIGNED certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter.

SUBMITTED TO: Utah Department of Natural Resources/ Division of Oil, Gas & Mining

- A. Construction Licensing Requirements. List the required contractor license number, aggregate dollar limit and expiration date **and** attach a copy of the license.

### Bidder for the Work

<u>License Number</u>	<u>Expiration Date</u>	<u>Class Title</u>	<u>Class Number</u>	<u>Dollar Limit</u>
_____	_____	<u>General Engineering Contractor</u>	<u>E100</u>	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

- B. OSHA Training. Contractor will only use personnel with appropriate OSHA training to perform the Work. Attach copies of appropriate OSHA Training Certification of all personnel to be involved in Work at the site.

- C. Conflict of Interest. Contractor certifies that no financial and business relationship exists with any potentially responsible parties at the Site, or the Contractor's parent companies, subsidiaries, affiliates, or current clients at the Site. If any such financial or business relationship exists, Contractor shall attach copies of all material information on its financial and business relationships with such entities.

- D. Experience and Ability to Complete Work.

1. How many years has your organization been in business as a General Contractor?
2. How many years has your organization been in business under its present business name?
3. What percent of work do you normally perform with your own forces?
4. Have you ever failed to complete any work awarded to you?  
If yes, indicate when and where:

5. List construction projects (similar to that being bid) your organization has under contract on this date:

<u>Project Name</u>	<u>DOGM Phone, Address</u>	<u>Engineer Phone, Address</u>	<u>Contract Amount</u>	<u>Completion Date</u>

6. List construction projects (similar to that being bid) your organization completed during the past five years:

<u>Project Name</u>	<u>DOGM Phone, Address</u>	<u>Engineer Phone, Address</u>	<u>Contract Amount</u>	<u>Completion Date</u>
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7. List the construction experience of the principals in your organization:

<u>Individual's Name</u>	<u>Years of Construction Experience</u>	<u>Present Position &amp; Years Experience</u>	<u>Previous Position &amp; Years</u>
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8. Subcontractors to be used:

This qualification statement and certification shall be signed by the same person signing the Bid.

Date: \_\_\_\_\_ By: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Title

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

My Commission Expires: \_\_\_\_\_

Resides at: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NOTARY PUBLIC



**BID BOND**

(Title 63, Chapter 56, U.C.A. 1953, as Amended)

KNOW ALL PERSONS BY THESE PRESENTS:

That \_\_\_\_\_ hereinafter referred to as the "Principal," and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, with its principle office in the City of \_\_\_\_\_ and authorized to transact business in this State and U.S. Department of the Treasury Listed, (Circular 570, Companies Holding Certificates of authority as Acceptable Securities of Federal Bonds and as Acceptable Reinsuring Companies); hereinafter referred to as "Surety," are held and firmly bound unto the STATE OF UTAH, hereinafter referred to as the "Obligee," in the amount of \$ \_\_\_\_\_ (5% of the accompanying bid), being the sum of this Bond to which payment the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted to Obligee the accompanying bid incorporated by reference herein, dated as shown, to enter into a contract in writing for the \_\_\_\_\_ project.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the said principal does not execute a contract and give bond to be approved by the Obligee for the faithful performance thereof within fifteen (15) days after being notified in writing of such contract to the principal, then the sum of the amount stated above will be forfeited to the State of Utah as liquidated damages and not as a penalty; if the said principal shall execute a contract and give bond to be approved by the Obligee for the faithful performance there of within fifteen (15) days after being notified in writing of such contract to the Principal, then this obligation shall be null and void. It is expressly understood and agreed that the liability of the Surety for any and all defaults of the Principal hereunder shall be the full penal sum of this Bond. The Surety, for value received, hereby stipulates and agrees that the obligations of the Surety under this Bond shall be for a term of ninety (90) days from the actual date of the bid opening.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions of Title 63, Chapter 56, Utah Code Annotated, 1953, as amended, and all liabilities on this Bond shall be determined in accordance with said provisions to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals on the date indicated below, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

Principal's name and address (if other than a corporation):

Principal's name and address (if a corporation):

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

(Affix Corporate Seal)

State of \_\_\_\_\_

Surety's name and address:

} ss.

County of \_\_\_\_\_

By: \_\_\_\_\_  
Attorney-in-Fact (Affix Corporate Seal)

On this \_\_\_\_ day of \_\_\_\_\_ 201\_\_, personally appeared before me \_\_\_\_\_, whose identity is personally known or proved to me on the basis of satisfactory evidence, and who, being duly sworn, did say the he/she is the Attorney-in-fact of the above-named Surety Company, and that he/she is duly authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings and obligations, and that he/she acknowledged to me that as Attorney-in-fact executed the same.

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.  
My Commission Expires: \_\_\_\_\_  
Resides at: \_\_\_\_\_

APPROVED AS TO FORM:  
February 11, 1991  
by ALAN S. BACHMAN, ASST ATTORNEY GENERAL

\_\_\_\_\_  
NOTARY PUBLIC



CORPORATE ACKNOWLEDGMENT

I, \_\_\_\_\_, certify that I am the  
\_\_\_\_\_  
(Name of Corporate Officer) (Title)  
of \_\_\_\_\_, Inc. and that  
\_\_\_\_\_  
(Name of Corporation) (Person Signing Bid Form)

is duly authorized by authority of a resolution of its Board of Directors to sign the above bid and enter agreement for and in behalf of said corporation.

Date: \_\_\_\_\_

*Name of person signing the Bid Form who has been duly authorized to sign on behalf of Corporation may not be the same person who signs the acknowledgment.*

State of Utah

County of \_\_\_\_\_

On this \_\_\_ day of \_\_\_\_\_, 201\_\_\_, personally appeared before me

\_\_\_\_\_ and duly acknowledged that he/she executed the above certification.

NOTARY PUBLIC

Residing at:

My Commission Expires:

**BUSINESS AUTHORIZATION ACKNOWLEDGMENT**

I, \_\_\_\_\_, certify that I am the  
\_\_\_\_\_  
(Name of Business Administrator) (Title)  
of \_\_\_\_\_, Inc. and that  
\_\_\_\_\_  
(Name of Business) (Person Signing Bid  
Form)

is the sole proprietor of the business and authorized, or is properly authorized by the person or body heading the business, to sign the above bid and enter agreement for and in behalf of said business.

Date: \_\_\_\_\_

*Except for a sole proprietor's own signature, name of person signing the Bid Form who has been duly authorized to sign on behalf of a business may not be the same person who signs the acknowledgment.*

State of Utah

County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, personally appeared before me \_\_\_\_\_ and duly acknowledged that he/she executed the above certification.

**NOTARY PUBLIC**

Residing at:

My Commission Expires:



**White Oak Stabilization Project and Reclamation Construction**

State Procurement Solicitation Number **XXXXX**

Fall 2010

**PART II TERMS & CONDITIONS**



## RECITALS

### WITNESSETH:

THAT, WHEREAS, the reclaimed White Oak surface mine exists in an area south of Scofield, Utah near state highway 264.

WHEREAS, in order to control erosion at the site, DOGM must implement corrective action which consists of stream rehabilitation in the steepest gradients, terrace construction on south facing slopes, addition of biosolids to the surface soil, and reseeding and planting on slopes and along the stream channel.

WHEREAS, DOGM has authority to enter contracts for the conduct of reclamation pursuant to the Utah Mining Code, Title 40, Utah Code.

WHEREAS, the Work to be conducted hereunder is pursuant to DOGM's regulatory authority and is not pursuant to any interest of DOGM in the real property.

WHEREAS, Darin Caine (Property owner/representative), in order to facilitate reclamation, has granted access for the construction of terraces and stream stabilization work.

WHEREAS, DOGM's Engineer prepared specifications for the terrace construction and stream channel modification and will act along with the Project Manager as DOGM's site representative overseeing terrace construction and stream reconstruction and assisting in the administration and management of the construction contract, as well as addressing and handling any appropriate construction concerns raised by the Property owners.

WHEREAS, the Contractor has represented that it has the ability, skill, technical and financial resources necessary to perform the Work as more fully set forth herein.

WHEREAS, DOGM and the Contractor desire to enter into this Contract wherein DOGM will pay the Contractor for the construction Work necessary in stabilizing the channel and the slopes at the former White Oak surface mine under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the fulfillment of the mutual promises, terms and conditions set forth herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, DOGM and Contractor agree to the Scope of Work and Terms and Conditions as follows:

### Scope Of Work

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 *CONSTRUCTION SPECIFICATIONS: White Oak Stabilization Project Reclamation Construction* and the General Specifications prepared by the Division of Oil, Gas and Mining entitled *GENERAL CONDITIONS FOR ABANDONED MINE RECLAMATION PROJECTS*, dated April 2010.

The CONTRACTOR agrees to furnish all labor, materials and equipment to complete the WORK as described the Drawings, Specifications, and addenda 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 DOGM. The relationship of the CONTRACTOR to DOGM hereunder is that of an independent CONTRACTOR.

## Terms And Conditions

ARTICLE 1. GENERAL DEFINITIONS AND CONDITIONS The listing of general definitions and conditions that follow are hereby included in this agreement.

ARTICLE 2. TIME OF COMPLETION: The WORK under this CONTRACT shall be commenced upon notice to proceed and shall be completed within 45 calendar days after date marked on registered receipt of said Notice to Proceed and no later than October 30, 2010. WORK delays caused by weather may, at the discretion of DOGM, extend the completion date. CONTRACTOR also agrees to the liquidated damages provisions of Article 12.

ARTICLE 3. PAYMENT: DOGM will promptly pay for services performed by the CONTRACTOR. Vouchers for reimbursement of expenditures under this Agreement must be filed promptly with DOGM's Representative by the tenth day of the month following the month in which WORK has been performed. DOGM will withhold from payment an amount not to exceed 5% 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 DOGM.

ARTICLE 4. INDEBTEDNESS: Before final payment is made, the CONTRACTOR must submit evidence including lien waivers, satisfactory to DOGM 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 DOGM.

ARTICLE 5. 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 DOGM and CONTRACTOR. DOGM 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 6. WARRANTIES AND FINAL ACCEPTANCE:

A. The Contractor agrees to perform all Work in strict accordance with the Contract Documents in a safe and careful manner. The Contractor warrants that all Work under the Contract, shall be free from defects and shall conform to the drawings, submittals and specifications as to kind, quality, function and characteristics of material and workmanship.

Contractor agrees to promptly correct all defects in the Work which develop within a period of one year from the date of Final Acceptance of the Work on the Site and of the completion of the Work on areas other than on the Site or such longer period as specified in the Contract Documents. Most warranties exceeding one year are in the Technical Specifications. However, some warranties may be specified elsewhere within the Contract Documents. Contractor also agrees to repair damage to other parts of the Work resulting from such defects.

The term "defects" includes defects, deficiencies, faults, or imperfections in the Work as determined by DOGM in its sole discretion.

B. DOGM will promptly give notice to the Contractor of defects DOGM observes. However the Contractor shall not be excused from its warranty obligations by DOGM's failure to give such notice. The Contractor shall begin correcting defects within 48 hours after receipt of written notice by DOGM and shall also make good any damage to other Work caused by the defect or its repair. No warranty Work shall be the basis for an adjustment in the Contract Total Price or for a claim of damages by the Contractor. If the Contractor fails to make adjustments, repairs, corrections or other Work made necessary by such defects, DOGM may do so and charge the Contractor the cost incurred. The performance bond shall remain in effect through the warranty period.

C. The Contractor's obligations under this Article are in addition to the Contractor's other express or implied assurances under the Contract or State law and in no way diminish other rights that DOGM may have against the Contractor for faulty materials, equipment or Work. The foregoing remedies shall not deprive DOGM of any action, right or remedy otherwise available to it for breach of any of the provisions

of the Contract Documents by the Contractor. The warranty periods shall not be construed as a limitation on the time in which DOGM may pursue such other action, right or remedy.

D. The use of the term "guarantee" in this Contract shall be synonymous with the term "warranty" and the legal obligations imposed under one shall include the legal obligations imposed under the other.

#### ARTICLE 7. FINAL ACCEPTANCE

A. Upon notice from the Contractor of presumptive completion of the Work, the Engineer will make an inspection. If the Work provided for in the Contract Documents has been satisfactorily completed, that inspection shall constitute the final inspection and DOGM will notify the Contractor in writing of Final Acceptance indicating the date on which the Work was inspected and accepted.

If the inspection discloses any unsatisfactory work, the Engineer will give the Contractor a written list of the Work needing correction. Upon correction of the Work, another inspection will be made. If the Work has been satisfactorily completed, DOGM will notify the Contractor in writing of the date of final inspection and acceptance.

B. Final Acceptance shall not preclude DOGM from correcting any measurement, estimate, or certificate made before or after completion of the Contract, nor from recovering from the Contractor or surety or both, overpayment sustained because the Contractor failed to fulfill the obligations under the Contract. A waiver on the part of DOGM of any breach of any part of the Contract shall not be held to be a waiver of any other or subsequent breach.

C. The Contractor without prejudice to the terms of the Contract shall be liable to DOGM, for latent defects, fraud, or such gross mistake as may amount to fraud, or as regards DOGM's rights under any warranty or guaranty.

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 DOGM.

#### 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, DOGM 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, DOGM 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 DOGM for any excess cost incurred by DOGM and DOGM 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. DOGM 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 DOGM 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: DOGM'S RIGHT TO WITHHOLD CERTAIN AMOUNT AND MAKE APPLICATION THEREOF: DOGM may withhold from payment to the CONTRACTOR an amount or amounts as, in DOGM'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. DOGM in its discretion may apply the withheld amounts on the payment of such claims. In so doing DOGM will be deemed the agent of the CONTRACTOR and payments so made by DOGM will be considered as a payment made under the CONTRACT by DOGM to the CONTRACTOR and DOGM 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 DOGM 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 DOGM.

**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 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 13. SUBCONTRACTOR:** No part of this CONTRACT may be sublet by the CONTRACTOR without the prior written approval of DOGM. The CONTRACTOR and DOGM for themselves, their heirs, successors, executors, and administrators, hereby agree to the full performance of the covenants herein contained.

**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 1, or within such additional time as may have been allowed by DOGM, 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 DOGM and the CONTRACTOR as liquidated damages due DOGM 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 DOGM of any of DOGM'S rights under the CONTRACT.

**ARTICLE 15. 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 16. NONAPPROPRIATION OF FUNDS:** Financial obligations of DOGM 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 17. 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 undersigned certifies, to the best of his or her knowledge and belief, that: 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.

PART C. 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.

ARTICLE 18. NOTICES: Notices which one of the Parties desires to serve upon the other shall be deemed sufficiently given and rendered if sent by regular mail and certified mail, return receipt requested, postage prepaid, addressed to the other party at the address for DOGM set forth below, and at the address given by the Contractor in its post award submittal referred to in Part I, Section 15(B)(f), Contractor's Notice Address, of the Instructions and Information for Bidders. The time of delivery of such notice shall be deemed to be the earlier of actual receipt or three (3) days after mailing.

DOGM:

John Baza, Director  
Division of Oil, Gas, & Mining  
P.O. Box 145801  
1594 West North Temple, Ste. 1210  
Salt Lake City, Utah 84116-5801

Additionally, copies of all notices of default sent to or from DOGM or Contractor shall be sent to:

DOGM LEGAL COUNSEL:

Steven Alder, Assistant Attorney General  
Natural Resources Division  
P.O. Box 145801  
1594 West North Temple, Ste. 1210  
Salt Lake City, Utah 84116-5801

#### ARTICLE 19. SUBMITTALS

1. Submittals requested in the Technical Specifications to be submitted with the Bid shall be included in and submitted with the secure electronic or sealed paper bid delivered to the Division of Purchasing.
2. Submittals requested in the Technical Specifications to be submitted after award of the CONTRACT or during construction shall be delivered to the designated representative for the Division of Oil, Gas and Mining (DOGM), referred to in these Specifications as DOGM.
3. CONTRACTOR shall submit within five (5) days after award of the CONTRACT a calendar of WORK for performing the WORK, including routine workdays and hours, anticipated holidays, and days that the project will remain idle. Schedule shall also indicate WORK schedules for subcontractors and their estimated start and completion days. Allowance in the schedule shall be made for routine delays due to weather or other site conditions as they occur. DOGM shall

approve said schedule. Any significant deviation from that schedule shall be submitted in writing to DOGM in the form of an updated schedule as the WORK progresses.

4. CONTRACTOR shall submit *during construction or within fifteen (15) days after Final Acceptance* as-built drawings or records of the completed WORK, outlined in Part III, Technical Specifications.

5. CONTRACTOR shall submit to DOGM each week daily logs indicating the following: 1) weather conditions, 2) crew size, 3) hours worked, 4) equipment used, 5) work completed, 6) WORK approved, 7) delays, 8) equipment downtime, 9) injuries, 10) visitors, 11) access problems, etc. DOGM has provided a form for these logs in Part II, Exhibit G.

6. Should onset of adverse winter weather conditions force construction to stop prior to completion of the WORK, the sites shall be left in a condition that minimizes safety hazards and risk of erosion. Temporary erosion control structures may be required. Including broadcast seeding of a cover crop, such as Triticale. Final revegetation may be postponed to the fall if necessary.

7. Depending upon the bid submittals and the overall CONTRACTOR selection process, CONTRACTOR WORK may precede, follow, or occur during work by other CONTRACTORS at the same site and/or other sites in the Project Area.

#### ARTICLE 20. QUALITY ASSURANCE

CONTRACTOR shall use only quality materials in performing the WORK.

Quality of the WORK performed by the CONTRACTOR shall be subject to approval by DOGM. CONTRACTOR shall assure that the WORK has been performed to the specifications and standards as described herein. DOGM shall inspect and accept or reject the WORK as the WORK progresses. Payment shall be made only for WORK accepted and approved by DOGM. CONTRACTOR shall warrant the WORK for a period of one year following final acceptance except that such material warranties and guarantees from manufacturers and suppliers that may be longer than one year shall carry for their term.

#### ARTICLE 21. DELIVERY, STORAGE AND HANDLING

CONTRACTOR shall be responsible for the delivery, storage and handling of all items and materials used in performing the WORK.

CONTRACTOR shall be responsible for all materials used in conjunction with the WORK until said WORK is accepted and approved by DOGM and shall warrant all materials as required by Article 20, Quality Assurance.

Upon receipt by the CONTRACTOR of the NOTICE TO PROCEED, the CONTRACTOR shall notify DOGM of the starting date and execution of the WORK shall commence in accordance with the General Terms and Conditions as included with the Agreement and the Technical Specifications. CONTRACTOR shall provide DOGM with a schedule for the proposed WORK in calendar, bar chart, or critical path schedule form.

#### ARTICLE 22. CHANGES TO THE AGREEMENT

The CONTRACT agreement will be in the form of that included in the bid package. This agreement may be administered as a Division of Purchasing Purchase Order. If administered as a purchase order, the purchase order will reference the bid package, and all the terms and conditions of the solicitation, including the contract form, general and supplemental general conditions, technical specifications, and addenda will apply to the agreement.

When these services are procured by an agency contract, DOGM shall require amendments to the Agreement to be in the form of a contract change order, signed by both parties. When these services are procured by a Division of Purchasing Purchase Order, amendments shall be on Form DP-28 "Purchase Order Change Request."

Change orders or Form DP-28's shall become attached to and part of the Agreement under the terms of the Agreement with changes as stipulated on the change order or Form DP-28. Change orders or Form DP-28's shall not release the CONTRACTOR from any other terms or conditions that apply and are a part of the Agreement.

Any additional WORK must be authorized by DOGM and must be in the form of a contract change order or Form DP-28 as an amendment to the Agreement. The change order or Form DP-28 must be fully executed prior to the CONTRACTOR undertaking any additional WORK.

#### ARTICLE 23. MEASUREMENT, PAYMENT, AND WORK INCLUDED

The WORK included and measurement of and payment for that WORK shall be as described within each Section of the Technical Specifications and Supplemental General Condition #6.

Total contract amount, including any change orders, shall constitute full compensation for the WORK.

Payments shall only be made for those items shown on the Bid Schedule. All other costs or incidentals shall be reflected in the Bid Schedule or shall be paid at the CONTRACTOR's expense.

Payment for performance and payment bonds shall be based on the completed (i.e. final) cost of the CONTRACT (see General Condition #28). The standard practice among sureties is to base premiums charged to contractors as a percentage of the contract amount and to settle premiums at the close of the contract-- if the final contract amount is less than the *original*, premium overpayments are refunded, if more, the premium is increased. If the CONTRACT amount changes, the lump sum line item for bonds in the Cost Schedule shall be adjusted accordingly at a fixed percentage rate. CONTRACTOR shall indicate in the place provided on the Bid Schedule the percentage rate to be used for calculating adjustments to the Cost Schedule lump sum item for bonds (Variation in Contract Bond Rate).

#### ARTICLE 24. RETAINAGE

Unless stated otherwise in the specific section of the Specifications, all final bid item payments shall have five percent withheld as retainage until successful completion of the CONTRACT. The retainage shall be made from each progress payment, and be released upon written Final Acceptance by DOGM.

#### ARTICLE 25. PENALTIES

DOGM reserves the right to levy a penalty payment for areas unnecessarily disturbed during the WORK. These areas include any archeological sites, paleontological sites, or undisturbed vegetation areas.

The penalty for unnecessary disturbance to archeological sites, paleontological, or undisturbed vegetation areas will be based on the per acre disturbance at the CONTRACTOR's bid amount for revegetation of adjacent sites.

DOGM Construction Terms and Conditions (revised 07/27/10)

**General Terms and Conditions  
For all  
Mine Reclamation Projects**

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## General Conditions

**DIVISION OF OIL, GAS AND MINING  
GENERAL CONDITIONS FOR  
MINE RECLAMATION PROJECTS**

**1. Definitions:**

- A. The CONTRACT documents consist of the agreement, the general conditions of the CONTRACT, the drawings and specifications, including all modifications thereof incorporated in the documents before their execution. These form the CONTRACT.
- B. DOGM and the CONTRACTOR or pronouns used in place thereof, are those mentioned as such in the agreement. They are treated throughout the CONTRACT documents as if each were in the singular number.
- C. The term "Subcontractor," as employed herein, includes anyone having a direct CONTRACT with anyone except DOGM to provide material and/or labor under this CONTRACT, and it includes one who furnishes material worked to a special design according to the plans and/or specifications of this WORK, but does not include one who merely furnishes material not so worked.
- D. The word "state," or pronoun used in place thereof, is to designate the State of Utah, as represented by the Division of Oil, Gas & Mining.
- E. The word "DOGM," or pronoun used in place thereof, is to designate the State of Utah, as represented by the Division of Oil, Gas & Mining.
- F. The term "WORK" of the CONTRACTOR or subcontractor includes labor or materials or both, and the SCOPE OF WORK.
- G. The term "site" shall be used to refer to all areas where the WORK is to be performed.
- H. The term "engineer" shall be used to refer to a consultant representing DOGM or a designated representative of DOGM.
- I. The applicable laws and regulations of the State of Utah shall govern the execution of the WORK embodied in the contract documents.

**2. Correlation and Intent of Documents:**

The CONTRACT documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the documents is to include all labor and materials, equipment, and transportation necessary for the proper and complete execution of the WORK, and equal in quality and workmanship to the highest standards. The CONTRACTOR is to abide by and comply with the true intent and meaning of all drawings and specifications taken as a whole and is not to avail himself to the detriment of the WORK, of any manifestly unintentional error or omission, should any exist. All minor details of WORK which are not shown on the plans, as well as such items as are not specifically mentioned in the specifications but are obviously necessary for the proper completion of the WORK, shall be

considered as incidental and as being part of the WORK.

**3. Copies Furnished:**

Unless otherwise provided in the CONTRACT documents, DOGM will furnish the CONTRACTOR, free of charge to the CONTRACTOR, copies of drawings and specifications, reasonably necessary for the execution of the WORK.

**4. Dimensions:**

Where no figures or memoranda are given, the drawings shall be accurately followed according to their scale, but figures or memoranda are to be preferred to the scale, in all cases of difference, and the larger scale details shall take preference over those of smaller scale.

**5. Detail Drawings and Instructions:**

DOGM shall furnish, with reasonable promptness, additional instructions, by means of drawings or otherwise, necessary for the proper execution of the WORK. All such drawings and instructions shall be consistent with the CONTRACT documents, true developments thereof, and reasonably inferable therefrom. The WORK shall be executed in conformity with the drawings and instructions. Any WORK performed by the CONTRACTOR in advance of these drawings and instructions shall be entirely at the CONTRACTOR's risk.

**6. Drawings and Specifications on the Work:**

The CONTRACTOR shall keep at the jobsite one copy of all drawings and specifications on the WORK in good order, available to DOGM and their representatives.

**7. DOGMship of Drawings:**

All copies of drawings and specifications furnished the CONTRACTOR by DOGM are the property of DOGM. They are not to be used by the CONTRACTOR on other work, and are to be returned to DOGM, upon request, at the completion of the WORK.

**8. Shop Drawings/As Built Drawings:**

The CONTRACTOR shall submit to DOGM, with such promptness as to cause no delay in his/her WORK or in that of any other CONTRACTOR, six copies of all shop/as built drawings or setting drawings and schedules required for the WORK of the various trades and DOGM shall pass upon them with reasonable time. The CONTRACTOR shall submit to DOGM, with such promptness, making desired corrections. Said corrections shall pertain to conformance with the basic design concepts embodied in the CONTRACT documents. The CONTRACTOR shall make any corrections required by DOGM. DOGM shall distribute the corrected drawings as follows: Two drawings to DOGM; three drawings back to the general CONTRACTOR; and one drawing to the project inspector (if one is assigned to the job). DOGM's approval of such drawings or schedules shall not relieve the CONTRACTOR from responsibility for deviations from drawings or specifications, unless he/she has in writing called DOGM's attention to such

deviations at the time of submission, and has received DOGM's written approval of such deviation; nor shall it relieve him/her from responsibility for errors of any sort in shop/as built drawings or schedules.

**9. Samples:**

The CONTRACTOR shall furnish to DOGM for approval, all samples as directed. The WORK shall be in accordance with approved samples.

**10. Materials, Appliances, Employees:**

Unless otherwise stipulated, the CONTRACTOR shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation, and other facilities and services necessary for the execution and completion of the WORK.

Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of high quality. The CONTRACTOR shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

The CONTRACTOR shall at all times enforce strict discipline and order among his/her employees, and shall not employ on the WORK any unfit person or anyone not skilled in the work assigned to him/her.

**11. Royalties and Patents:**

The CONTRACTOR shall pay all royalties and license fees. He/she shall defend all suits or claims for infringement of any patent rights and shall save DOGM harmless from loss on account thereof.

**12. Surveys, Permits and Regulations:**

DOGM shall furnish surveys necessary to establish site boundaries and existing topography. DOGM shall provide those surveys necessary for laying out the WORK.

The CONTRACTOR shall give all notices and comply with all applicable laws, ordinances, rules and regulations bearing on the conduct of the WORK as drawn and specified. If the CONTRACTOR observes that the drawings and specifications are at variance therewith, he/she shall promptly notify DOGM in writing, and any necessary changes shall be adjusted as provided in the contract for changes in the WORK. If the CONTRACTOR performs any work knowing it to be contrary to such laws, ordinances, rules and regulations and without such notice to DOGM, he/she shall bear all costs arising therefrom.

Inasmuch as the WORK under this contract will be performed for the State of Utah, it will not be necessary to take out local building permits, electrical permits and plumbing permits, nor will it be necessary to pay fees for inspections pertaining thereto; however, it will be necessary to obtain a permit from the city, county, and or Department of Transportation having jurisdiction whenever the WORK involves their property. The CONTRACTOR shall cooperate as necessary with these jurisdictions to comply with all their requirements, which may include a bond and permit fee.

Fees for connection to utilities such as water and

power must be borne by the CONTRACTOR.

**13. Protection of Work and Property:**

The CONTRACTOR shall continuously maintain adequate protection of all his/her WORK from damage and shall protect DOGM's property from injury or loss arising in connection with this CONTRACT. CONTRACTOR shall make good any such damage, injury, or loss, except such as may be directly due to errors in the CONTRACT documents or caused by agents or employees of DOGM. CONTRACTOR shall adequately protect adjacent property as provided by law and the CONTRACT documents.

The CONTRACTOR shall take all necessary precautions for the safety of employees on the WORK and shall comply with all applicable provisions of federal, state and municipal safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where the WORK is being performed. CONTRACTOR shall erect and properly maintain at all times, as required by the conditions and progress of the WORK, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against hazardous conditions.

**14. Inspection of Work:**

DOGM and the representatives thereof and authorized federal government inspectors shall at all times have access to the WORK, and the CONTRACTOR shall provide proper facilities for such access and for inspection.

If the specifications or DOGM requires any work to be specially tested or approved, the CONTRACTOR shall give DOGM timely notice of its readiness for inspection. Inspections shall be promptly made and, where practicable, at the source of supply. If any WORK should be covered up without approval or consent of DOGM, it must, if required by DOGM, be uncovered for examination at the CONTRACTOR's expense.

**15. Superintendence and Supervision:**

The CONTRACTOR shall keep on the WORK, during its progress, a competent superintendent and any necessary assistants, all satisfactory to DOGM. The superintendent shall represent the CONTRACTOR in his/her absence, and all directions given to superintendent shall be as binding as if given to the CONTRACTOR.

The CONTRACTOR shall give efficient supervision to the WORK, using his/her best skill and attention. CONTRACTOR shall carefully study and compare all drawings, specifications and other instructions, and shall at once report to DOGM any error, inconsistency, or omission which CONTRACTOR may discover, but shall not be held responsible for their existence or discovery.

**16. Changes:**

A. Change Order. DOGM, at any time, unilaterally and without notice to sureties, in writing designated or indicated to be a change order, may order:

- (1) Changes in the WORK within the scope of this CONTRACT;
- (2) Changes in the time for performance of this CONTRACT that do not alter the scope of WORK of this CONTRACT; and/or
- (3) Changes necessary to continue the WORK or to accommodate DOGM with essential services required to complete the WORK as normally intended in accordance with specifications.

**B. Adjustments of Price or Time for Performance.** If any change order increases or decreases the CONTRACTOR's cost of, or the time required for, performance of any part of the WORK under this CONTRACT, whether changed or not changed by any such change order, an equitable adjustment shall be made in the contract price or completion date, or both, and this contract shall be modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract.

Failure of the parties to agree to an adjustment shall not excuse the CONTRACTOR from proceeding with this contract as changed, provided that DOGM promptly and duly makes such provisional adjustments in payments or time for performance as DOGM deems to be reasonable.

**C. Written Certification.** No change order shall be authorized without a written certification, signed by an official of DOGM responsible for monitoring and reporting the status of the costs of the total project or the contract budget, stating that funds are available therefor.

Where DOGM has assigned an engineer to the project, the CONTRACTOR shall submit such proposals to the engineer in sufficient number that one copy may be transmitted to DOGM, one to the project inspector, and one retained by the engineer. Upon acceptance of the proposal by all parties, a written change order will be issued.

Whenever a request for a change order proposal is received by the CONTRACTOR, he/she shall indicate thereon his/her proposed price to be added or deducted from the CONTRACT sum due to the change, together with his/her request for any adjustment in time of final completion of the entire CONTRACT.

It is further agreed that all time extensions to the completion date of the CONTRACT and any costs or changes in the CONTRACT price from any cause whatsoever that may be incurred as a result of the change order(s) are included in the change order as authorized.

**17. Claims Based on DOGM's Actions or Omissions:**

**Notice of Claim.** If any action or omission on the part of DOGM, requiring performance changes

within the scope of the CONTRACT and which are not covered by other clauses of this CONTRACT, constitutes the basis for a claim by the CONTRACTOR for additional compensation, damages, or an extension of time for completion, the CONTRACTOR shall continue the performance of the CONTRACT in compliance with the directions or orders of DOGM, but by so doing, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:

- (1) The CONTRACTOR shall have given written notice to DOGM:
  - (a) Prior to the commencement of the WORK involved, if at that time the CONTRACTOR knows of the occurrence of such action or omission; or
  - (b) Within thirty (30) days after the CONTRACTOR knows of the occurrence of such action or omission, if the CONTRACTOR did not have such knowledge prior to the commencement of the WORK; or
  - (c) Such further time as may be allowed by DOGM in writing.

This notice shall state that the CONTRACTOR regards the act or omission as a reason which may entitle the CONTRACTOR to additional compensation, damages, or an extension of time. DOGM, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of DOGM.

- (2) The notice required by Subparagraph (A)(1) of this paragraph describes as clearly as practicable at the time the reasons why the CONTRACTOR believes that additional compensation, damages, or an extension of time may be remedies to which the CONTRACTOR is entitled; and
- (3) The CONTRACTOR maintains and, upon request, makes available to DOGM within a reasonable time, detailed records to the extent practicable, of the claimed additional costs or basis for an extension of time in connection with such changes.

**18. Deductions for Uncorrected Work:**

If DOGM deems it inexpedient to correct WORK damaged or done not in accordance with the CONTRACT, an equitable deduction from the CONTRACT price shall be made therefor.

**19. Delays and Extension of Time:**

If the CONTRACTOR is significantly delayed at any time in the progress of the WORK by any act or neglect of DOGM, or of any employee of either, or by any separate CONTRACTOR employed by DOGM, or by significant changes ordered in the WORK or by strikes, lockouts, fire, unavoidable casualties or any causes beyond the CONTRACTOR's control, or by any cause which DOGM shall decide justifies the delay, then the time

of completion shall be extended for such reasonable time as DOGM may decide. No action shall lie against DOGM for damages or other claims due to losses attributable to hindrances or delays from any cause whatsoever, including acts and omissions of DOGM or its agents; however, the CONTRACTOR may receive an extension of time in which to complete the WORK under this CONTRACT as provided above. The right to apply for such an extension of time shall be the exclusive remedy available to the CONTRACTOR or any Subcontractor as against DOGM for such loss.

Any request for extension of time shall be made to DOGM in writing within seven (7) days from the time of occurrence of cause for delay. In case of a continuing cause of delay, only one claim is necessary.

#### **20. Correction of WORK Before Final Payment:**

The CONTRACTOR shall promptly remove from the premises all WORK condemned by DOGM as failing to conform to the CONTRACT, whether incorporated or not, and the CONTRACTOR shall promptly replace and reexecute his/her own WORK in accordance with the CONTRACT and without expense to the State of Utah and shall bear the expense of making good all WORK of other CONTRACTORS destroyed or damaged by such removal or replacement.

If the CONTRACTOR does not remove such condemned WORK within a reasonable time, fixed by written notice, DOGM may have the materials removed and stored at the expense of the CONTRACTOR.

#### **21. Correction of WORK After Final Payment:**

Neither the final certificate of payment nor any provision in the CONTRACT documents nor partial or entire occupancy of the premises by DOGM shall constitute an acceptance of WORK not done in accordance with the CONTRACT documents or relieve the CONTRACTOR of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The CONTRACTOR shall remedy any defects in the WORK and pay for any damage to other WORK resulting therefrom which shall appear within a period of one year from the date of substantial completion of the WORK, unless a longer period is specified. DOGM will give notice of observed defects with reasonable promptness.

#### **22. Termination for Default Clause:**

- A. DOGM may, subject to the provisions of Paragraph (C) below, by written notice of default to the CONTRACTOR, terminate the whole or any part of this CONTRACT in any one of the following circumstances:
- (1) If the CONTRACTOR fails to perform this CONTRACT within the time specified herein or any extension thereof; or
  - (2) If the CONTRACTOR fails to perform any of the other provisions of this CONTRACT, or so fails to make progress as to endanger performance of this CONTRACT in accordance with its terms,

and in either of these two circumstances does not cure such failure within a period of five (5) days (or such longer period as DOGM may authorize in writing) after receipt of notice from DOGM specifying such failure.

- B. In the event DOGM terminates this CONTRACT in whole or in part as provided in Paragraph (A) of this clause, DOGM may procure, upon such terms and in such manner as DOGM may deem appropriate, supplies or services similar to those so terminated, and the CONTRACTOR shall be liable to DOGM for any excess costs for such similar supplies or services; provided that the CONTRACTOR shall continue the performance of this CONTRACT to the extent not terminated under the provisions of this clause.
- C. Except with respect to defaults of Subcontractors, the CONTRACTOR shall not be liable for any excess costs if the failure to perform the CONTRACT arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the state or federal government in either their sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the CONTRACTOR and the Subcontractor, and without the fault or negligence of either of them, the CONTRACTOR shall not be liable for any excess costs for failure to perform unless the supplies or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the required delivery or completion schedule.

If this CONTRACT is terminated as provided in Paragraph (A) of this clause, DOGM, in addition to any other rights provided in this clause, may take over the WORK and prosecute the same to completion, by contract or otherwise, and may take possession of, and utilize in completing the WORK, such materials, equipment and plants as may be on the site of the WORK and necessary therefor. DOGM may require the CONTRACTOR to transfer title and deliver to DOGM, in the manner and to the extent directed by DOGM:

- (1) Any completed portion of the WORK; and
- (2) Any partially completed portion of the WORK and any parts, tools, dies, jigs, fixtures, plans, drawings, information, and CONTRACT rights (hereinafter called "construction materials") as the CONTRACTOR has specifically produced or specifically acquired for the performance of such part of this CONTRACT as has been terminated; and

the CONTRACTOR shall, upon direction of DOGM, protect and preserve property in the possession of the CONTRACTOR in which DOGM has an interest.

Payment for completed WORK accepted by DOGM shall be at the contract price. Payment for construction materials delivered to and accepted by DOGM and for the protection and preservation of property shall be in an amount agreed upon by the CONTRACTOR and DOGM. DOGM may withhold from amounts otherwise due the CONTRACTOR for such completed WORK or construction materials such sum as DOGM determines to be necessary to protect DOGM against loss because of outstanding liens or claims of former lien holders.

- E. If, after notice of termination of the contract under the provisions of this clause, it is determined for any reason that the CONTRACTOR was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall, if the CONTRACT contains a clause providing for termination for convenience of DOGM, be the same as if the notice of termination had been issued pursuant to such clause. If, after notice of termination of this CONTRACT under the provisions of this clause, it is determined for any reason that the CONTRACTOR was not in default under the provisions of the clause, and if this CONTRACT does not contain a clause providing for termination for convenience of DOGM, the CONTRACT shall be equitably adjusted to compensate for such termination and the contract modified accordingly.
- F. The rights and remedies of DOGM provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this CONTRACT.

#### **23. Application for Payments:**

The CONTRACTOR shall submit an application monthly for progress payments to DOGM for approval. The CONTRACT REPRESENTATIVE shall approve the payment, and obtain the signature of the inspector for payment. Receipts or other vouchers showing payments for the materials and labor, including payments to Subcontractors, for the preceding month shall be submitted with the application if required.

If payments are made on valuation of WORK done, such application shall be submitted at least ten days before each payment falls due. The CONTRACTOR shall, before the first application, submit to DOGM, a schedule of values for the various parts of the WORK, including quantities, aggregating the total sum of the CONTRACT, divided so as to facilitate payments as outlined above and made out in such form as DOGM and the CONTRACTOR may agree upon, and supported by such evidence as to its correctness as DOGM may direct. This schedule, when approved by DOGM, shall be used as a basis for payment, unless it be found to be in error. In applying for payments, the CONTRACTOR shall submit in

duplicate a statement based upon this schedule and itemized in such form and supported by such evidence as DOGM may direct, showing CONTRACTOR's right to the payment claimed.

In making payments to the CONTRACTOR for completed WORK or for materials stored on site, it is understood between DOGM and the CONTRACTOR that proportionate parts of such payments as are made to the CONTRACTOR for completed WORK of Subcontractors and/or suppliers will be transmitted to such Subcontractors and/or suppliers in the form of payments for completed WORK within ten (10) days after receipt of such payments by the CONTRACTOR. The submittal of an application by a CONTRACTOR for a progress payment shall constitute prima facie representation by that CONTRACTOR that all previous proportionate payments made by DOGM to the CONTRACTOR for completed WORK of Subcontractors and/or suppliers have been transmitted to all appropriate Subcontractors and/or suppliers for their completed WORK within ten (10) days after receipt of respective payments.

The CONTRACTOR may request retainage to be paid to an escrow agent for interest to accrue to the CONTRACTOR's benefit. See DOGM for forms and more information.

#### **24. DOGM's Right to Withhold Certain Amounts and Make Application Thereof:**

DOGM may withhold from payment to the CONTRACTOR such an amount or amounts as, in its 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. DOGM may apply such withheld amounts on the payment of such claims in its discretion. In so doing, DOGM shall be deemed the agent of the CONTRACTOR and payments so made by DOGM shall be considered as a payment made under the CONTRACT by DOGM to the CONTRACTOR and DOGM shall not be liable to the CONTRACTOR for any such payments in good faith made. Such payments may be made without prior determination of the claim or claims.

Neither the final certificate of payment nor any provision in the CONTRACT documents, nor partial or entire occupancy of the premises by DOGM shall constitute an acceptance of WORK not done in accordance with the contract documents or relieve the CONTRACTOR of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The CONTRACTOR shall remedy any defects in the WORK and pay for any damage to other WORK resulting therefrom, which shall appear within a period of one year from the date of the certificate of substantial completion of the WORK, unless a longer period is specified. DOGM will give notice of observed defects with reasonable promptness.

#### **25. Liability Insurance:**

To protect against liability, loss, or expense arising from damage to property or injury or death of any person or persons incurred in any way out of, in connection with or resulting from the WORK provided hereunder, CONTRACTOR shall obtain at

its own expense from reliable insurance companies acceptable to DOGM's Risk Manager and authorized to do business in the state in which the work is to be performed, and shall maintain in full force during the entire period of this contract the following or equivalent insurance:

- (a) Workers' Compensation Insurance and Employers' Liability Insurance providing statutory benefits.
- (b) Comprehensive General Liability Insurance, including premises-operations; explosion; collapse and underground hazards; products and completed operation hazards; blanket contractual; broad form property damage; independent CONTRACTORS; and personal injury including employees with limits not less than \$1,000,000 combined single limit per occurrence.
- (c) Comprehensive Automobile Liability Insurance including owned, hired and non-owned automobiles with limits not less than \$1,000,000 combined single limit per occurrence.
- (d) CONTRACTOR using its own aircraft, or employing aircraft in connection with the WORK performed under this contract shall maintain Bodily Injury and Property Damage Liability coverage with a combined single limit of not less than \$1,000,000 per occurrence.

Any policy required by this section may be arranged under a single policy for the full limit required, or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy.

DOGM may accept equivalent self-insured programs in lieu of insurance upon specific approval of DOGM's Risk Manager.

Irrespective of the requirements as to insurance to be carried by CONTRACTOR as provided herein, insolvency, bankruptcy or failure of any insurance company to pay all claims accruing, shall not be held to relieve CONTRACTOR of any obligations hereunder.

The State of Utah and all Institutions, Agencies, Departments, Authorities and Instrumentalities of the State of Utah, and while acting within the scope of their duties as such: any member of their governing bodies, or of their boards, commissions, or advisory committees, or any of their elected or appointed officials, or any of their employees or authorized volunteers shall be listed as additional insureds under each of the policies required to be purchased and maintained by CONTRACTOR, with the exception of Workers' Compensation. Each policy so required shall be primary to the aforesaid additional insureds listed above, and shall apply to the full policy limits prior to any other insurance coverage which the aforesaid additional insureds may have in the event of claim under any of said policies, but, only with respect to WORK being performed by CONTRACTOR on behalf of the aforesaid additional insureds.

Before the WORK is commenced, certificates evidencing that satisfactory coverage of the type

and limits set forth above are in effect, shall be furnished to DOGM. Such insurance policies shall contain provisions that no alteration, cancellation or material change therein shall become effective except upon thirty (30) days prior written notice to DOGM's Risk Manager as evidenced by return of registered or certified letter sent to DOGM's Risk Manager.

Any and all deductibles in the above described policies shall be assumed by, for the account of, and at sole risk of CONTRACTOR.

#### 26. Property Insurance:

DOGM shall provide "all risk" property insurance to protect DOGM, as well as all CONTRACTORS, Subcontractors and sub-subcontractors with respect to WORK performed hereunder at DOGM's own cost and expense, according to the policy forms currently in force with insurance carriers selected by DOGM's Risk Manager. DOGM's Risk Manager will furnish, upon request, all parties in interest with copies of said policies authenticated by authorized agents of the insurers or the State Risk Management Fund.

The above described policies shall be subject to a total deductible of \$500.00 per loss occurrence, which shall be assumed by all insureds in proportion to their share of the total amount of an insured loss occurrence.

Any insured property loss is to be adjusted with DOGM's Risk Manager, and made payable to DOGM's Risk Manager as trustee for the insureds, as their interests may appear, subject to the requirements of any applicable loss payable clause.

CONTRACTOR and DOGM hereby waive all rights against each other for damages caused by perils insured against under the property insurance provided by DOGM, except such rights as CONTRACTOR may have to the proceeds of such insurance held by DOGM's Risk Manager as trustee.

If the CONTRACTOR requests in writing that insurance for special hazards be included in the property insurance policy, DOGM's Risk Manager shall, if possible, include such insurance, and the cost thereof shall be charged to the CONTRACTOR by appropriate change order.

#### 27. Indemnification:

"Indemnities" shall be defined for the purposes of this section: 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.

The CONTRACTOR will protect, indemnify and hold harmless indemnities from every kind and character of damages, losses, expenses, demands, claims and causes of action arising against indemnities and their Subcontractors, their officers, agents, employees or any other person, firm or corporation whatsoever from, against, or on account of any and all claims damages, losses, demands causes of

action and expenses (including attorney's fees) arising out of or resulting from any violation or alleged violation by CONTRACTOR, his officers, agents and employees, or his Subcontractors or their officers, agents and employees of any federal, state or local law, statute or ordinance, relating to the WORK to be performed by the CONTRACTOR on the project growing out of or incident to the WORK to be performed and operations to be conducted by CONTRACTOR, or his Subcontractors, under this agreement, whether such claims, death or damages, result from or are claimed to have resulted from the negligence of CONTRACTOR, his officers, agents or employees, or his Subcontractors, their officers, agents, employees, or whether resulting from or alleged to have resulted from the concurrent negligence of indemnities and/or CONTRACTORS, their officers, agents or employees. The CONTRACTOR, at his own expense, shall defend any suit or action brought against DOGM based on any such alleged injury, death or damage, and shall pay all damages, costs and expenses, including attorney's fees in connection therewith or in any manner resulting therefrom. Such damages will include all the injuries or damages occasioned by the failure of, use of, or misuse of any and all kinds of equipment, whether owned or rented by CONTRACTOR or furnished by a Subcontractor.

DOGM shall be fully informed by the CONTRACTOR of settlement negotiations regarding any matter referred to in the preceding paragraph and shall first approve any settlement to be made by CONTRACTOR. Any such settlement shall include a release of all claims relating to DOGM. The form copy of all releases obtained shall be furnished by DOGM. If CONTRACTOR is unable to make settlement of any such claims within fifteen (15) days after the final completion date, DOGM reserves the right, at his/her option, to either make settlement of the claim and charge the amount to CONTRACTOR or to withhold the dollar amount, in whole or in part, of the claim or claims in question from payment to CONTRACTOR until DOGM receives a release for such claim or claims.

In any and all claims against indemnities by any employee or CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

The CONTRACTOR shall indemnify and hold harmless indemnities from all claims, demands, causes of action or suits of whatever nature arising out of services, equipment, supplies, materials and/or labor furnished by CONTRACTOR or its Subcontractors under this agreement; from all labor and/or mechanic or materialmen liens upon the real property upon which the work is located arising in favor of laborers and/or materialmen, Subcontractors and suppliers, out of services, equipment, supplies, materials and/or labor furnished by CONTRACTOR or any of his/her Subcontractors from all liens, claims and encumbrances arising from the performance of

CONTRACTOR or his/her Subcontractors.

#### **28. Guarantee Bonds:**

The CONTRACTOR shall include in his/her bid, as part of the quoted total, all costs involved in securing and furnishing the following bonds based on the completed cost of the CONTRACT:

- (a) A full 100% performance bond covering the faithful execution of the CONTRACT; and
- (b) A full 100% payment bond of all obligations arising thereunder.

#### **29. Liens:**

Neither the final payment nor any part of the retained percentage shall become due until the CONTRACTOR, if required, shall deliver to DOGM a complete release of all liens arising out of this CONTRACT, or receipts in full in lieu thereof, and, if required in either case, an affidavit that so far as CONTRACTOR has knowledge or information the releases and receipts include all the labor and materials for which a lien could be filed, but the CONTRACTOR may, if any Subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to DOGM to indemnify him/her against any lien. If any lien remain unsatisfied after all payments are made, the CONTRACTOR shall refund to DOGM all moneys that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

#### **30. Assignment:**

The CONTRACTOR shall not assign the CONTRACT or sublet it as a whole without the written consent of DOGM, nor shall the CONTRACTOR assign any moneys due or to become due to CONTRACTOR hereunder, without the previous written consent of DOGM.

#### **31. Mutual Responsibility of Contractors:**

Should the CONTRACTOR cause damage to any separate CONTRACTOR on the WORK, the CONTRACTOR agrees, upon due notice, to settle with such CONTRACTOR by agreement or arbitration, if he/she will so settle. If such separate CONTRACTOR sues DOGM on account of any damage alleged to have been so sustained, DOGM shall notify the CONTRACTOR, who shall defend such proceedings at his/her own expense, and if any judgment against DOGM arises therefrom, the CONTRACTOR shall pay or satisfy it in its entirety.

#### **32. Separate Contracts:**

DOGM reserves the right to let other CONTRACTS in connection with this WORK. The CONTRACTOR shall afford other CONTRACTORS reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate his/her WORK with theirs.

If any part of the CONTRACTOR's WORK depends for proper execution or results upon the WORK of any other CONTRACTOR, the CONTRACTOR shall inspect and promptly report to DOGM any defects in such WORK that render it unsuitable for such

proper execution and results. His/her failure so to inspect and report shall constitute an acceptance of the other CONTRACTOR's work as fit and proper for the reception of his/her work, except as to defects which may develop in the other CONTRACTOR's WORK after the execution of his/her WORK. To insure the proper execution of his/her subsequent WORK, the CONTRACTOR shall measure WORK already in place and shall at once report to DOGM any discrepancy between the executed WORK and the drawings.

**33. Subcontractors:**

The two apparent low bidders shall furnish to DOGM, within twenty-four (24) hours after the opening of bids, a list of the Subcontractors by name and amounts where Subcontractors' bids are in excess of \$5,000 and shall not employ any that DOGM may, within a reasonable time, object to as incompetent or unfit. Bidders shall not list themselves or "self" under any category as Subcontractor unless the bidder intends to perform as the Subcontractor for which he/she lists "self," and unless he/she generally and regularly performs that type of subcontract WORK. DOGM shall, on request, furnish to any Subcontractor, wherever practicable, evidence of the amounts certified on this account.

The CONTRACTOR agrees that CONTRACTOR is as fully responsible to DOGM for the acts and omissions of his Subcontractors and of persons either directly or indirectly employed by them, as he/she is for the acts and omissions of persons directly employed by CONTRACTOR.

Nothing contained in the CONTRACT documents shall create any contractual relation between any Subcontractor or supplier and DOGM.

**34. Relations of CONTRACTOR and Subcontractor:**

The CONTRACTOR agrees to bind every Subcontractor and every Subcontractor agrees to be bound by the terms of the agreement, the general conditions, and the drawings and specifications as far as applicable to his/her WORK. Nothing in this article shall create any obligation on the part of DOGM to pay or to see to the payment of any sums to any Subcontractor.

**35. State's Inspection:**

DOGM, at his/her option, may assign an inspector to the project. Such staff inspector will cooperate with the CONTRACT REPRESENTATIVE and design engineer in noting deviations from, or necessary adjustments to, the CONTRACT documents or of deficiencies or defects in the construction. The staff inspector's presence on the project, however, shall in no way relieve the CONTRACT REPRESENTATIVE of the prime responsibilities as set forth herein.

**36. CONTRACT REPRESENTATIVE Status:**

DOGM shall appoint a CONTRACT REPRESENTATIVE who shall have general supervision of the work and he/she is the agent of DOGM to the extent provided in the CONTRACT documents and when in special instances he/she is

authorized by DOGM to so act.

As the CONTRACT REPRESENTATIVE is, in the first instance, an interpreter of the conditions of the CONTRACT and a judge of its performance, he/she shall side neither with DOGM nor with the CONTRACTOR, but shall use his/her powers under the CONTRACT to enforce its faithful performance by both.

**37. CONTRACT REPRESENTATIVE's Decisions:**

The CONTRACT REPRESENTATIVE shall, within a reasonable time, make decisions on all claims of DOGM or CONTRACTOR and on all other matters relating to the execution and progress of the WORK or the interpretation of the CONTRACT documents.

**38. Cash Allowances:**

The CONTRACTOR shall include in the BID PRICE all allowances named in the CONTRACT documents and shall cause the WORK so covered to be done by such CONTRACTORS and for such sums as the CONTRACT REPRESENTATIVE may specify and certify, the BID PRICE being adjusted in conformity therewith, upon approval of DOGM.

**39. Use of Premises:**

The CONTRACTOR shall confine apparatus, the storage of materials and the operations of his/her workers to limits indicated by law, ordinances, permit or directions of the CONTRACT REPRESENTATIVE and shall not unreasonably encumber the premises with his/her materials. The CONTRACTOR shall not load or permit any part of the equipment or structure to be loaded with a weight that will endanger its safety or the safety of any person on the premises.

**40. Cutting, Patching and Digging:**

The CONTRACTOR shall do all cutting, patching or fitting of his/her WORK that may be required to make its several parts come together properly and fit it to receive or be received by WORK of other CONTRACTORS shown upon, or reasonably implied by, the drawings and specifications for the completed structure, and he shall make good after them as the CONTRACT REPRESENTATIVE may direct.

Any cost caused by defective or ill-timed work shall be borne by the party responsible therefor. The CONTRACTOR shall not endanger any WORK by cutting, digging or otherwise, and shall not cut or alter the WORK of any other CONTRACTOR save with the consent of the CONTRACT REPRESENTATIVE.

**41. Cleaning Up:**

The CONTRACTOR shall at all times keep the premises free from accumulations of waste material or rubbish caused by his/her employees or WORK. At the completion of the WORK, CONTRACTOR shall remove all rubbish from and about the building and all tools, scaffolding and surplus materials and shall leave his/her WORK "broom-clean" or its equivalent, unless more exactly specified. In case of dispute, DOGM may remove the rubbish and charge the cost to the several CONTRACTORS as

the CONTRACT REPRESENTATIVE may determine to be just.

**42. Substitutions:**

Where reference is made to one or more propriety products but restrictive descriptive material of one or more manufacturer(s) is used, it is understood that the products of other manufacturers will be accepted, provided they equal or exceed the standards set forth in the plans and specifications and are compatible with the intent and purpose of the design, subject to the written approval of DOGM and the CONTRACT REPRESENTATIVE prior to the opening of bids. Requests for and information pertaining to said approval must be submitted to DOGM no later than four (4) working days (not including Saturday, Sunday or state holidays) prior to bid opening. If the descriptive material is not restrictive, the products of other manufacturers specified will be accepted without prior approval provided they are compatible with the intent and purpose of the design.

The CONTRACTOR may propose the substitution of any material as a supplement to his/her bid with the monetary amount, additive or deductive as may be the case, clearly stated and shall include the manufacturer's complete descriptive information with the proposed substitution. This shall be completely apart and separate from the BID PRICE quotation and shall be solely for the information of DOGM and the use of such proposed substitutions shall be strictly at the decision of DOGM. If substitution is accepted by DOGM, the CONTRACT sum shall be adjusted from the BID PRICE either up or down as indicated on the supplementary list by change order after award.

**43. Laying Out WORK:**

The CONTRACTOR shall be held strictly responsible for the accuracy of the laying out of his/her WORK and for its strict conformity with the existing conditions of the building and shall determine all changes and chases and openings before WORK is commenced.

**44. Emergencies:**

In an emergency affecting the safety of life, or of the structure or of adjoining property, then the CONTRACTOR, without special instruction or authorization from DOGM, shall act at his/her discretion to prevent such threatened loss or injury. Any compensation claimed to be due him/her therefrom shall be determined as provided for under Article 17, "Changes."

**45. Testing of Materials:**

In case the CONTRACT REPRESENTATIVE direct that any materials be tested or analyzed, then the CONTRACTOR shall furnish a sample for the test, such sample being selected according to the directions of the CONTRACT REPRESENTATIVE. The cost of testing or analysis of such sample or samples shall be borne by the manufacturer or supplier of the product. This provision shall not apply to the testing of concrete. The cost of testing shall be borne by DOGM.

**46. Temporary Enclosing, Drying Out, Etc.:**

If applicable when openings are made in exterior walls, the CONTRACTOR shall, if required by DOGM on account of weather or security conditions, close up all exterior openings (except one or more which are to be provided with battened doors, padlocks, etc.) with temporary frames covered with approved material.

The CONTRACTOR must, at all times, protect the building from damage from weather, surface water or subsoil drainage. He/she must keep the excavations dry, if necessary, by pumping, while concrete or masonry is being laid.

**47. Examination of Site:**

The CONTRACTOR shall visit the site and examine for himself/herself the site conditions. He/she shall furnish all labor and materials necessary for preparation of the site for the execution of this CONTRACT.

**48. Storage and Care of Materials:**

The CONTRACTOR shall provide, maintain and remove when directed, suitable, substantial, watertight storage sheds upon the premises where directed, in which he/her shall store his/her materials. All cement, lime and other materials affected by moisture shall be covered and protected to keep from damage while it is being transported to the site.

**49. Construction Risks:**

The construction and all materials and WORK connected therewith shall be at the CONTRACTOR's risk until they are accepted, and he/she will be held responsible for and liable for their safety in the amount paid to him/her by DOGM on account thereof.

**50. Temporary Appurtenances and Conveniences:**

The CONTRACTOR shall provide well-fastened ladders and other means to facilitate inspection of the work.

**51. Scaffolding, Tools, Etc.:**

The CONTRACTOR shall provide and erect all the necessary platforms, scaffolds and supports of ample strength required for the handling of the materials and other loading to be imposed. The same shall apply to all derricks and hoisting machinery, all appliances and materials, ladders, horses, poles, plants, ropes, wedges, centers, moulds, and other tools and materials, and the cartage thereof to and from the site as may become necessary for the performance of his/her contract.

**52. Sanitary Provisions:**

The CONTRACTOR shall provide a chemical toilet for his workers' use. The CONTRACTOR shall keep the toilet clean, neat and in first-class condition at all times.

**53. Refuse:**

Refuse barrels are to be provided by the CONTRACTOR for the workers' lunch boxes and

papers.

**54. Removing Water:**

The CONTRACTOR shall remove, at his/her expense from all excavations and/or from the site, all unwanted water appearing from any cause during any stage of the WORK until the site is accepted by DOGM. All excavations shall be free from water before any concreting or other WORK is done in them.

**55. Taxes:**

The CONTRACTOR shall include in his/her BID PRICE the cost of social security, unemployment compensation, and sales and use taxes as required by federal and state laws.

**56. Citizens Preferred:**

Preference shall be given in hiring citizens of the United States or those having declared their intention of becoming citizens; failure to comply may result in DOGM declaring the contract void.

**57. Code Requirements:**

The provisions of the 1979 Uniform Building Code, and the 1980 Supplement to Uniform Building Code and Uniform Building Code Standards, the 1981 National Electrical Code, except as specific variances therewith may be authorized by DOGM, and the 1979 Utah Plumbing Code as amended, shall apply.

If the drawings and specifications fail to meet the minimum standards of the above-mentioned codes, it shall be the responsibility of the CONTRACTOR to bring such information to the attention of DOGM having jurisdiction. Subcontractors shall also inform the CONTRACTOR of any infractions of the above-mentioned codes regarding their own particular trades.

In the event that workmanship or incidental materials are not specified or indicated, they shall at least conform to the above-mentioned codes and shall be incorporated into the work without any additional cost to DOGM. If the plans and specifications call for items or workmanship which exceed the codes, the plans and specifications hold precedence over any code requirements.

**58. Nondiscrimination - Equal Employment Opportunity:**

In order to comply with the provisions of the Utah Anti-Discrimination Act of 1965, relating to unfair employment practices, the CONTRACTOR agrees as follows:

- A. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, sex, religion ancestry or natural origin.
- B. In all solicitations or advertisements for employees, the CONTRACTOR will state that all qualified applicants will receive consideration without regard to race, color, sex, religion, ancestry or national origin.
- C. The CONTRACTOR will send to each labor

union or workers' representative notices to be provided, stating the CONTRACTOR's responsibilities under the statute.

- D. The CONTRACTOR will furnish such information and reports as requested by the division for the purpose of determining compliance with the statute.
- E. Failure of the CONTRACTOR to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause shall be deemed a breach of contract and it may be canceled, terminated or suspended in whole or in part.
- F. The CONTRACTOR shall include the provisions of the above Paragraphs A through E in all subcontracts for this project.

**59. Affirmative Action:**

The CONTRACTOR will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

At its discretion, DOGM may perform a compliance review at the office and project of the CONTRACTOR to check on compliance in hiring practices, record-keeping, contracting of agencies and unions, advertising, informing of personnel of the requirements under this provision, etc. If the visit to the project site or other information received indicates need to perform a compliance review more frequently on a project, this will be done. The size of the project, complaint situation, and past record of CONTRACTOR will determine the frequency of on-the-job compliance reviews.

**60. Safety:**

The CONTRACTOR shall institute a safety program at the start of construction to minimize accidents; such program to continue to the end of the job and conform to the latest general safety orders of the State Industrial Commission. The CONTRACTOR shall post signs, erect barriers, etc., as necessary to implement this program. The CONTRACTOR shall have all workers and all visitors on site wear safety hard hats and obey all safety rules and regulations and statutes as soon as the CONTRACTOR proceeds. The CONTRACTOR shall post a sign regarding hats in a conspicuous location and furnish extra hats at his/her expense for visitors.

**61. Rubbish Disposal:**

Rubbish, trash, etc., shall not be burned on premises unless approved by the local fire authority, but rather, hauled from the site and legally disposed of or other methods as specified by DOGM.

**62. Subcontractors Financial Bid Limits and License Classification:**

The CONTRACTOR shall verify the license

classification and bid limit of each of his/her Subcontractors. Regulations prohibit work of the above Subcontractors exceeding their respective bid limit and working outside of license classification as determined by the Division of Occupational and Professional Licensing, Department of Commerce.

In the event the bid limit or classification is not complied with, the respective Subcontractor(s) mentioned above will be disqualified by DOGM, and the CONTRACTOR shall be responsible to provide a suitable and properly qualified Subcontractor as approved by DOGM without a change in the contract price.

### 63. Balancing and Testing:

It is the intent of this specification that the site, when presented to DOGM for final acceptance, be complete and operable in all respects, including, but not limited to, mechanical, utilities, and other systems which are tuned, tested, and balanced to the satisfaction of DOGM, or his/her appropriate engineers and consultants. Any and all testing and balancing necessary shall be done as part of the CONTRACT with the state.

During, or in connection with the inspection of the WORK, the CONTRACTOR or his/her appropriate Subcontractor(s) shall perform such tests and/or demonstrations of the operation of the systems, or its components, as may be requested by DOGM, or his/her appropriate engineers and consultants, as necessary to adequately determine the acceptability of the installation.

### 64. Substantial Completion:

DOGM will conduct inspections to determine the dates of substantial completion and final payment, will receive written guarantees and related documents required by the CONTRACT and assembled by the CONTRACTOR and submit these to DOGM, and will issue a final certificate for payment.

The date of substantial completion of the WORK or designated portion thereof is the date certified by DOGM when construction is sufficiently complete in accordance with the CONTRACT documents so DOGM may occupy the site or designated portion thereof for the use for which it is intended. When the CONTRACTOR determines that the WORK, or a designated portion thereof acceptable to DOGM, is substantially complete, DOGM shall prepare a list of items to be completed or corrected. The failure to include any item on such list does not alter the responsibility of the CONTRACTOR to complete all WORK in accordance with the contract documents. When DOGM, on the basis of an inspection, determines that this WORK is substantially complete, the CONTRACT REPRESENTATIVE then will prepare a Certificate of Substantial Completion which shall establish the date of substantial completion; shall state the responsibilities of DOGM and the CONTRACTOR for maintenance, heat, utilities and insurance; and shall fix the time within which the CONTRACTOR shall complete the items listed therein, said time to be within the CONTRACT time unless extended pursuant to Article, "Delays and Extension of Time." The certificate of substantial completion shall be submitted to DOGM and the CONTRACTOR for

their written acceptance of the responsibilities assigned to them in such certificate. A sample form of the certificate of substantial completion is included in the specifications.

If within one year after the date of substantial completion or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the CONTRACT documents, any of the WORK is found to be defective or not in accordance with the CONTRACT documents, the CONTRACTOR shall correct it promptly after receipt of written notice from DOGM to do so unless DOGM has previously given the CONTRACTOR a written acceptance of such condition. DOGM shall give such notice promptly after discovery of the condition.

### 65. Other Prohibited Interests:

No official of DOGM who is authorized in such capacity and on behalf of DOGM to negotiate, make, accept or approve, or to take part in negotiating, making, accepting, or approving any architectural engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly interested personally in the contract or in any part hereof.

No officer, employee, attorney, engineer or inspector of or for DOGM who is authorized in such capacity and on behalf of DOGM to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

### 66. Conflicting Conditions:

Any provision in any of the CONTRACT documents which may be in conflict or inconsistent with any of the paragraphs in these general conditions shall be void to the extent of such conflict or inconsistency. In the event of conflicts of plans and specifications, the CONTRACTOR shall follow the most stringent requirements as approved by DOGM.

### 67. Monthly Progress Meetings:

Monthly progress meetings may be held at the discretion of DOGM or the general CONTRACTOR, at which time the Subcontractors and/or suppliers will be required to be present.

### 68. Suspension of WORK:

- A. Suspension of WORK for the Convenience of DOGM. DOGM may order the CONTRACTOR in writing to suspend, delay or interrupt all or any part of the WORK for such period of time as DOGM may determine to be appropriate for the convenience of DOGM.
- B. Adjustment of Cost. If the performance of all or any part of the work is suspended, delayed or interrupted by an act or failure to act of DOGM for an unreasonable period of time, an equitable adjustment in the CONTRACT price shall be made for any increase in the cost of

performance of this CONTRACT necessarily caused by such unreasonable suspension, delay or interruption and an equitable adjustment of time for completion of the WORK will be allowed the CONTRACTOR and the CONTRACT shall be modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay or interruption to the extent:

- (1) That performance would have been so suspended, delayed or interrupted by any other cause, including the fault or negligence of the CONTRACTOR; or
- (2) For which an adjustment is provided or excluded under any other provision of this CONTRACT.

C. Time Period for Claims. Any claim by the CONTRACTOR for adjustment under this clause must be asserted by the CONTRACTOR, in writing, within thirty (30) days from the date of termination of such suspension, delay or interruption; provided that DOGM may, in his/her sole discretion, receive and act upon any such claim asserted at any time prior to final payment under this CONTRACT.

D. Adjustments of Price. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the price adjustment clause of this CONTRACT.

#### 69. Differing Site Conditions:

- A. Notice. The CONTRACTOR shall promptly, and before such conditions are disturbed, notify DOGM, in writing, concerning any:
- (1) Subsurface or latent physical conditions at the site differing materially from those indicated in this CONTRACT; or
  - (2) Unknown physical conditions at the site of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in WORK of the character provided for in this CONTRACT.
- B. Adjustments of Price or Time for Performance. After receipt of such notice, DOGM shall promptly investigate the site, and if it is found that such conditions do materially so differ and cause an increase in the CONTRACTOR's cost of, or the time required for, performance of any part of the WORK under this contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the CONTRACT modified in writing accordingly. Any adjustment in CONTRACT price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this CONTRACT.
- C. Time Period for Notice of Claims. Any claim by the CONTRACTOR for an adjustment under this clause must be asserted by the CONTRACTOR, in writing, within thirty (30) days from the date of the CONTRACTOR's notice to DOGM concerning the differing site

conditions; provided that DOGM may, in his/her sole discretion, receive and act upon any such claim asserted at any time prior to issuance of notice of substantial completion.

- D. No claim shall be allowed unless the CONTRACTOR has given the notice required in Subparagraph (A) of this clause; provided that the time prescribed therefor may be extended by DOGM.
- E. Knowledge. Nothing contained in this clause shall be grounds for an adjustment in compensation if the CONTRACTOR had actual knowledge of the existence of such conditions prior to the submission of bids.

#### 70. Price Adjustment:

- A. Price Adjustment Methods. Any adjustment in BID PRICE pursuant to any clause in this CONTRACT shall be made in one or more of the following ways:
- (1) By agreement on a fixed-price adjustment before commencement of the pertinent performance;
  - (2) By unit prices specified in this CONTRACT;
  - (3) By the costs attributable to the applicable events or situations, plus appropriate profit or fee, in the following manner:
    - (a) The CONTRACTOR shall furnish to DOGM a detailed estimate of the actual cost of labor, materials, taxes and equipment required for the performance of such WORK. Equipment rental rates shall not exceed those of comparable rates charged by rental companies or as agreed to by DOGM and CONTRACTOR prior to start of the project.
    - (b) For added or omitted work by a Subcontractor (not including unit price) the CONTRACTOR shall furnish to DOGM a detailed estimate of the actual cost of the Subcontractors for labor, materials, taxes and equipment to be used for such WORK. Each such estimate shall be signed by the Subcontractor as his/her estimate of the costs thereto.
    - (c) The CONTRACTOR and Subcontractor agree that a fixed fee not exceeding 15% of the increased costs shall be full compensation to cover all costs of supervision, overhead, bond, and any other direct or indirect overhead expenses and profit.
  - (4) In such manner as the parties may mutually agree; or
  - (5) In the absence of agreement between the parties, by a unilateral determination by

DOGM of the costs attributable to the applicable event or situation, plus appropriate profit or fee, all as computed by DOGM, subject to the CONTRACTOR's legal and contractual remedies.

- B. Submission of Cost or Pricing Data. The CONTRACTOR shall submit certified cost or pricing data for any price adjustments, except where they are based upon established catalog prices or market prices, or upon adequate price competition or are set by law or regulation. Any price adjustments allowable hereunder shall exclude sums found by DOGM to have resulted from any cost or pricing data furnished by the CONTRACTOR which were inaccurate, incomplete or not current as of the date of their submission to DOGM.

**71. Termination for Convenience of DOGM:**

- A. The performance of WORK under this contract may be terminated by DOGM in accordance with this clause in whole, or from time to time, in part, whenever DOGM shall determine that such termination is in the best interest of DOGM or any person for whom DOGM is acting under this CONTRACT. Any such termination shall be effected by delivery to the CONTRACTOR of a notice of termination specifying the extent to which performance of WORK under the contract is terminated, and the date upon which such termination becomes effective.

No termination may be effected unless the CONTRACTOR is given (1) not less than ten calendar days written notice (delivered by certified mail, return receipt requested), and (2) an opportunity for consultation with DOGM prior to termination.

- B. After receipt of a notice of termination, and except as otherwise directed by DOGM, the CONTRACTOR shall:
- (1) Stop WORK under the CONTRACT on the date and to the extent specified in the notice of termination;
  - (2) Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the WORK under the CONTRACT as is not terminated;
  - (3) Terminate all orders and subcontracts to the extent that they relate to performance of WORK terminated by the notice of termination;
  - (4) Assign to DOGM in the manner, at the times, and to the extent directed by DOGM, all of the right, title, and interest of the CONTRACTOR under the orders and subcontracts so terminated, in which case DOGM shall have the right, in his/her discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
  - (5) Settle all outstanding liabilities and all

claims arising out of such termination of orders and subcontracts, with the approval or ratification of DOGM, which approval or ratification shall be final for all the purposes of this clause:

- (6) Transfer title and deliver to DOGM in the manner, at the times, and to the extent, if any, directed by DOGM:
    - (a) The fabricated or unfabricated parts, WORK in process, completed WORK, supplies, and other material produced as a part of, or acquired in connection with the performance of the WORK terminated by the notice of termination; and
    - (b) The completed or partially completed plans, drawings, information, and other property which, if the CONTRACT had been completed, would have been required to be furnished to DOGM;
  - (7) Use his/her best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorized by DOGM, any property of the types referred to in (6) above; provided, however, that the CONTRACTOR:
    - (a) Shall not be required to extend credit to any purchaser; and
    - (b) May acquire any such property under the conditions prescribed by and at a price or prices approved by DOGM; and provided further that the proceeds of any such transfer of disposition shall be applied in reduction of any payments to be made by DOGM to the CONTRACTOR under this CONTRACT or shall otherwise be credited to the price or cost of the work covered by this CONTRACT or paid in such other manner as DOGM may direct;
  - (8) Complete performance of such part of the WORK as shall not have been terminated by the notice of termination; and
  - (9) Take such action as may be necessary, or as DOGM may direct, for the protection and preservation of the property related to this contract which is in the possession of the CONTRACTOR in which DOGM has or may acquire an interest.
- C. After receipt of a notice of termination, the CONTRACTOR shall submit to DOGM his/her termination claim, in the form and with certification prescribed by DOGM. Such claim shall be submitted promptly but in no event not later than sixty (60) days from the effective date of termination, unless one or more extensions in writing are granted by DOGM, upon request of the CONTRACTOR made in writing within such period or authorized extension thereof. However, if DOGM determines that the facts justify such action,

he/she may receive and act upon any such termination claim at any time after such sixty (60) day period or any extension thereof. Upon failure of the CONTRACTOR to submit his/her termination claim within the time allowed, DOGM may determine, on the basis of information available to him/her, the amount, if any, due to the CONTRACTOR by reason of the termination and shall thereupon pay to the CONTRACTOR the amount so determined.

D. Subject to the provisions of Paragraph (C), the CONTRACTOR and DOGM may agree upon the whole or any part of the amount or amounts to be paid to the CONTRACTOR by reason of the total or partial termination of WORK pursuant to this clause, which amount or amounts may include a reasonable allowance for profit on WORK done; provided that such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the CONTRACT price of work not terminated. The CONTRACT shall be amended accordingly, and the CONTRACTOR shall be paid the agreed amount. Nothing in Paragraph (E) of this clause, prescribing the amount to be paid to the CONTRACTOR in the event of failure of the CONTRACTOR and DOGM to agree upon the whole amount to be paid to the CONTRACTOR by reason of the termination of work pursuant to this clause, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which may be agreed upon to be paid to the CONTRACTOR pursuant to this Paragraph (D).

E. In the event of the failure of the CONTRACTOR and DOGM to agree, as provided in Paragraph (D), upon the whole amount to be paid to the CONTRACTOR by reason of the termination of WORK pursuant to this clause, DOGM shall pay to the CONTRACTOR the amounts determined by DOGM as follows, but without duplication of any amounts agreed upon in accordance with Paragraph (D):

- (1) With respect to all CONTRACT WORK performed prior to effective date of the notice of termination, the total (without duplication of any items) of:
  - (a) The cost of such WORK;
  - (b) The cost of settling and paying claims arising out of the termination of WORK under subcontracts or orders as provided in Paragraph (B)(5) above, exclusive of the amounts paid or payable on account of supplies or materials delivered or services furnished by the Subcontractor prior to the effective date of the notice of termination under this CONTRACT, which amounts shall be included in the cost on account of which payment is made under (a) above; and
  - (c) A sum, as profit on (a) above,

determined by DOGM to be fair and reasonable; provided, however, that if it appears that the CONTRACTOR would have sustained a loss on the entire CONTRACT had it been completed, no profit shall be included or allowed under this subdivision (c) and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss; and

- (2) The reasonable cost of the preservation and protection of property incurred pursuant to Paragraph (B)(9); and any other reasonable cost incidental to termination of WORK under this CONTRACT, including expense incidental to the determination of the amount due to the CONTRACTOR as the result of the termination of WORK under this CONTRACT.

The total sum to be paid to the CONTRACTOR under (E)(1) above shall not exceed the total CONTRACT price as reduced by the amount of payments otherwise made and as further reduced by the CONTRACT price of WORK not terminated. Except for normal spoilage, and except to the extent that DOGM shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the CONTRACTOR under (E)(1) above, the fair value, as determined by DOGM of property which is destroyed, lost, stolen, or damaged so as to become undeliverable to DOGM, or to a buyer pursuant to Paragraph (B)(7).

F. In arriving at the amount due the CONTRACTOR under this clause, there shall be deducted:

- (1) All unliquidated advance or other payments on account theretofore made to the CONTRACTOR, applicable to the terminated portion of this CONTRACT;
- (2) Any claim which DOGM may have against the CONTRACTOR in connection with this CONTRACT; and
- (3) The agreed price for, or the proceeds of sale of, any materials, supplies, or other things acquired by the CONTRACTOR or sold, pursuant to the provisions of this clause, and not otherwise recovered by or credited to DOGM.

G. If the termination hereunder be partial, the CONTRACTOR may file with DOGM a claim for an equitable adjustment of the price or prices specified in the CONTRACT relating to the continued portion of the CONTRACT (the portion not terminated by the notice of termination), and such equitable adjustment as may be agreed upon shall be made in such price or prices. Any claim by the CONTRACTOR for an equitable adjustment under this clause must be asserted within sixty (60) days from the effective date of the notice

of termination, unless an extension is granted in writing by DOGM.

- H. DOGM may, from time to time, under such terms and conditions as he may prescribe, make partial payments and payments on account against costs incurred by the CONTRACTOR in connection with the terminated portion of this CONTRACT whenever, in the opinion of DOGM the aggregate of such payments shall be within the amount to which the CONTRACTOR will be entitled hereunder. If the total of such payments is in excess of the amount finally agreed or determined to be due under this clause, such excess shall be payable by the CONTRACTOR to DOGM upon demand, together with interest at a rate equal to the average rate at the time being received from the investment of state funds, as determined by the State Treasurer, for the period from the date such excess is repaid to DOGM; provided, however, that no interest shall be charged with respect to any such excess payment attributable to a reduction in the CONTRACTOR's claim by reason of retention or other disposition of termination inventory until ten (10) days after the date of such retention or disposition, or such later date as determined by DOGM by reason of the circumstances.
- I. Unless otherwise provided for in this contract, or by applicable statute, the CONTRACTOR shall-- from the effective date of termination until the expiration of three years after final settlement under this CONTRACT-- preserve and make available to DOGM at all reasonable times at the office of the CONTRACTOR, but without direct charge to DOGM, all books, records, documents and other evidence bearing on the costs and expenses of the CONTRACTOR under this CONTRACT and relating to the work terminated hereunder, or, to the extent approved by the contracting officer, photographs, micrographs, or other authentic reproductions thereof.

#### **72. Liquidated Damages:**

The CONTRACTOR is referred to Attachment C, Article 12 of the contract for conditions of liquidated damages.

#### **73. Termination for Breach, Etc.:**

If the CONTRACTOR shall be adjudged bankrupt, or if CONTRACTOR should make a general assignment for the benefit of his/her creditors, or if a receiver should be appointed on account of CONTRACTOR's insolvency, or if CONTRACTOR or any of his/her Subcontractors should violate any of the provisions of this CONTRACT, DOGM may serve written notice upon CONTRACTOR of its intention to terminate said CONTRACT; and unless within ten (10) days after the serving of such notice, such violation shall cease, DOGM then may take over the WORK and prosecute same to completion by CONTRACT or by any other method it may deem advisable for the amount and at the expense of the CONTRACTOR. The CONTRACTOR shall be liable to DOGM for any excess cost occasioned DOGM thereby and in such event, DOGM 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 and necessary therefor.

#### **74. Normal Daylight Hours:**

Contractor shall perform WORK on the premises during normal daylight hours and shall not perform WORK on the site when artificial light would be required to safely perform the WORK.

#### **75. Normal Working Days:**

CONTRACTOR shall perform the WORK during normal working days and shall not work during Sundays, or recognized national and state holidays. CONTRACTOR may take the option of working on Saturdays if the WORK is scheduled regularly to be performed on Saturdays and is approved by DOGM.

#### **76. Use of Explosives**

The storage, possession or use of explosives on the site shall be strictly prohibited unless expressly authorized by DOGM and approved by the State.

#### **77. Compliance with Copeland Regulations**

The CONTRACTOR shall comply with the Copeland Regulations of the Secretary of Labor (29 CFR Part 3) which are incorporated herein by reference.

#### **78. Overtime Compensation**

- A. The CONTRACTOR or Subcontractor shall not require or permit any laborer or mechanic in any workweek in which he or she is employed under this CONTRACT to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek, whichever is the greater number of overtime hours.
- B. In the event of any violation of the provisions of paragraph (a), the CONTRACTOR or Subcontractor shall be liable to any affected employee for any amounts due, and to the State of Utah for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions of paragraph (a) in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard forty hour workweek without payment of the overtime wages required by paragraph (a).

#### **79. Clean Air and Water**

The CONTRACTOR shall use best efforts to comply with all requirements and applicable regulations, standards, and implementation plans under the Clean Air Act (42 USC 7401 et seq.) and the Clean Water Act (33 USC 1251 et seq.). No part of the WORK shall be performed in a facility listed on the U.S. Environmental Protection Agency List of Violating Facilities during the term of the CONTRACT. CONTRACTOR further agrees to

insert the substance of this clause in any Subcontract.

Clean air and water standards include any enforceable rules, regulations, guidelines, orders, or other requirements issued under the Clean Air Act, Clean Water Act, or Executive Order 11738; applicable approved implementation plans described in Sections 110(d), 111(c&d), or 112(d) of the Clean Air Act; and requirements contained in permits issued by the U.S. Environmental Protection Agency or state or local governments authorized by Sections 402 or 307 of the Clean Water Act. "Facility," as used here, means any building, plant, structure, mine, location, or site of operations owned, leased, or supervised by the CONTRACTOR or Subcontractor in the performance of the CONTRACT.

**80. Statement Clarification of Terms:**

The Division of Oil, Gas & Mining will assume responsibility for design and engineering on this project and will provide inspection. See Articles 36, 37, and 38.

**81. Plan Checks:**

Checks shall be made out to the Utah Division of Oil, Gas & Mining.

**82. Equal Opportunity:**

The CONTRACTOR agrees to abide by the provisions of Titles VI and VII of the Civil Rights Act of 1964 (42 USC 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. CONTRACTOR further agrees to abide by the following directives: Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; federal regulation 45 CFR 90, which prohibits discrimination on the basis of age; Section 504 of the Rehabilitation Act of 1973 (29 USC 701 et seq), which prohibits discrimination on the basis of handicap; and Utah's Executive Order, dated June 30, 1989, which prohibits sexual harassment in the workplace.

**83. Access to Records:**

The CONTRACTOR agrees to provide DOGM, the U.S. Office of Surface Mining, The Comptroller General of the United States, or any of their duly authorized representatives access to any books, documents, papers, and records which are directly pertinent to this CONTRACT for the purpose of making audit, examination, excerpts, and transcriptions. Such access will be made during normal business hours, or by appointment.

**84. Retention of Records:**

The CONTRACTOR agrees to retain and preserve any books, documents, papers, and records which are directly pertinent to this CONTRACT for a period of four years from the date of final payment for the WORK or from the date of Final Acceptance, whichever is later.

**85. Variation in Estimated Quantities:**

Variations Requiring Adjustments. Where the quantity of any item within the scope of this CONTRACT is an estimated quantity and where the actual quantity of such item varies by more than 15% above or below the estimated quantity stated in this CONTRACT, an adjustment in the CONTRACT price shall be made upon demand of either party. The adjustment shall be based upon any increase or decrease in costs due solely to variation above 115% or below 85% of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, DOGM, upon receipt of a written request for an extension of time, prior to the date of final settlement of the CONTRACT, shall ascertain the facts and make adjustment for extending the completion date as in the judgment of DOGM such facts justify.

**86. Authority:**

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

**87. 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 Section 67-16-8, UCA 1953, as amended.

**88. Separability Clause:**

The 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.

**89. 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 contract by any governmental department or agency.

DOGM General Conditions  
[Last Revised: April 19, 2010.]



**EXHIBIT A. APPLICATION AND CERTIFICATION FOR PAYMENT**

**APPLICATION AND CERTIFICATION FOR PAYMENT**

(Form shall be submitted by Contactor and made part of Agreement subject to following provisions)

*In the case of a dispute between the Engineer and the Contractor over the quantities reported, to avoid delay in the processing of payment to the Contractor, the Engineer shall certify and submit the Application for Payment without the Contractor's signature.*

**If the Contractor fails to make payment to its subcontractors, the Engineer may withhold certification until the Contractor gives evidence that subcontractor accounts are current to the date of Contractor's last having received a progress payment for monies due on work having been completed by its subcontractor(s) and for which the Contractor has received payment.**

NAME OF PROJECT: \_\_\_\_\_ NAME OF DOGM: \_\_\_\_\_ NAME OF CONTRACTOR: \_\_\_\_\_

DATE OF COMPLETION: \_\_\_\_\_ AMOUNT OF CONTRACT: \_\_\_\_\_ DATES OF ESTIMATE: \_\_\_\_\_  
 ORIGINAL: \_\_\_\_\_ ORIGINAL: \_\_\_\_\_ FROM: \_\_\_\_\_  
 REVISED: \_\_\_\_\_ REVISED: \_\_\_\_\_ TO: \_\_\_\_\_

CONTRACT ITEMS	UNIT	UNIT COST	TOTAL QUANTITIES (ESTIMATED)	TOTAL WORK REPORTED AS COMPLETE			
				CURRENT PERIOD		TOTAL TO DATE	
				QUANTITIES	AMOUNT	QUANTITIES	AMOUNT
<b>TOTAL COST OF COMPLETED WORK</b>							
<b>AMOUNT RETAINED</b>							
<b>TOTAL DUE TO DATE</b>							
<b>LESS PREVIOUS PAYMENT</b>							
<b>NET PAYMENT TO CONTRACTOR</b>							

DAYS REMAINING: \_\_\_ PERCENT OF TIME USED: \_\_\_ ESTIMATED PERCENT OF JOB COMPLETED: \_\_\_

**We hereby certify that we have inspected the work and to the best of our knowledge, the quantities shown in this estimate are correct and have not been shown on previous estimates:**

ENGINEER: \_\_\_\_\_ DATE: \_\_\_\_\_ DOGM: \_\_\_\_\_ DATE: \_\_\_\_\_  
 DOGM: \_\_\_\_\_ DATE: \_\_\_\_\_ Accepted by: \_\_\_\_\_

## EXHIBIT B. BOND FORMS

### BOND FORMS

Completed originals are submitted to and kept on file with the Division of Purchasing. DOGM Project Manager will obtain copies for DOGM Contract file.

**Performance Bond**  
(Title 63, Chapter 56, U.C.A. 1953, as Amended)

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_, hereinafter referred to as the "Principal," and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, with its principal office in the City of \_\_\_\_\_, hereinafter referred to as the "Surety," are held and firmly bound unto \_\_\_\_\_, hereinafter referred to as the "Obligee," in the amount of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated the day of \_\_\_\_\_, 20\_\_\_\_, which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, the condition of this obligation is such that if the said Principal shall faithfully perform the Contract in accordance with the Plans, Specifications and conditions thereof, then this obligation shall be void; otherwise it shall remain in full force and effect.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions of Title 63, Chapter 56, Utah Code Annotated, 1953, as Amended, and all liabilities on this Bond shall be determined in accordance with said provisions to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this day of \_\_\_\_\_, 20\_\_\_\_.

WITNESS OR ATTESTATION:

\_\_\_\_\_  
Principal (Seal)

\_\_\_\_\_  
By

WITNESS:

\_\_\_\_\_  
Surety (Seal)

\_\_\_\_\_  
By

STATE OF UTAH )  
 ) SS  
COUNTY OF SALT LAKE )

\_\_\_\_\_, being first duly sworn on oath, deposes and says that he/she is the Attorney-in-fact of the \_\_\_\_\_ and that he/she is duly authorized to execute and deliver the foregoing obligation that said company is authorized to execute the same, and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings and obligations.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires: \_\_\_\_\_

APPROVED AS TO FORM: ATTORNEY GENERAL'S OFFICE

**Payment Bond**

(Title 63, Chapter 56, U. C. A. 1953, as Amended)

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_, hereinafter referred to as the "Principal," and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, with its principal office in the City of \_\_\_\_\_, hereinafter referred to as the "Surety," are held and firmly bound unto \_\_\_\_\_, hereinafter referred to as the "Obligee," in the amount of \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_)

for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated the day of \_\_\_\_\_, 20\_\_\_\_, which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, the condition of this obligation is such that if the said Principal shall pay all claimants supplying labor or materials to him/her or his/her subcontractors in the prosecution of the work provided for in said Contract, then, this obligation shall be void; otherwise it shall remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 63, Chapter 56, Utah Code Annotated, 1953, as amended and all liabilities on this bond to all such claimants shall be determined in accordance with said provisions to the same extent as if it were copies at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this day of \_\_\_\_\_, 20\_\_\_\_\_.

WITNESS OR ATTESTATION:

\_\_\_\_\_  
Principal (Seal)

By

WITNESS:

\_\_\_\_\_  
Surety (Seal)

By

STATE OF UTAH )

) SS

COUNTY OF SALT LAKE )

\_\_\_\_\_, being first duly sworn on oath, deposes and says that he/she is the Attorney-in-fact of the \_\_\_\_\_ and that he/she is duly authorized to execute and deliver the foregoing obligation that said company is authorized to execute the same, and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings and obligations.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires: \_\_\_\_\_

APPROVED AS TO FORM: ATTORNEY GENERAL'S OFFICE

**EXHIBIT C. CONTRACTOR PERSONNEL AND STAFF**

(To be Submitted by Contractor)

TITLE

NAME

**PROJECT EXECUTIVE**

**PROJECT MANAGER**

**PROJECT SUPERINTENDENT**

**PROJECT ENGINEER**



**EXHIBIT D. CERTIFICATE OF INSURANCE AND ENDORSEMENT**

(To be submitted by Contractor to DOGM in form similar to attached forms.)





# CERTIFICATE OF LIABILITY INSURANCE

**DATE**  
**(MM/DD/YYYY)**  
Month/Date/Year

<p align="center"><b>Chapter 2 PRODUCER</b></p> <p>Insurnce Agent/Broker Name Insurnce Agent/Broker Street Address or P.O. Box Insurnce Agent/Broker City, State &amp; Zip Code Contact &amp; Phone Number</p>	<p><b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b></p>	
	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
<p align="center"><b>Chapter 3 INSURED</b></p> <p>Vendor Name Vendor Street Address or P.O. Box Vendor City, State &amp; Zip Code</p>	INSURER A: Name of Insurance Company	Enter NAIC#
	INSURER B: Name of Insurance Company (if applicable)	Enter NAIC#
	INSURER C: Name of Insurance Company (if applicable)	Enter NAIC#
	INSURER D: Name of Insurance Company (if applicable)	Enter NAIC#
	INSURER E: Name of Insurance Company (if applicable)	Enter NAIC#

## Chapter 4 COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<input checked="" type="checkbox"/>	<p><b>GENERAL LIABILITY</b></p> <p><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY</p> <p><input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR</p> <p><input type="checkbox"/> _____</p> <p><input type="checkbox"/> _____</p> <p>GEN'L AGGREGATE LIMIT APPLIES PER:</p> <p><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC</p>	Enter Policy #	Enter Effective Date	Enter Expiration Date	EACH OCCURENCE	\$3,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$5,000,000
						PRODUCTS - COMP/OP AGG	\$
							\$
A	<input type="checkbox"/>	<p><b>AUTOMOBILE LIABILITY</b></p> <p><input type="checkbox"/> ANY AUTO</p> <p><input type="checkbox"/> ALL OWNED AUTOS</p> <p><input type="checkbox"/> SCHEDULED AUTOS</p> <p><input type="checkbox"/> HIRED AUTOS</p> <p><input type="checkbox"/> NON-OWNED AUTOS</p> <p><input type="checkbox"/> _____</p> <p><input type="checkbox"/> _____</p>	Enter Policy #	Enter Effective Date	Enter Expiration Date	COMBINED SINGLE LIMIT (Each Occurrence)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$

						PROPERTY DAMAGE (Per accident)	\$
A	<input type="checkbox"/>	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> _____	Enter Policy # (if required)	Enter Effective Date	Enter Expiration Date	AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
A	<input type="checkbox"/>	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$Enter Amount	Enter Policy # (if required)	Enter Effective Date	Enter Expiration Date	EACH OCCURRENCE	\$Enter Limit
						AGGREGATE	\$Enter Limit
							\$
							\$
							\$
A	<input checked="" type="checkbox"/>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	Enter Policy #	Enter Effective Date	Enter Expiration Date	<input checked="" type="checkbox"/> WC STATUTORY <input type="checkbox"/> OT H-ER	
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
	<input type="checkbox"/>	<b>OTHER</b>					

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**

White Oak Mine Site Stabilization Project Insert Contract or Purchase Order # . A. The State of Utah is included as additional insured with respect to liability arising out of contractor's work under the contract, including, but not limited to general supervision of work performed under the contract. B. The coverage for the State of Utah is primary and not contributing. C. Other insurance of the State of Utah applicable to loss is excess over this insurance and the amount of the insurance company's liability under this policy shall not be reduced by the existence of such other insurance, provided the loss was not caused solely by the negligence of the State of Utah. D. The insurance policies shall not be circumscribed by any endorsements limiting the breadth of coverage. E. Property damage coverage included. F. There are no explosion, collapse, and underground hazards (X,C,U) exclusions.

**CERTIFICATE HOLDER**

Utah Dept. of Natural resources  
Division of Oil, Gas, and Mining  
1594 W. North Temple, Suite 1210  
Salt Lake City UT 84114

Facsimile Number: (801) 359-3940

**CANCELLATION**

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.**

**AUTHORIZED REPRESENTATIVE**

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**White Oak Stabilization Project and Reclamation Construction**  
at  
the former White Oak Mine  
Six miles south of Scofield off Hwy 264  
In Carbon County, Utah

**CONTRACT DOCUMENTS AND SPECIFICATIONS**

State Procurement Solicitation Number **XXXXX**

July 29, 2010

Utah Department of Natural Resources  
Division of Oil, Gas and Mining  
1594 West North Temple, Suite 1210  
P.O. Box 145801  
Salt Lake City, Utah 84114-5801  
(801) 538-5340

**Part III TECHNICAL SPECIFICATIONS**





## EXHIBIT E. SCHEDULE OF CONTRACTOR SUBMITTALS

SUBMITTAL	WHEN DUE
<u>In Order to Begin Work</u>	
- Payment and Performance Bonds (Originals Submitted to Division of Purchasing and copies to DOGM.)	Within 14 Calendar Days of Notification of Award
-----	
- Contractor Personnel and Staff Form, Ex. C	Within 7 Calendar Days After Receipt of UDEQ Letter Notifying Contractor of issuance of P.O. Number
- Site Safety Plan	
- Application and Certification for Payment Form, Ex. A	
- Certificates of Insurance and Related Documents,	
- Construction Schedule	
- Contractor's Notice Address	
Contractor's drainage control plan; list of equipment to be used; and source of logs.	
<u>During Performance of Work</u>	
- Monthly Progress Report	Monthly
-----	
<u>For Final Payment and Contract Closeout</u>	
- Certificate of Completed Work	Prior to Final Payment
- Warranties	
- Record Drawings, and Operation and Maintenance Instructions	
- Permits, licenses, approvals and authorizations required by law.	
- Notarized affidavit that all monetary obligations are fulfilled.	
- Subcontractor affidavits that subcontractor received full payment.	
- Proof that all claims and taxes are satisfied.	
- Final release of all liens unless other security is in effect.	



**EXHIBIT F. PURCHASE AND CHANGE ORDER FORMS**

(To be submitted by Contractor to DOGM in form similar to attached forms.)



Purchase Order Change Order Form  
(Facsimile)

STATE OF UTAH  
Division of Purchasing

**PURCHASE ORDER CHANGE REQUEST**

**Agency:** Natural Resources/Oil, Gas & Mining  
**Contact Person and Title:** Priscilla Burton, Project Manager  
**E-mail address:** priscillaburton@utah.gov  
**Phone number:** 435-613-3733  
**Date:**  
**Solicitation No.** AR00000  
**Purchase Order No.** 000 000000000000  
**Change Order No.**

**Purchase order change request is based on which of the following:**

- Increase or decrease in actual quantities needed from original bid specification estimates.
- Customer requested alterations **within** original scope of work.
- Customer requested alterations **outside** original scope of work.
- Unforeseen circumstances not detailed in original scope of work.
- Vendor recommended changes.

**Justification:**

- 1) Please explain the reasoning for the request.
  
- 2) Could this work be performed by another contractor? Yes or No. If no: Why should this work be awarded to the current contractor?
  
- 3) Explain the market research performed to make the change order request. If requested rates differ from original bid rates or item is outside the original scope of work please list the vendors contacted to determine the competitive rate. Please attach all supporting documents (quotes, letters from vendors, etc.).

**Requested Change to Purchase Order Price:**

Original purchase order price:	\$000.00
Current purchase order price as adjusted by previous change orders:	\$000.00
Purchase order price due to this change order will be [increased] by:	\$000.00
New purchase order price due to this change order will be:	\$000.00

**Requested Change to Purchase Order Date Required:**

The purchase order date required will be [increased] by: \_\_\_\_\_

The date for completion of all work under the purchase order will be: \_\_\_\_\_

**Purchase Order Change Order Form**

**STATE OF UTAH  
Division of Purchasing**

**PURCHASE ORDER CHANGE REQUEST**

**Itemized Changes**

Item	Quantity	Unit	Description	Unit Price	Amount
<b>Grand Total</b>					

**Changes Approved:**

Contractor:

\_\_\_\_\_  
Contractor's Name, Title

Date: \_\_\_\_\_

Division of Oil, Gas & Mining:

\_\_\_\_\_  
Priscilla Burton, Project Manager

Date: \_\_\_\_\_

\_\_\_\_\_  
Daron Haddock, Coal Program Manager

Date: \_\_\_\_\_

\_\_\_\_\_  
Dana Dean, Associate Director, Mining

Date: \_\_\_\_\_

\_\_\_\_\_  
Paula Dupin-Zahn, Budget Officer

Date: \_\_\_\_\_

\_\_\_\_\_  
John R. Baza, Director

Date: \_\_\_\_\_

Division of Purchasing:

\_\_\_\_\_  
Kent Beers, Director

Date: \_\_\_\_\_

DOGM Purchase Order Change Request Form (revised 05/13/10). Reference: Division of Purchasing Purchase Order Change Request Form DP-28 (revised 10/2008)

Purchase Order Form

(Facsimile)

The final contract agreement will be in a form similar to this sample.



STATE OF UTAH

Purchase Order

Bill to:  
STATE OF UTAH  
Dept of Nat Resources - OGM

Date Of Order: 00/00/00  
Date Required: 00/00/00  
FOB: FOB Dest, Freight  
Prepaid

THIS NUMBER MUST APPEAR ON ALL  
INVOICES, PACKING LISTS, PACKAGE  
LABELS AND BILLS OF LADING.  
PURCHASE ORDER NUMBER

PO 560 0000000000000

1594 W No Temple, Ste 1210  
PO Box 145801  
Salt Lake City UT 84114-5801

Vendor Number: XX0000000000  
\*\*\*vendor name  
\*\*\*vendor address  
\*\*\*vendor city/state/zip

Solicitation Number: AR00000

For Questions Contact: \*\*\*contact name 801-000-0000

Grand Total: \$000,000.00

Item	Quantity	Unit	Description	Warehouse	Unit Price	Amount
1	0.0		Provide all labor, materials, supplies, equipment, fees, etc. to perform stream stabilization and terrace construction at the reclaimed White Oak Mine site, per the terms and conditions, including specifications contained in Bid#AR00000. Completion time is 45 calendar days from notice to proceed.  100% Performance and Payment Bond required.  Reference RQS 560 00000000000.		0.0	\$000,000.00

Ship to:  
STATE OF UTAH  
Dept of Nat Resources - OGM

1594 W No Temple, Ste 1210  
PO Box 145801  
Salt Lake City UT 84114-5801

NOTICE

Invoices which exceed unit price listed above will not be paid.  
Prices are F.O.B. Destination, Freight prepaid, unless otherwise indicated on this order.  
Invoice items in the order they appear above.  
Utah's Tax exempt number is 11736850-010-STC.  
Send 2 copies of your invoice to insure proper payment.  
Attached Terms and Conditions apply to this Purchase Order.

\_\_\_\_\_  
Authorized Signature

**EXHIBIT G. CONSTRUCTION PROGRESS FORMS**



**Certificate of Substantial Completion**

UTAH DIVISION OF OIL, GAS AND MINING

**PROJECT:** White Oak Stabilization Project

**PROJECT NO.:** C/007/0001

**CONTRACT NO.:** 00-0000

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

**DEFINITION OF SUBSTANTIAL COMPLETION**

*The date of substantial completion of a project or specified area of a project is the date when the construction is sufficiently completed in accordance with the Contract Documents, as modified by any change orders agreed to by the parties, so that DOGM can occupy the project or specified area of the project for the use for which it was intended.*

A list of items to be completed or corrected, prepared by the Division of Oil, Gas & Mining and verified by DOGM, is appended hereto. This list may not be exhaustive, and the failure to include an item on it does not alter the responsibility of the CONTRACTOR to complete all the WORK in accordance with the Contract Documents, including authorized changes thereof.

Division of Oil, Gas & Mining \_\_\_\_\_  
DOGM \_\_\_\_\_ CONTRACT REPRESENTATIVE \_\_\_\_\_ DATE \_\_\_\_\_

The CONTRACTOR will complete or correct the work on the list of items appended hereto within \_\_\_\_\_ days from the above date of issuance of this Certificate.

\_\_\_\_\_  
CONTRACTOR \_\_\_\_\_ AUTHORIZED REPRESENTATIVE \_\_\_\_\_ DATE \_\_\_\_\_

DOGM accepts the project or specified area of the project as substantially complete and will assume full possession of the project or specified area of the project at \_\_\_\_\_ P.M. (time) on \_\_\_\_\_, 20\_\_ (date).

Division of Oil, Gas & Mining \_\_\_\_\_  
DOGM \_\_\_\_\_ CONTRACT REPRESENTATIVE \_\_\_\_\_ DATE \_\_\_\_\_

\_\_\_\_\_  
ASSOCIATE DIRECTOR, MINING \_\_\_\_\_ DATE \_\_\_\_\_

**RESPONSIBILITIES AND/OR EXCEPTIONS:**

This form used by permission of A.I.A.  
DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT

**Certificate of Final Acceptance**

UTAH DIVISION OF OIL, GAS AND MINING

**PROJECT:** White Oak Stabilization Project

**PROJECT NO.:** C/007/0001

**CONTRACT NO.:** 00-0000

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 DOGM can occupy the project for the use for which it was intended.*

Items listed on the Certificate of Substantial Completion, as prepared by the Division of Oil, Gas & Mining, have been completed or corrected and verified by DOGM as having been completed or corrected.

Division of Oil, Gas & Mining  
DOGM \_\_\_\_\_ INSPECTOR \_\_\_\_\_ DATE \_\_\_\_\_

\_\_\_\_\_  
CONTRACT REPRESENTATIVE DATE

\_\_\_\_\_  
CONTRACTOR AUTHORIZED REPRESENTATIVE DATE

DOGM accepts the project as complete and will assume full possession of the project or specified area of the project at \_\_\_\_\_ P.M. (time) on \_\_\_\_\_, 20\_\_\_\_ (date).

Division of Oil, Gas & Mining  
DOGM \_\_\_\_\_ ASSOCIATE DIRECTOR, MINING DATE \_\_\_\_\_

**Daily Construction Progress Report**

C/007/0001/C

DAILY CONSTRUCTION PROGRESS REPORT  
-- CONTRACTOR --

Project: White Oak Stabilization Project Date: \_\_\_\_\_ M T W Th F

Crew Size: \_\_\_\_\_ Supervisor: \_\_\_\_\_ Hours: \_\_\_\_\_ to \_\_\_\_\_

Crew Names: \_\_\_\_\_

Equipment: \_\_\_\_\_

\_\_\_\_\_ down from \_\_\_\_\_ to \_\_\_\_\_ for \_\_\_\_\_

General description of work performed, equipment/material deliveries, etc:

\_\_\_\_\_  
\_\_\_\_\_

(Attach as-built drawings as required.)

WORK items approved: \_\_\_\_\_

Problems/delays and proposed or actual resolution. DOGM action required? Yes No

\_\_\_\_\_  
\_\_\_\_\_

Visitors & purpose: \_\_\_\_\_

Temp: 20 30 40 50 60 70 80 90 100 Comments:

Sky: fair pc mc cldy ovrcst rain snow

Ground: dry wet muddy snow \_\_\_" frozen

Project is approximately  on schedule Contract expires: \_\_\_/\_\_\_/\_\_\_  
\_\_\_\_\_ days behind schedule  
\_\_\_\_\_ days ahead of schedule

Contractor: \_\_\_\_\_ / /

Project Mgr: \_\_\_\_\_ / /

Coal Program Mgr: \_\_\_\_\_ / /

Page 1 of .

## Contractor Performance Rating

### CONTRACTOR PERFORMANCE RATING

**Contractor:** \_\_\_\_\_

**Project:** White Oak Stabilization Project                      C/007/0001/C

**Contract #:**     00-0000

**Start Date:**     mm/dd/yyyy

**End Date:**        mm/dd/yyyy                      Duration: \_\_\_\_\_ days

**Rating:**    Satisfactory= 1;    Unsatisfactory= 0

- \_\_\_\_\_ 1. Achieved the specified level of project quality and quantity.
- \_\_\_\_\_ 2. Prompt, diligent, and systematic prosecution of work.
- \_\_\_\_\_ 3. Adequate personnel (number and skill level).
- \_\_\_\_\_ 4. Adequate equipment (number, type, and operating condition).
- \_\_\_\_\_ 5. Effective onsite management and supervision of work.
- \_\_\_\_\_ 6. Cooperation, responsiveness, and communication with inspector and project manager.
- \_\_\_\_\_ 7. Cooperation and timely response in negotiation of contract changes.
- \_\_\_\_\_ 8. Cooperation in negotiation of claims.
- \_\_\_\_\_ 9. Record of prompt payment for labor, materials, equipment, and subcontract work.
- \_\_\_\_\_ 10. On-time submission of necessary documents and reports.
- \_\_\_\_\_ 11. Compliance with all applicable federal, state, and local laws and regulations.
- \_\_\_\_\_ 12. Minimized the adverse effect of construction activities on the public and the environment.
- \_\_\_\_\_ 13. Cooperation with landowners and/or utilities.

\_\_\_\_\_ = Total = Performance Rating

Attach explanations of all "Unsatisfactory" ratings.

Rated by: \_\_\_\_\_ Date \_\_\_\_\_

Reviewed by: \_\_\_\_\_ Date \_\_\_\_\_

A contractor with a Performance Rating (or average rating if there is more than one rating) of 9 or less fails to pre-qualify.

[DOGM Contractor Performance Rating Form 07/20/88, Revised 01/12/06]



**White Oak Stabilization Project and Reclamation Construction**

State Procurement Solicitation Number **XXXXX**

Fall 2010

**PART III TECHNICAL SPECIFICATIONS**

## 1.0 GENERAL

The WORK to be performed at the White Oak Stabilization Project located in Carbon County, Utah, shall be performed as described in these specifications.

**CONTRACTOR shall attend one of the two pre-BID meetings to be held on Tuesday, August XX and Thursday August XX, at 9:00 A.M.** Meet at the White Oak Mine Access Road (see project location below). The meeting is expected to last 2 hours and will involve hiking over uneven terrain.

Appendix A. contains the general location map.

Appendix B. details the plant materials and seed lists.

Appendix C. provides the engineering designs for the White Oak Stabilization Project.

Appendix D. is the Stream Alteration Permit.

Appendix E. is the soils analysis of the material on the south-facing slopes and alongside the drainage.

CONTRACTOR shall be aware that the dimensions on the Drawings in Appendix C are shown as typical. The quantities presented in Appendix C should be considered an estimate with a tolerance of plus or minus 15 percent. CONTRACTOR shall visit the site to determine the quantities and amounts required in performing the WORK as intended in these Specifications and on the Drawings.

## 1.1 PROJECT LOCATION, ACCESS, and RIGHT of ENTRY

The project is located in a side canyon to Eccles Canyon approximately 4 miles south of Scofield on State Highway 264. From the state highway, there is a 1.5 miles paved access road leading up the Whiskey Creek drainage to the reclaimed mine site. The coordinates at the end of the paved access road are 39° 40' 08" (39.66889) latitude, -111° 11' 05" (-111.18472) longitude. (See Project Area Map in Appendix A.) The WORK will be in the following sections: T. 13 S, R. 7 E., NW1/4 Sec. 30, and SW ¼ Sec. 19.

The project area is shown on the Scofield Utah USGS 7.5 minute quadrangle and on the Nephi Q1919 USGS 30'x60' (1:100k) quadrangle. The site was formerly an underground mine known as the Belina Mine, the Valley Camp Mine, and finally the White Oak Mine. The portals to the upper and lower seams were sealed and in 2001 the mining method changed to surface mining. Surface mining was abandoned in 2003. The site was reclaimed in 2005.

The White Oak Stabilization Project area is on private land owned by two separate interests. DOGM has right of entry through the State of Utah mining permit C/007/001 issued to Lodestar Energy. DOGM has discussed this reclamation work with the landowner and obtained verbal approval during a meeting held July 13, 2010.

DOGM has secured a stream alteration permit (Appendix D).

## 1.2 PROJECT DESCRIPTION

Mobilize labor, equipment, and supplies to the site in accordance with Section 2.0.

The WORK consists of four primary tasks:

- 1) the construction of three terraces and application of soil amendments (hay and biosolids) on the southeast facing slope in the northeast portion of the disturbed area,
- 2) the backfilling of three subsidence voids,
- 3) the stabilization of the Whisky Creek stream channel,
- 4) and revegetation.

These tasks are described in Sections 3.0 and 4.0 below.

## 2.0 MOBILIZATION

The item for payment for mobilization/demobilization is intended to compensate the CONTRACTOR for operations including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to and from the project area, minor improvements to the paved access road, and for all other WORK and operations which must be performed or costs incurred prior to the initiation of meaningful work at the site.

- A. Drinking Water and Sanitary Facilities. CONTRACTOR shall provide and maintain safe drinking water and sanitary facilities for all employees, all subcontractors' employees, and DOGM. Drinking water and sanitary facilities shall comply with all regulations of the local and state departments of health and be approved by DOGM.
- B. Equipment Preparation. Vehicles and heavy equipment shall be thoroughly washed with a high pressure sprayer prior to entering the project area to prevent the introduction and spread of noxious weeds.
- C. Access Improvement is limited to the extent required to gain access with heavy equipment to complete WORK at the reclaimed mine site. CONTRACTOR shall minimize disturbance resulting from site access improvements.
- D. The **CONTRACTOR shall submit with the Bid** a description of access improvements to be performed at the reclaimed mine site and shall not deviate from this plan without the written approval of DOGM.
- E. When no longer required by the CONTRACTOR, temporary access improvements to the paved access road will remain.

## 2.1 DEMOBILIZATION

Upon completion of the WORK, the CONTRACTOR shall remove all equipment, leftover construction materials, and trash from staging areas, and work areas. Disturbed areas shall be reseeded. Final Acceptance will not be issued until all equipment and supplies have been removed from the project area.

## 2.2 BASIS FOR MOBILIZATION/DEMOBILIZATION PAYMENT

### A. Basis for Payment.

Mobilization/Demobilization is bid and paid on a lump sum basis. The lump sum BID PRICE for mobilization/demobilization shall be full compensation for WORK under this section and will include complete mobilization, and demobilization. No additional payments will be made for multiple equipment moves due to weather-related suspensions of WORK, unless specifically itemized in the Bid Schedule or authorized by a Change Order. The BID PRICE will also include those incidental costs as required by the CONTRACTOR in order to commence the WORK such as permits, lodging, sanitary facilities, and other such items as may be required to perform the WORK.

### B. Measurement

Mobilization/Demobilization is a lump sum bid item that does not require measurement of quantities for payment.

### C. Payment

The lump sum BID PRICE for mobilization/demobilization will be paid in two prorated payments determined by the amount of completed WORK approved and accepted by

DOGM. When 10 percent of the overall BID PRICE has been earned from other bid items, the CONTRACTOR may submit on the invoice sixty percent (60%) of the BID PRICE for mobilization/demobilization. On completion of the CONTRACT and issuance of the Certificate of Substantial Completion, the CONTRACTOR may claim the remaining forty percent (40%) of the BID PRICE for mobilization/demobilization. Payments for mobilization/demobilization are not subject to withholding of retainage. The total BID PRICE amount for mobilization/demobilization shall be full compensation for all labor, materials, tools, equipment, services, and all other costs necessary to perform the WORK under this section.

### 3.0 EARTHWORK

#### 3.1 TERRACE CONSTRUCTION and SOIL AMENDMENTS

**Task 1** includes the construction of three terraces and application of soil amendments on the southeast facing slope west of the stream channel and application of hay mulch and biosolids to these slopes. Slope profiles are shown on MAP WO-14 in Appendix C. The locations for terrace construction are shown on MAP WO-8 in Appendix C.

- A. Three terraces (A, B and C) will be constructed along the contour in locations along the southeast facing slope above Whiskey Creek as described in Sections 2.0 and 5.0 of Appendix C. The terrace designs are provided as MAPS WO-1 through WO-6 in Appendix C, and terrace locations are shown on MAP WO-8, App. C.
- B. The spacing of the terraces may not exceed the specification for the critical slope and spacing lengths identified in Table 1, App. C. According to Table 1, terrace spacing may vary from 65 – 75 feet vertically and from 150 – 250 ft horizontally (Section 2.2, App. C).
- C. The terraces will be twelve feet wide to provide access for a dump truck and track hoe, MAP WO-2, App. C. The cut made to create the terraces will be graded such that the cut slope becomes concave and the channel base is graded 2% toward the cut slope, MAP WO-1, App. C. The terraces will have a maximum grade of 2% to carry water toward the existing reconstructed side channel to the southeast. The terrace outslope will be bermed by the fill slope. The dimensions of the berm and slope are provided on MAPS WO1 through WO-6, App. C.
- D. Earthwork volume estimates for terrace construction are provided in Sec. 2.7, App. C. Approximately 3,500 cu yd will be cut to create the three terraces.
- E. Terrace cut and fill slopes will be roughened by gouging as far as the trackhoe can reach. Gouging will be done prior to biosolids application and seeding.
- F. The WORK will include manual installation of excelsior log sediment control in approximately 12 erosion gullies leading to the main channel, on south facing slopes bisected by terrace construction. The three areas of slope to receive excelsior log dams are described as Slope C, Slope B, Slope A on Map WO-8 in App. C. Three excelsior log sediment control “dams” will be installed in each of the 12 major gullies in Slope C, Slope B and Slope A for a total of 108 excelsior log installations (12 x 3 x 3 = 108).

Excelsior log dams shall consist of excelsior or coconut fiber logs placed with wooden stakes as shown in Appendix F.

- G. The Work includes distributing 2 Ton/ac grass hay or straw to the south slopes (approximately 20 acres) of the reclaimed site (as described in Section 4.1A). If terrace construction is not complete, bales will be distributed evenly across the south facing slope by hand, to be worked into the soil by sheep. **[Sheep will be used to work the hay into the soil to decrease the soil crust for later application of biosolids and seeding. Spreading hay will be timed to coincide with the grazing schedule and will likely be required at the end of August. This may necessitate a 3 day cessation of the WORK while the sheep cover the site.]** Or if terrace construction is complete: beginning with Terrace C, hay will be distributed to approximately 30% cover density on Slope C and cut and fill slopes of Terrace C and Slope B. Terrace B will be used to access the lower slope B and slope A, and so on.
- H. The WORK includes the hauling and placement of biosolids from either the Spanish Fork Waste Water Treatment Facility, 2160 N.175 E, Spanish Fork Utah; or, the Price River Water Improvement District; 5382 East Washer Plant Road; Wellington Utah, depending

upon availability, to the site. Approximately 400 dry Metric Tons will be hauled to the site. The biosolids will be distributed at a rate of 20 dry MT/ac over the south facing slopes (approx. 20 acres) using a manure spreader. The manure spreader will travel only along the terraces and access roads R3, R2, and R1. See section 6.0 Material Transport for information on payment.

- H.1. CONTRACTOR will obtain biosolids certificate of analysis from the producer and provide it to DOGM.
- H.2. Biosolids will be applied in a controlled manner, and will not be applied within 30 feet of the Whiskey Creek channel. **Excelsior logs will be placed downslope of biosolids application areas to prevent transport of biosolids to Whiskey Creek by storm water or snow melt runoff.**
- H.3. During biosolids work, CONTRACTOR will stress the importance of hand washing before eating and provide soap and water or disposable wipes for this purpose.
- I. Access roads to the channel and between terraces and staging areas will be constructed to complete the WORK and will be reclaimed as the revegetation WORK is completed, except for that section of Road 1 leading to Terrace A, which will be retained. Reclamation of access roads and staging areas will include surface roughening as described in Section 4.0 of App. C.
- J. Water bar(s) shall be installed along the remaining section of Road 1 prior to leaving the site.
  - J.1. Water bars shall be constructed at an angle with respect to the slope of the road, so that runoff is conveyed toward catchments formed by excelsior logs.
  - J.2. Water bars shall consist of gravel-filled trenches excavated to a depth of 12 inches and a minimum width of 18 inches. The trenches shall be backfilled 4 to 6 inches above adjacent site grade.
  - J.3. Unless otherwise specified, water bars shall be spaced at intervals of 300 feet on slopes between 15h:1v and 10h:1v. On steeper slopes, the spacing of water bars shall be as directed by DOGM
- K. Trash encountered during terrace construction will be hauled off site.
- L. CONTRACTOR shall submit with the post-award submittals (see Part I, Item 16), a written list of equipment to be used to complete the Earthwork to DOGM.

### 3.2 SUBSIDENCE VOID BACKFILLING

Task 2 includes the backfilling of three subsidence voids (sink holes). Access roads will be used to fill the sink holes. Sink hole locations are shown on Appendix C Map WO-8. Section 3.0 of Appendix C describes the cut/fill estimates to fill the sinkholes.

- A. **The three subsidence features are above the locations of sealed underground portals and safety may be a consideration when heavy equipment approaches these locations. If the hole (s) begin to fail, then the activity will be stopped and the method of filling the void will be re-evaluated by DOGM.**
- B. Subsidence voids will first be packed with soil to match the surrounding contour. Additional soil will be mounded over the void to allow for settling. Soil will be obtained from terrace construction. No large rocks and no metal waste will be placed in the sink holes.

- C. Approximately 345 cu yd will be placed in the large sink hole, (Sink Hole #1 on Appendix C MAP WO-8). A berm will be created on the cut slope above the large sink hole to divert water away from the large sink hole and towards the reconstructed side channel.
- D. Approximately 45 cu yd will be placed in the two smaller sink holes (Sink Holes 2 and 3 on Appendix C MAP WO-8). These voids will be accessed from Terrace A and by driving equipment in the reclaimed Whiskey Creek channel for a short distance. Berms will be constructed above the two small sink holes to divert slope surface runoff from reaching the voids.

### 3.3 BASIS FOR EARTHWORK PAYMENT

#### A. Basis

1. Site Grading/Earthwork is bid and paid on a lump sum basis. Estimated quantities are provided in Section 3.0, Sec. 3.4, Appendix C, and on the Bid Schedule to serve as a guide in outlining the scope of work, but bidding is not on a unit price basis. The lump sum BID PRICE need not equal the product of the estimated quantity times a unit price. Variation in Quantity Unit Prices are requested on the Bid Schedule for the purpose of adjusting the lump sum BID PRICE in cases where the actual quantity of WORK performed differs from the estimated quantity.
2. The actual final quantities for the major tasks or categories of materials may differ from the estimated quantities shown in the site-specific information in Section 3.0, the appendices, or the Bid Schedule. The estimated quantities are based on information gathered and interpreted from surface investigations.
3. Should the CONTRACTOR estimate the quantity of site grading/earthwork to be greater than 15% above the estimated quantity shown in the Bid Schedule, the CONTRACTOR must negotiate a CHANGE ORDER with DOGM for additional WORK prior to undertaking the additional WORK. The adjustment to the lump sum BID PRICE will be based on the Variation in Quantity Unit Price on the Bid Schedule and the variance above 115% of the estimated quantity. The method of measurement for quantities shall be determined prior to undertaking the additional WORK.
4. When the actual quantity of site grading/earthwork completed as determined by measurement is greater than 15% below the estimated quantity on the Bid Schedule, DOGM will negotiate a reduction in the lump sum BID PRICE based on the Variation in Quantity Unit Price on the Bid Schedule and the variance below 85% of the estimated quantity. This price adjustment shall be executed by a CHANGE ORDER.

#### B. Measurement

Site Grading/Earthwork is a lump sum bid item that does not require measurement of quantities for payment. DOGM must approve and accept the WORK as set forth above before any payment on that item can be requested.

The lump sum BID PRICE amount for site grading/earthwork, as modified by any CHANGE ORDERS, shall be full compensation for all labor, materials, tools, equipment, services, and all other costs necessary to perform the WORK as described in this section.

Measurement of site grading/earthwork for adjustments to the lump sum BID PRICE as described in Part 3.3 A, paragraphs 3 and 4 above shall be as follows:

1. Volumes of site grading/earthwork will be expressed in cubic yards and measured using before and after surveys at the CONTRACTOR's expense. Volume of material removed or placed shall be calculated digitally (grid, TIN) from pre- and post-excavation surface models or by the average end area method based on cross

sections developed from CONTRACTOR's surveys. DOGM will have surveys performed at DOGM's discretion for confirmation purposes.

2. Volume of site grading/earthwork for small coal refuse piles buried in place will be expressed in cubic yards and be based on the volume of coal buried, regardless of the total quantity of material (coal or soil) excavated or the number of times material is handled in the course of the burial.
3. Other methods of measurement, such as loader bucket counts or truck trip logs, may be used as appropriate to the situation and as mutually agreeable to CONTRACTOR and DOGM.

#### C. Payment

Payment for site grading/earthwork will be at the lump sum BID PRICE, as modified by any CHANGE ORDERS. Payment will only be made for completed WORK that is accepted and approved by DOGM.

Payment at the lump sum BID PRICE, as modified by any CHANGE ORDERS, shall be full compensation for all labor, materials, tools, equipment, services, and all other costs and incidentals necessary to perform the WORK in this section in accordance with the Standard Drawings and Specifications

### 3.4 WHISKEY CREEK STABILIZATION

Task 3 is to stabilize the severely eroded sections of the reclaimed Whiskey Creek channel.

Whiskey Creek stream alteration permit is found in Appendix D.

Whiskey Creek channel design specifications are provided in Appendix C.

Whiskey Creek profile and grade are shown on MAP WO-14 and WO-15.

The channel has been divided into reaches of similar grade on MAP WO-9 and WO-15 for the purpose of describing the required stabilization work by reach in Section 6.0 of Appendix C.

- A. The work will include removal of all filter fabric from the channel bottom in Reaches 3 and 4. Filter fabric will be removed in Reaches 1 and 2 where fabric is visible or when encountered during construction of drop structures. Rock/boulder placement in the channel will follow fabric removal.
- B. The work will include excavation of material from the stream channel banks in Reaches 3 and 4 to widen the stream and redirect the channel. **A sediment pond was formerly located on the northwest side of Reach 3 & 4. CONTRACTOR shall exercise precautions when working in this vicinity as saturated, fine sediments may present a safety hazard to heavy equipment.** Soil removed from the stream channel will be hauled along access roads R2A, R2B, R2, and R1 to be used as fill on the south facing slopes above and below the terraces and, if necessary, in the location of the former water tank access road north of terrace B. Cut and fill estimates are provided in Section 4.0 of Appendix C. This portion of the stream rehabilitation work will be evaluated and paid as part of the Earthwork lump sum, Section 3.3 above.
- C. The WORK will include construction of drop structures, created with rocks and boulders to dissipate energy while allowing gradient change. (See the specifications of the drop structures and location of placement in MAP WO-10 through WO-13 in Appendix C). Large boulders for use in drop structures are available on the surface of the adjacent disturbed slopes. Drop structure rock size is specified in Appendix C.
- D. Drop structures shall be made of rock that is dense, sound, and resistant to abrasion and shall be free from cracks, seams, and other defects that would tend to unduly increase its destruction by water and frost actions. Neither breadth nor thickness of a single stone shall be less than one-third its length. The density of stone shall be no less than 155 pounds per cubic foot. Rocks susceptible to solution and disintegration upon contact with standing or flowing water shall not be used for constructing drop structures.
- E. Between drop structures, the stream channel bottom will be protected by placing and compacting rocks into the soil.
- F. CONTRACTOR shall obtain all rock for rock drop structures from within the site boundary.
- G. The Work will include construction of streambank stabilization structures described as log retainers in Appendix C.
- G.1. CONTRACTOR shall submit *with the post award submittals* (see Part I, Item 16), the location of sources of live or dead trees intended for log retainers. Darin Caine, the land owner of adjacent surface along the access road, has indicated a willingness to negotiate the sale of logs. His contact information is 801 541-0973.

- G.2.** CONTRACTOR shall submit *prior to execution of the WORK* a permit or other evidence of permission to cut trees or collect logs at a location approved by DOGM.
- G.3.** CONTRACTOR shall conduct the WORK in a manner to minimize disturbance of existing trees and vegetation.
- G.4.** Trees used for log retainers should be a minimum of 10 inches in diameter, sound, and not excessively rotten. Dead and down or standing snags should be selected first. Live trees may be used, if necessary, if no more than 25% of the live trees in a stand are removed. Standing trees should be pushed over in a way that keeps as many roots as possible attached. Root wads for revetments shall have approximately 10 feet of trunk. Logs should be cut into appropriate lengths and limbed.
- G.5.** Sections of streambank requiring streambank stabilization structures are shown on the Drawings and shall be marked in the field by DOGM.
- G.6.** All site grading or earthwork in the sections of streambank to be treated shall be completed prior to installation of the stabilization structures. Streambanks will typically be graded to a slope of 2h:1v at the location of the rehabilitation structure, or as directed by DOGM
- G.7.** Log retainer spacing will be determined in the field, but will not typically exceed 30 feet between the barbs. Where the ends of logs are buried, at least 24 inches of the log will be covered with soil or streambed material.
- H.** The work will include random placement of timbers and slash on the surface, along the stream banks to provide protection for seedlings (see also Sec. 4.3).
- I.** Trash encountered during stream channel rehabilitation will be hauled off-site.
- J.** Best management practices (e.g., placement of excelsior logs, straw bales, or silt fences) will be implemented and maintained during any streamside or instream work to minimize sedimentation, temporary erosion of stream banks, and needless damage or alteration to the streambed.
- J.1.** CONTRACTOR shall submit with the post-award submittals (see Part I, Item 16), a written plan of best management practices based on site conditions and the requirements of the stream alteration permit (App. D) to DOGM.

### 3.5 BASIS FOR STREAM REHABILITATION PAYMENT

#### A. Basis for Payment

1. Streambank Rehabilitation is bid and paid on a lump sum basis. Estimated quantities are provided in Appendix C, and on the Bid Schedule to serve as a guide in outlining the scope of work, but bidding is not on a unit price basis. The lump sum BID PRICE need not equal the product of the estimated quantity times a unit price. Variation in Quantity Unit Prices are requested on the Bid Schedule for the purpose of adjusting the lump sum BID PRICE in cases where the actual quantity of WORK performed differs from the estimated quantity.
2. The actual final quantities for the major tasks or categories of materials may differ from the estimated quantities shown in the site-specific information in Section 3.4, the appendices, or the Bid Schedule. The estimated quantities are based on information gathered and interpreted from surface investigations.
3. Should the CONTRACTOR estimate the quantity of streambank rehabilitation to be greater than 15% above the estimated quantity shown in the Bid Schedule, the CONTRACTOR must negotiate a CHANGE ORDER with DOGM for additional WORK prior to undertaking the additional WORK. The adjustment to the lump sum BID PRICE will be based on the Variation in Quantity Unit Price

on the Bid Schedule and the variance above 115% of the estimated quantity. The method of measurement for quantities shall be determined prior to undertaking the additional WORK.

4. When the actual quantity of streambank rehabilitation completed as determined by measurement is greater than 15% below the estimated quantity on the Bid Schedule, DOGM will negotiate a reduction in the lump sum BID PRICE based on the Variation in Quantity Unit Price on the Bid Schedule and the variance below 85% of the estimated quantity. This price adjustment shall be executed by a CHANGE ORDER.

#### B. Measurement

Streambank Rehabilitation is a lump sum bid item that does not require measurement of quantities for payment. DOGM must approve and accept the WORK as set forth above before any payment on that item can be requested.

Site preparation, tree cutting, and tree transport will not be measured for direct payment but will be considered subsidiary to streambank rehabilitation. Costs for these subsidiary products or tasks are to be absorbed into the lump sum BID PRICE for the associated streambank rehabilitation as described in this section. The lump sum BID PRICE amount for streambank rehabilitation, as modified by any CHANGE ORDERS, shall be full compensation for all labor, materials, tools, equipment, services, and all other costs necessary to perform the WORK as described in this section.

Measurement of streambank rehabilitation for adjustments to the lump sum BID PRICE as described in Section 3.5.A. paragraphs 3 and 4 above shall be as follows:

1. Drop structures and log retainers, will be expressed as individual units and measured by counting.
2. Other methods of measurement may be used as appropriate to the situation and as mutually agreeable to CONTRACTOR and DOGM.

#### C. Payment

- A. Payment for streambank rehabilitation will be at the lump sum BID PRICE, as modified by any CHANGE ORDERS. Payment will only be made for completed WORK that is accepted and approved by DOGM. No partial payments will be made for individual items of WORK.
- B. Payment at the lump sum BID PRICE, as modified by any CHANGE ORDERS, shall be full compensation for all labor, materials, tools, equipment, services, and all other costs and incidentals necessary to perform the WORK in this section in accordance with the Standard Drawings and Specifications.

END OF SECTION

## 4.0 REVEGETATION

Task 4 includes mulching, seeding and planting. Although DOGM has separately purchased container seedlings and seed for the project, revegetation is a separate bid item. The CONTRACTOR will use the purchased seed and seedlings to revegetate all the south facing slopes (approximately 20 acres) worked by sheep (Section 3.1G) and all areas re-disturbed by reclamation activities.

Re-disturbed areas include access routes, backfilled voids, terraces including terrace cuts and fill piles, and reconstructed stream channel banks. The acreages of each are as follows:

- Access routes: 3521.28 Sq. feet
- Terraces (including cut and fill slopes): 94650.00 Sq. feet
- Stream channel Banks 44431.2 Sq. Feet

## 4.1 MULCHING

- A Distribution of grass hay or straw mulch on all south facing slopes, both sides of the stream channel and the areas redisturbed by this work. Mulch shall be spread by hand or mechanical blower, in an even manner, at a rate of 2,000 pounds per acre over the site to be mulched. Mulch application shall be initiated at the top of the slope, working downhill, where possible.

Hay/straw mulch shall be crimped by the action of sheep's feet, where equipment cannot gain access, see Section 3.1 G above. Within reach of equipment from the terraces, hay/straw mulch will be incorporated as described in Section 4.2 below.

CONTRACTOR shall submit *during construction and prior to applying mulch* the Phytosanitary Certificate required by the Utah Department of Agriculture. Mulch must meet the requirements of the Utah Noxious Weed Act (4-17-3, UCA; Regulation A700-04-09) and the Utah Phytosanitation Act. Mulch must be tested and found clean by an official Utah Department of Agriculture Inspector. CONTRACTOR shall contact the state inspector and arrange testing. Payment will not be made without certificate of inspection from Agricultural Inspector. Untested mulch may be used only

- B. **Bonded Fiber Matrix** mulch will be applied at a rate of 500 lbs/ac with the seed and 150 lbs/ac tackifier.

CONTRACTOR shall submit *during construction* empty container labels, tags, and receipts for wood fiber mulch material and tackifier for verification of materials being used.

- C. CONTRACTOR, *prior to execution* of this hydroseeding work, shall arrange for Transfer of Point of Diversion permit from Utah Division of Water Rights for utilizing water from Eccles Creek to hydrospray seed and tackifier. Water Rights are available for use, inquire at the Snack & Pack store in Scofield (see Section 7.0 C below).

## 4.2 SEEDBED PREPARATION

For those areas re-disturbed by this work, AFTER mulching, and PRIOR to seeding, the ground surface shall be roughened and gouged to create hummocks and depressions with **up to 12 inches** of relief. This relief will reduce ground surface wind disturbance and create water catchment basins, and incorporate the mulch. Roughening can be achieved by gouging with a backhoe or excavator bucket or with a mechanical pitter designed for the purpose. Soil gouges should not be aligned, one above the other, but should be irregularly spaced across the slope so as to minimize the potential for break-through erosion.

Boulders, both large and small, may be left on site either individually or in groupings to blend with the natural surroundings, as directed by DOGM. DOGM may require that additional boulders be placed on site prior to seeding to enhance visual variation and provide wildlife habitat.

Seedbed preparation shall be considered to be complete when the soil surface is completely roughened.

#### 4.3 SEEDING

All seeding shall be broadcasting as directed by DOGM. When broadcast seeding, passes shall be made over the site to be seeded such that even distribution of seed shall be obtained. Broadcast seeding shall take place immediately following the completion of final seedbed preparation. Broadcast seeding shall not be conducted when wind velocities would prohibit even seed distribution.

Broadcast seeding of small areas of disturbance less than 0.05 acres (approximately 2500 square feet or 50' x 50') may be done by hand scattering.

After completion of the broadcast seeding, organic material, such as logs, will be randomly redistributed on both stream banks for bank protection. Care shall be exhibited to avoid leveling the soil surface.

Seeding shall normally occur in the fall after September 15, or otherwise as directed by. **If work is suspended due to winter conditions, a sterile cover crop, such as Triticale must be seeded over the site.**

CONTRACTOR shall submit *with the post award submittals* (see Part I, Item 16), a written description indicating equipment to be used to perform the work required in this section.

CONTRACTOR will pick up seed (purchased by the Division), in original containers from seed supplier (Granite Seed) and retain seed tags showing analysis of seed mixture, percentage of pure live seed (PLS), year of production, net weight, date of packaging and location of packaging. Seed must be stored under dark, cool, and dry conditions. Damaged packages are not acceptable.

##### 4.3.1 SEEDING of the RIPARIAN AREA (1.02 ac)

**Step 1.** Following completion of earth work in the channel, both sides of the channel banks and the channel bottom in reaches 1 and 2 will be hydroseeded and hydromulched with the riparian seed mix. The area to be covered is estimated at one (1.02) acre.

**Step 2.** In addition, immediately following earthwork for channel stabilization, an area estimated at one (1) acres along the length of the stream channel (both banks) will be planted with the containerized plugs and cuttings listed in Appendix B as follows:

~0-3ft. from the streamline plant 360 containerized willows, six feet apart.

~3-10 ft from the stream line plant 900 containerized plants approximately 6' apart.

~0-15ft will be seeded with the Riparian Seed mix.

##### 4.3.2 SEEDING of the TERRACES and SOUTH SLOPES (20 ac)

This seeding will follow biosolids application by three weeks.

**Step 1.** An area estimated at ten acres will be hydroseeded with the Terrace Seed mix. This acreage figure includes hydroseeding the area above and below the terraces as far as can be reached with the hydroseeder spray. Only the portions of slopes A, B, C that can

not be reached with the hydroseeder (estimated at ten acres), will be hand broadcast. Hydroseed will be applied with hydromulch and tackifier and wood straw. Hand broadcast seed will be covered with woodstraw, but not hydromulch. The Terrace seed mix is in App. B.

**Step 2.** Nine hundred eighty (980) containerized shrubs will be hand planted along the terraces and in gullies above excelsior logs. Shrub seedlings will be planted at the base of berms, ten feet apart along the length of all terraces, and at the base of the cut slope of all terraces, ten feet apart and above each excelsior log placed in the gullies on the south slopes. A Terrace shrub seedling list for the slopes is provided in Appendix B. This hand planting will either precede the biosolids application or follow it by 30 days.

#### 4.4 APPLICATION OF WOOD MULCH

To provide 50% coverage over the approximately 20 acre area, either downed logs will be gathered and mulched on site to generate matchstick size mulch or WoodStraw® will be purchased and brought to the site. No live trees will be fallen for this purpose.

If mulch is generated on-site, CONTRACTOR will provide documents *prior to the execution of this work* authorizing downed log gathering, as required in Section 3.4 G.2.

#### 4.5 PLANTING of CONTAINERIZED PLANT STOCK

Planting shall occur following ground surface roughening. No seedling planting shall be attempted in frozen seedbed material. Seedling spacing shall be as stated in the Section 4.3.1 and 4.3.2. DOGM has purchased containerized stock and will ensure that seedling stock is delivered to the planting site as close to the time of planting as possible.

At each individual planting site, a circular area (planting circle) shall be cleared of mulch materials or inhibiting debris. The size of the circle shall be approximately 12 inches in diameter. The receiving hole shall then be dug with the depth of the hole extending 2 to 4 inches deeper than necessary for planting. The hole shall be of sufficient size to allow positioning the seedling and tamping the backfill. After the hole has been formed, it shall be partially backfilled with loose soil to allow planting at the proper depth. The seedling shall then be placed in the hole and the hole half backfilled. The hole shall then be filled with water and the remainder of the seedbed material backfilled into the hole as rapidly as possible without displacing water from the hole. The backfill shall be firmly tamped around the seedling. Planting depth shall not exceed the depth at which the seedling was grown in the container.

A basin, which slopes gently from the outside of the planting circle to the seedling stem, shall be formed in the soil to aid in water catchment. The basin shall be mulched with straw (or the mulch replaced when a seedling is planted into a mulched site) and the straw anchored with gravel and seedbed material. Planting holes may be dug by hand or with a power auger. Planting shall be completed as specified in Section 4.3.1 and 4.3.2.

#### 4.6 BASIS for REVEGETATION PAYMENT

##### A. Basis for Payment.

1. Revegetation is bid and paid on a lump sum basis. Estimated quantities are provided in Section 3.1G, Sec. 4.0, Sec. 5.0, the appendices, and on the Bid Schedule to serve as a guide in outlining the scope of work, but bidding is not on a unit price basis. The lump sum BID PRICE need not equal the product of the estimated quantity times a unit price. Variation in Quantity Unit Prices are requested on the Bid Schedule for the purpose of adjusting the lump sum BID PRICE in cases where the actual quantity of WORK performed differs from the estimated quantity.

2. The actual final quantities for the major tasks or categories of materials may differ from the estimated quantities shown in Section 3.1G and Section 4.0, the appendices, or the Bid Schedule.

The estimated quantities are based on information gathered and interpreted from surface investigations.

3. Should the CONTRACTOR estimate the quantity of revegetation to be greater than 15% above the estimated quantity shown in the Bid Schedule, the CONTRACTOR must negotiate a CHANGE ORDER with DOGM for additional WORK prior to undertaking the additional WORK. The adjustment to the lump sum BID PRICE will be based on the Variation in Quantity Unit Price on the Bid Schedule and the variance above 115% of the estimated quantity. The method of measurement for quantities shall be determined prior to undertaking the additional WORK.

4. When the actual quantity of revegetation completed as determined by measurement is greater than 15% below the estimated quantity on the Bid Schedule, DOGM will negotiate a reduction in the lump sum BID PRICE based on the Variation in Quantity Unit Price on the Bid Schedule and the variance below 85% of the estimated quantity. This price adjustment shall be executed by a CHANGE ORDER.

#### B. Measurement

Revegetation is a lump sum bid item that does not require measurement of quantities for payment. At each mine site or mine feature itemized for WORK in the Bid Schedule, DOGM must approve and accept the WORK as set forth above before any payment on that item can be requested.

Site preparation, surface roughening, and mulching will not be measured for direct payment but will be considered subsidiary to revegetation. Costs for these subsidiary products or tasks are to be absorbed into the lump sum BID PRICE for the associated revegetation as described in this section. The lump sum BID PRICE amount for revegetation, as modified by any CHANGE ORDERS, shall be full compensation for all labor, materials, tools, equipment, services, and all other costs necessary to perform the WORK as described in this section.

Measurement of revegetation for adjustments to the lump sum BID PRICE as described in Section 4.5 A, paragraphs 3 and 4 above shall be as follows:

1. Areas of revegetation will be expressed in acres and measured by planimetry from maps or aerial photos.
2. Containerized plantings will be expressed as individual units and measured by counting.
3. Other methods of measurement may be used as appropriate to the situation and as mutually agreeable to CONTRACTOR and DOGM.

#### C. Payment

1. Payment for revegetation will be at the lump sum BID PRICE, as modified by any CHANGE ORDERS. Payment will only be made for completed WORK that is accepted and approved by DOGM. No partial payments will be made for individual items of WORK.
2. Payment at the lump sum BID PRICE, as modified by any CHANGE ORDERS, shall be full compensation for all labor, materials, tools, equipment, services, and all other costs and incidentals necessary to perform the WORK in this section in accordance with the Standard Drawings and Specifications.
3. No payment shall be made without Phytosanitary Certificate for certification of compliance with the Utah Noxious Weed Act. Certification shall be submitted with invoice.

END OF SECTION

## 5.0 AS-BUILT DRAWINGS and DOCUMENTATION

CONTRACTOR shall submit the following records, photographs, and certificates of WORK performed for the following tasks:

1. Itemization of excelsior log installation in gullies on slope.
2. Number of cubic yards of biosolids transported to the site.
3. Certificates of biosolids analysis;
4. Itemization of log retainers and drop structures by Reach
5. Phytosanitary certificate for hay/straw.
6. Point of Division water Right temporary water right permit
7. Evidence of permission to gather downed logs from adjacent lands.
8. Seed tags.
9. Bonded fiber mulch tag
10. GPS data points with accompanying photographs of the final site configuration including:
  - a. Elevation of filled subsidence features.
  - b. The contour of the three terraces and of remaining Road R1.
  - c. Stream locations of log installations and rock drop structures.
  - d. Changes to stream width and elevation in Reach 3 & 4.
  - e. Outline of areas treated with biosolids.

## 5.1 BASIS FOR AS-BUILT DRAWINGS and PHOTOGRAPHS PAYMENT

### A. Basis for Payment.

1. As-Built Drawings and Documentation is bid and paid on a lump sum basis. Expected records, photographs, and reports are outlined in Section 3.0, 4.0 and 5.0 to serve as a guide in outlining the scope of work, but bidding is not on a unit price basis. The lump sum BID PRICE need not equal the product of the estimated quantity times a unit price. Variation in Quantity Unit Prices are requested on the Bid Schedule for the purpose of adjusting the lump sum BID PRICE in cases where the actual quantity of WORK performed differs from the estimated quantity.

2. The information requested in Section 5.0 is the minimum required reporting.

### B. Measurement

As-Built Drawings and Documentation is a lump sum bid item that DOGM must receive as set forth above before any payment on that item can be requested.

As Built drawings and Documentation will not be measured for direct payment but will be considered subsidiary to all the WORK. Costs for these subsidiary products or tasks are to be absorbed into the lump sum Revegetation BID PRICE. The lump sum Revegetation BID PRICE amount, as modified by any CHANGE ORDERS, shall be full compensation for all labor, materials, tools, equipment, services, and all other costs necessary to perform the WORK as described in Section 5.0.

### C. Payment

1. Payment for As-Built Drawings and Documentation and will be included in the lump sum Revegetation BID PRICE, as modified by any CHANGE ORDERS. Payment will only be made for completed WORK that is accepted and approved by DOGM. No partial payments will be made for individual items of WORK.
2. Payment at the lump sum Revegetation BID PRICE, as modified by any CHANGE ORDERS, shall be full compensation for all labor, materials, tools, equipment, services, and all other costs and incidentals necessary to perform the WORK in this section in accordance with the Standard Drawings and Specifications.



## 6.0 MATERIAL TRANSPORT

This WORK consists of the transport on public roads of designated earth materials and other products including, but not limited to, those indicated in Sec. 3.0, and Sec. 4.0 . The work shall include, the loading, transport, and unloading of biosolids/manure, riprap, straw/hay, chemical binders and other materials imported to reclaim the site and the removal of trash from the site.

- A. CONTRACTOR shall submit *with the post award submittals* (see Part I, Item 16), a written description indicating equipment to be used to perform the work required in this section.
- B. The CONTRACTOR shall submit *prior to receiving Notice to Proceed* evidence of the appropriate Public Service Commission and/or Interstate Commerce Commission licensing to complete this section of the WORK. If a Subcontractor will be used for material transport, CONTRACTOR shall submit evidence of the Subcontractor's PSC and/or ICC licensing.
- C. CONTRACTOR shall secure any and all required permits for the transport WORK at his/her expense
- D. Hard hats, steel toed shoes, and safety glasses shall be worn by all drivers whenever out of the cab of the truck. Dust masks shall be worn whenever there are high levels of airborne dust.
- E. All equipment and trucks shall be equipped with fire extinguishers.
- F. All trucks shall be equipped with towing hooks the on front end.
- G. CONTRACTOR may be required to provide two-way radios with each unit to be used to communicate with other vehicles on private and public roads for coordinating traffic on those roads
- H. If necessary or required by DOGM, fine-grained materials shall be lightly sprayed with water during loading to minimize the generation of airborne dust. Water usage shall be kept to the minimum required to suppress dust.
- I. Truck drivers shall remain in their trucks while underneath buildings, conveyors, or galleries.
- J. Maximum gross weight (includes tractor, trailer, and load) shall not exceed limits as imposed by the Utah Department of Transportation or any other state agency, "frost law" weight restriction included.
- K. CONTRACTOR shall comply with all applicable federal, state, county and local regulations, guidelines and ordinances pertaining to the truck transport of coal or other materials.
- L. If at any time any special operating laws are imposed on any federal, state, or county roads used by the CONTRACTOR and/or subcontractor in transport of coal or other materials to the disposal site by any applicable federal, state or county agency, these operating laws will be strictly adhered to by the CONTRACTOR or subcontractor.
- M. CONTRACTOR shall unload materials at the location and in the manner specified in Section 0300: Specific Site Requirements. CONTRACTOR is responsible for cleaning up and removing all material improperly dumped.
- N. Truck drivers shall remain in their trucks while underneath buildings, conveyors, or galleries.

## 6.1 BASIS FOR MATERIAL TRANSPORT PAYMENT

#### A. Basis

Material Transport is bid and paid on a lump sum basis. Estimated quantities of biosolids are provided in Sections 3.1H, riprap requirements are presented in Section 3.4F, and on the Bid Schedule to serve as a guide in outlining the scope of work, but bidding is not on a unit price basis. The lump sum BID PRICE need not equal the product of the estimated quantity times a unit price. Variation in Quantity Unit Prices are requested on the Bid Schedule for the purpose of adjusting the lump sum BID PRICE in cases where the actual quantity of WORK performed differs from the estimated quantity.

The actual final quantities for the major tasks or categories of materials may differ from the estimated quantities shown in Sections 3.1H, and 3.4I, or the Bid Schedule. The estimated quantities are based on information gathered and interpreted from surface investigations.

Should the CONTRACTOR estimate the quantity of material transport to be greater than 15% above the estimated quantity shown in the Bid Schedule, the CONTRACTOR must negotiate a CHANGE ORDER with DOGM for additional WORK prior to undertaking the additional WORK. The adjustment to the lump sum BID PRICE will be based on the Variation in Quantity Unit Price on the Bid Schedule and the variance above 115% of the estimated quantity. The method of measurement for quantities shall be determined prior to undertaking the additional WORK.

When the actual quantity of material transport completed as determined by measurement is greater than 15% below the estimated quantity on the Bid Schedule, DOGM will negotiate a reduction in the lump sum BID PRICE based on the Variation in Quantity Unit Price on the Bid Schedule and the variance below 85% of the estimated quantity. This price adjustment shall be executed by a CHANGE ORDER.

#### B. Measurement

Material Transport is a lump sum bid item that does not require measurement of quantities for payment. DOGM must approve and accept the WORK as set forth above before any payment on that item can be requested.

Loading and unloading will not be measured for direct payment but will be considered subsidiary to material transport. Costs for these subsidiary products or tasks are to be absorbed into the lump sum BID PRICE for the associated material transport as described in this section. The lump sum BID PRICE amount for material transport, as modified by any CHANGE ORDERS, shall be full compensation for all labor, materials, tools, equipment, services, and all other costs necessary to perform the WORK as described in this section.

Measurement of material transport for adjustments to the lump sum BID PRICE as described in Part 6.1.A paragraphs 3 and 4 above shall be by one of the following methods mutually agreeable to CONTRACTOR and DOGM:

1. Before and after surveys at the CONTRACTOR's expense of any site grading or earthwork, where excavated or fill material is transported. Volume of material removed or placed shall be calculated digitally (grid, TIN) from pre- and post-excavation surface models or by the average end area method based on cross sections developed from CONTRACTOR's surveys. DOGM will have surveys performed at DOGM's discretion for confirmation purposes.
2. Direct volume measurements of the trailer or truck bed in conjunction with a truck count.
3. Random selection of four trucks per shift (or not more than 10%) to be weighed at a certifiable scale. The average weight of these trucks would be applied to all trucks for that shift.

4. Use of portable truck scales at the loading site.
5. Use of a bucket recording weight meter on the loaders.
6. Use of belt scales at the loading site.
7. Any other method acceptable to both the CONTRACTOR and DOGM.

C. Payment

Payment for material transport will be at the lump sum BID PRICE, as modified by any CHANGE ORDERS. Payment will only be made for completed WORK that is accepted and approved by DOGM.

Payment at the lump sum BID PRICE, as modified by any CHANGE ORDERS, shall be full compensation for all labor, materials, tools, equipment, services, and all other costs and incidentals necessary to perform the WORK in this section in accordance with the Standard Drawings and Specifications.

END OF SECTION

## 7.0 SPECIAL CONDITIONS and RESTRICTIONS

### A. Land Protection

Trash, containers, wrappings, empty containers, seed and tackifier bags, hay bale twine, pallets, water jugs, buckets, broken tools, discarded materials, food wrappers, beverage containers, paper towels, and other such litter generated by the reclamation activities shall be kept contained during construction and shall be cleaned up and removed from the site upon completion.

Fuel, lubricants, hydraulic fluid, and similar products shall be properly contained and handled to prevent spills.

WORK may be suspended due to adverse weather or other conditions in consultation with DOGM. The date for resumption of WORK will be determined by DOGM in consultation with CONTRACTOR and will depend upon the nature of the uncompleted WORK.

CONTRACTOR shall be responsible to reimburse landowners or lease holders for livestock or other property lost, injured, or damaged by CONTRACTOR's operations on access roads.

Camping on site is not permitted at the former mine site. The Lazy Anchor is a campground in Scofield with trailer hookups (435-448-9697). Scofield State Park also accommodates trailers 435-448-9449 (summer) or 435-637-2732 (winter) or 800-322-3770 (to make reservations). Camping on BLM-administered land is limited to 14 consecutive days in any one location.

### B. Fire Prevention and Control

CONTRACTOR shall call 911 or notify the \*\*\*\*\*Northern Utah Interagency Fire Center (801-908-1901) immediately in the event of a fire. Callers should be able to relay the location and status of the fire.

In the event of a fire, personal safety is the first priority. CONTRACTOR shall initiate fire suppression to the extent that it can be done safely. If a fire spreads beyond the capability of the workers and available tools, crews shall cease suppression and evacuate the area.

CONTRACTOR shall comply with all federal, state, or local rules and regulations regarding the use, prevention, and suppression of fires, including any fire prevention orders that may be in effect. CONTRACTOR may be held liable for the costs of fire suppression, stabilization, and rehabilitation.

Vehicles and equipment shall be equipped with shovels, water, and fire extinguishers with a minimum rating of ABC –10 pounds. Internal and external combustion engines shall be equipped with properly maintained, unmodified spark arresters (see 36 CFR 261.52).

### C. Worker Health and Safety

CONTRACTOR is required to hold regular safety meetings and is encouraged to have a response plan in place in the event of accidents, personal injury, animal bites, or other medical emergency.

All of Carbon County is covered by 911 emergency telephone service, but the site has no reliable cell phone coverage. Cell phone coverage is available in Scofield.

The reliance on manual labor for this project and the steep terrain increase the risk of orthopedic and trauma injuries. Standard safety gear (hard hat, steel-toed shoes) are required for all personnel. Fatigue, heat stress, and dehydration are inherent medical risks of heavy manual labor. Frostbite and hypothermia are risks of winter work. Workers should take appropriate precautions for the site conditions.

There are minimal services available in the project area. Scofield has a small market with groceries, fuel, and a pay phone (Snack & Pack store, 435-448-9697) Business operating hours are limited.

END OF SECTION

## APPENDICES

APPENDIX A PROJECT AREA MAP



APPENDIX B REVEGETATION SEED AND PLANT MIX



## APPENCIX C ENGINEERING DESIGNS



APPENDIX D STREAM ALTERATION PERMIT



## APPENDIX E SOILS ANALYSIS

## APPENDIX F EXCELSIOR LOG INSTALLATION

