

From: Priscilla Burton
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CC: Haddock, Daron
Date: 9/22/2010 11:54 AM
Subject: AR11035 White Oak Reclamation
Attachments: contractor submittals_20100922120305.pdf; AR11035 Technical_20100922120354.pdf

Hello Kara,

I've attached the forms that should be provided to the Division of Oil, Gas & Mining (DOGM). (These are not required until after you have received notice of the Purchase Order.) Please identify DOGM as certificate holder on the Certificate of Insurance. I have also attached a copy of the technical specifications to refer to when writing the list of equipment and drainage control plans, etc.

Also I have planned a visit for DOGM inspectors to both the Spanish Fork and PRWID treatment plants to get a sense of the logistics involved in transporting the biosolids to the White Oak site. A representative from your company is welcome to join us:

First stop.....Spanish Fork Treatment Plant, 2160 North. 150 East, Spanish Fk. @ 9 a.m.
Dennis Sorensen, Manager, cell phone (801) 921-9865.

Second stopPRWID, 5382 Washer Plant Rd., Wellington @ 1:00 p.m.
Brian Harris, Manager, cell phone (435) 636-9411.

Please call if you've any questions. I look forward to working with you.

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White Oak Stabilization Project and Reclamation Construction

State Procurement Solicitation Number **AR11035**

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 24 and Thursday August 26, 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 or other equipment. 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.

EXHIBIT E. SCHEDULE OF CONTRACTOR SUBMITTALS

SUBMITTAL

WHEN DUE

In Order to Begin Work

- 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 ~~UDEG~~ U DOGM 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.

To DOGM Exhibits attached.

During Performance of Work

- Monthly Progress Report

Monthly

For Final Payment and Contract Closeout

- 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.

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**

Attached
Technical Specifications
for reference

Continued
next page

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.

EXHIBIT A. APPLICATION AND CERTIFICATION FOR PAYMENT

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 style="text-align: center;">Chapter 2 PRODUCER</p> <p>Insurnce Agent/Broker Name Insurnce Agent/Broker Street Address or P.O. Box Insurnce Agent/Broker City, State & Zip Code Contact & Phone Number</p>	<p>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.</p>												
<p style="text-align: center;">Chapter 3 INSURED</p> <p>Vendor Name Vendor Street Address or P.O. Box Vendor City, State & Zip Code</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURERS AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Name of Insurance Company</td> <td>Enter NAIC#</td> </tr> <tr> <td>INSURER B: Name of Insurance Company (if applicable)</td> <td>Enter NAIC#</td> </tr> <tr> <td>INSURER C: Name of Insurance Company (if applicable)</td> <td>Enter NAIC#</td> </tr> <tr> <td>INSURER D: Name of Insurance Company (if applicable)</td> <td>Enter NAIC#</td> </tr> <tr> <td>INSURER E: Name of Insurance Company (if applicable)</td> <td>Enter NAIC#</td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	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#
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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.

NSR 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"/>	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> _____ <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	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"/>	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> _____ <input type="checkbox"/> _____	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"/>	GARAGE LIABILITY <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"/>	EXCESS/UMBRELLA LIABILITY <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"/>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXEC U-TIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	Enter Policy #	Enter Effective Date	Enter Expiration Date	<input checked="" type="checkbox"/> WC STATU-TORY <input type="checkbox"/> OT H-ER	
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
	<input type="checkbox"/>	OTHER					

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

ACORD 25 (2001/08)

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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.