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Horizon Mine Reclamation in Utah, Summer 2018

1 message

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Wed, Mar 28, 2018 at 11:21 AM

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Hi Howard, Alexis, Christine, & Dan:

As I understand many of you are up to date on the status of the Horizon Mine site out here in Utah. About a year ago we began bond forfeiture proceedings that we finalized in late 2017. Now everything is in order for our Coal Program to oversee reclamation of the site and we're planning to go out to bid with the attached Scope of Work.

I've worked with folks here in the Coal Program to boil down the MRP in order to put this Scope of Work together. Channel dimensions and riprap sizing all follow the original designs put together by Rich White P.E. of EarthFax Engineering. We have added additional soil stabilization measures on reclaimed hillslopes to prevent sediment erosion and encourage successful revegetation. It's a large file so it's attached as a shared Google Drive file. The Scope of Work is found in Chapter 5.

I want to give Carrie Middleton a lot of credit and a big thanks for sharing the Drone LiDAR flight time that she had contracted with Juniper Unmanned. Last September we flew the Horizon site with LiDAR and orthoimagery and gathered very valuable data. I worked with our GIS specialist to pull the LiDAR data into Global Mapper and was able to calculate the cut/fill volumes to re-establish the open channels running through the site and to accurately measure the volumes of coal waste piles scattered across the site. These numbers really helped tighten up the earthwork volumes in the Bid Schedule and Scope of Work.

Let me know if you have any additional questions regarding the project.

Thanks,
Keenan Storrar
Utah Division of Oil, Gas and Mining
801-538-5345

 [Horizon_Final Reclamation RQS.pdf](#)

kstorrar@utah.gov

CONSTRUCTION SPECIFICATIONS

Final Reclamation of Horizon Mine

Carbon County, Utah

Spring 2018



STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
Division of Oil, Gas & Mining
Coal Program
Salt Lake City, Utah

**STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS & MINING
COAL PROGRAM**

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DOG M Project Name: Horizon Mine Final Reclamation
DOG M Project Number: C/007/0020

Date Specifications Completed: March 19th, 2018

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Chapter 1: INSTRUCTIONS TO BIDDERS

1. Request for Bids

The Utah Division of Purchasing is accepting bids to perform the final reclamation of the Horizon Mine. The Horizon Mine is located in Consumers Canyon approximately 14 miles northwest of Price, Utah. The WORK consists of the final reclamation of all surface disturbance associated with coal mining activity at the Horizon Mine including: earthwork to re-establish the approximate original contour of the site, re-establishment of natural drainage channels/patterns, removal and/or burial of on-site coal refuse, restoration and revegetation of disturbed areas. Details of the WORK are contained in Chapter 5 of these Specifications. "OWNER" in these Specifications is defined as the Utah Division of Oil, Gas and Mining.

Bidders should refer to the materials posted at the Division of Purchasing's online procurement service website and the Division of Purchasing's instructions contained in this solicitation packet for relevant dates and deadlines, instructions on how to submit a bid, and other bidding documents.

Note: In 2016, the Division of Purchasing is switching from the BidSync service to SciQuest. Bidders should refer to Purchasing for guidance during this transitional period.

Please note that electronic specifications may be organized into more than one file. Bidders should make sure that they have the entire bid package and all necessary documents before bidding.

2. Drawings and Specifications

Specifications are only available through the Division of Purchasing's online procurement service. Specifications are no longer provided by the Division of Oil, Gas and Mining.

3. Pre-bid Meeting

Date: April 4th, 2018

Location/Time: Meet at the Horizon Mine at 10:00 AM. The pre-bid meeting is expected to last between 2- 3 hours.

Attendance at the pre-bid meeting should result in a more thoughtful bid. Therefore bidders are required to attend the pre-bid meeting. Bid applications will be rejected if the bidder's representative did not attend the pre-bid meeting session.

4. Contract and Bond

The contract agreement will be in the form of a Purchase Order referencing this bid solicitation. The completion date for construction will be within 90 calendar days after receipt of notice to proceed, as indicated in the Supplemental Bid Information form. The successful bidder, within 14 days after the bid opening, will be required to furnish a performance bond and a payment bond in an amount equal to one hundred percent (100%) of the contract price. Said bonds shall be secured from a company satisfactory to OWNER. **The surety company must be a U.S. Department of Treasury (Circular 570) listed company.**

5. Qualifications of Bidders

All CONTRACTORS must be currently licensed in Utah for the type of work to be done. This means the CONTRACTOR must hold an E100 license unless other licensing is specified in Chapter 5 Scope of Work

The CONTRACTOR's past performance, organization, equipment, and ability to perform and complete their contracts in the manner and within the time limit specified will be elements that are considered as a matter of CONTRACTOR responsibility. All CONTRACTORS who have

previously performed WORK on a Utah Abandoned Mine Reclamation Program project (Title IV) or Utah Coal Program (Title V) project have been evaluated using the Contractor Performance Rating Form (Chapter 4). Performance ratings may be used in determining responsibility.

6. Qualifications of Subcontractors

The experience and responsibility of Subcontractors may have bearing on the selection of a CONTRACTOR by the OWNER. The CONTRACTOR shall require all of his or her Subcontractors to comply with the license laws as required by the State of Utah.

The Subcontractor's past performance, organization, equipment, and ability to perform and complete their contracts in the manner and within the time limit specified will be elements that may also be considered in determining contractor responsibility.

OWNER may withhold award of CONTRACT to any particular bidder if one or more of his or her proposed Subcontractors are considered by the OWNER to be non-responsible.

7. Listing of Subcontractors

Bidders shall submit with the bid a list of the names of Subcontractors to be furnished for each of the principal parts of the work and the corresponding dollar amounts. Each principal part shall mean a subcontract dollar value in excess of \$5,000. Such list shall be binding upon the CONTRACTOR; however, OWNER has a right to reject any or all Subcontractors listed or unlisted which OWNER feels are unqualified to do the work.

8. Interpretation of Plans and Specifications

ALL questions concerning this bid or the meaning of any part of the drawings, specifications or other proposed CONTRACT documents must be submitted through the BidSync system. The OWNER will not be responsible for any other explanations or interpretations of the proposed documents. Please do not contact the DOGM project manager or Purchasing by phone or e-mail to ask questions.

9. Addenda or Bulletins

Any addenda or bulletins issued during the time of bidding shall become part of the documents issued to the bidders for the preparation of the bid, shall be covered in the bid, and shall be made a part of the CONTRACT.

10. Bid Schedule

Bidding CONTRACTORS shall examine the specifications and the Bid Schedule and fill in all blanks of the CONTRACTOR's Bid and Bid Schedule and submit all required information contained in the bid, including required submittals, or have the bid subject to disqualification.

11. Bid Security

Bid Security in the form of a bid bond in the amount of five percent (5%) of the bid, made payable to the Division of Purchasing, shall accompany bid. A bid bond is the only acceptable form of bid security. Letters of credit, checks, money orders, and other items of cash value are not acceptable.

12. Award of CONTRACT

The CONTRACT will be awarded as soon as possible to the lowest responsible bidder, provided the bid is reasonable and is in the interests of the OWNER to accept. For bidders who have previously performed WORK on either a Utah Abandoned Mine Reclamation Program project (Title IV) or Utah Coal Program (Title V) project, evaluation of the responsibility of the bidder will also include consideration of past performance on contracts for OWNER. Both the Lump Sum Amount

and the Unit Price for all work items will be considered in awarding the CONTRACT. Lump Sum Amounts do not have to equal the product of the estimated quantity times the Unit Price, but OWNER may reject a bid if unit prices are substantially out of line with the Lump Sum Amount. The OWNER reserves the right to waive any technicalities or formalities in any bid or in the bidding.

13. Cost Breakdown

The CONTRACTOR shall, before starting WORK, submit to OWNER a cost breakdown showing the cost of various segments of the WORK according to a specification heading, the total amount equaling the CONTRACT price. This breakdown shall be used as the basis for the payment of estimates as stated in the contract documents.

14. Right to Reject Bids

The OWNER reserves the right to reject any or all bids.

15. Time is Essence and Award of CONTRACT

Time is of the essence in award of the CONTRACT.

16. Withdrawal of Bids

Bids may be withdrawn upon written or electronic request received from bidders prior to the time fixed for opening. Electronic request via fax or e-mail must be received by OWNER in written form before bid opening. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

17. Buy American Act

Compliance with the Buy American Act is required for this project. The Buy American Act requires the use of domestically produced materials.

Chapter 2: BID DOCUMENTS

Supplemental Bid Information
Bidder's Proposed Subcontractors, Suppliers & Vendors List
Minority and Woman Business Enterprise Representation
Bid Schedule
Required Submittals

**Supplemental Bid Information
Horizon Mine Final Reclamation Project**

COMPLETION TIME:

I/We guarantee to complete the WORK within 90 calendar days after receipt of Notice to Proceed, should I/we be the successful bidder.

SUBSTITUTIONS AND ALTERNATIVES:

For your consideration, I/we propose the following alternative WORK plan, substitutions and/or alternatives of materials and/or equipment with the resulting indicated total amounts to be added to or deducted from the bid amount, should I/we be the successful bidder:

Item	Manufacturer and Description	Addition	Deduction
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____

Bidder shall attach or upload explanatory comments as needed.

LICENSING:

CONTRACTOR's License Number for Utah: _____

License Classification(s): _____

Expiration Date: _____

Copy of license must be enclosed with hard copy bid or uploaded on BidSync with electronic bid.

Type of Organization: _____
(Corporation, Co-Partnership, Individual, etc.)

Bidder's Proposed Subcontractors, Suppliers & Vendors List Horizon Mine Final Reclamation Project

We submit the following list of first-tier subcontractors, suppliers and vendors for OWNER approval. We recognize this list as binding on us, and acknowledge OWNER'S right to reject any or all subcontractors, suppliers or vendors listed or unlisted which the OWNER feels are unqualified to do the work.

SUBCONTRACTOR	CONTRACT AMOUNT	STATE CONTRACTOR'S LICENSE NO	LICENSE LIMIT
Earthwork/Excavation:			
Demolition of three concrete mine portals and concrete footings			
Scrape and clear coal waste spread across property and bury on-site with 4' of cover			
Re-establish ephemeral channel:			
Mulch:			
Seed:			
Revegetation:			
Remove sediment pond and re-establish wetland			

By submitting a bid under this solicitation, we certify that:

1. This list includes all subcontractors, suppliers and vendors whose bids exceed \$5,000 (for prime contractor bids less than \$250,000) or \$25,000 (for prime contractor bids of \$250,000 or more).
2. Where we have listed "Self" it is our intent to perform said work and that we generally and regularly perform that type of work, and are appropriately licensed.
3. Any approved change in sub-bidders, suppliers or vendors which results in a lower contract price for sub-bid work shall accordingly reduce the total sum of the prime contract.

Note: Failure to submit this form properly completed and signed may be grounds for OWNER'S refusal to enter into a written CONTRACT with BIDDER. Action will be taken against BIDDER'S bid bond or cashier's check as deemed appropriate by OWNER. Timely notice of unacceptable subcontractors, suppliers or vendors will be given to the BIDDER. Reporting of subcontractors may be required for conformance with 63A-5-208 UCA.

Minority and Woman Business Enterprise Representation Horizon Mine Final Reclamation Project

The offeror represents that it is is not a minority business enterprise.

A minority business enterprise is defined as a concern that:

- 1) is at least 51 percent owned by one or more individuals who are socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock owned by one or more individuals who are socially and economically disadvantaged individuals; and
- 2) has its management and daily business controlled by one or more such individuals.

Qualified groups. The offeror shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic American, Native Americans, Asian-Pacific American, Asian-Indian Americans, and other individuals found to be qualified by the Small Business Administration under 13 CFR 124.1.

The offeror represents that it is is not a woman business enterprise.

A woman business enterprise is defined as a concern that:

- 1) is at least 51 percent owned by one or more women, or a publicly owned business having at least 51 percent of its stock owned by one or more women; and
- 2) has its management and daily business controlled by one or more of the women owners.

Business firms that are 51 percent owned by minorities or women, but are in fact managed and operated by non-minority individuals do not qualify as minority or woman business enterprises.

The offeror represents that the following proposed subcontractor(s) is (are) a minority or woman business enterprise:

*This information is requested for Federal reporting purposes only.
Minority/woman status has no bearing on the selection of a contractor.*

Bid Schedule
Final Reclamation of Horizon Mine Project

<u>BID ITEM</u>	<u>QUANTITY</u>	<u>UNITS</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
File Notice of Intent for General Construction Permit and Implement Storm Water Pollution Prevention Plan (SWPPP) Section 5.0	1	Lump Sum	\$	\$
Seal and Reclaim Portals Section 5.1	1	Lump Sum	\$	\$
Clear Surface of Coal Waste, Demolish Concrete & Asphalt, Bury Onsite Section 5.2	1	Lump Sum	\$	\$
Excavate Jewkes and Portal Canyon Channels Section 5.3	9,630	Bank Cubic Yards	\$	\$
Backfill and Compact Excavated Fill Against Cut Slopes Section 5.3	1	Lump Sum	\$	\$
Topsoil Reclaimed Hillslopes Section 5.4	6,040	Bank Cubic Yards	\$	\$
Install Gravel Filter in Channel Section 5.5	925	Cubic Yards	\$	\$
Place D ₅₀ = 6" Riprap in Constructed Channels Section 5.5	925	Cubic Yards	\$	\$
Engineered Log Jam Structures Section 5.5	20	Each	\$	\$
Roughen Reclaimed Area with Pocks and Apply Straw Mulch Section 5.6	5 ac	Lump Sum	\$	\$
Apply Seed to Reclaimed Area Section 5.7	5 ac	Lump Sum	\$	\$
Reclamation Construction Sub Total (add totals above)				
Mobilization/Demobilization				
Insurance				
Bonds (see note below) Percent Variation in Contract Bond Rate: %				
Total Contract Bid Price				

TOTAL CONTRACT BID PRICE WRITTEN:

By submitting a bid under this solicitation, I/we acknowledge that I/we have examined the site conditions and have made the measurements and evaluations necessary to plan and bid the WORK.

Notes:

The total contract bid price entered here MUST match the total bid price entered in SciQuest/BidSync. If the amounts are different, the bid price entered in the item section of SciQuest/BidSync will be considered the correct bid and will be considered the official bid to be evaluated with other bids received.

The "Cost Per Unit Price" on the Bid Schedule will be used for adjustments to the CONTRACT amount where the actual WORK quantity varies by more than 15% from the estimated quantity listed in the Bid Schedule (see Supplemental General Condition No. 26: Variation in Estimated Quantities). The " Cost Per Unit Price will also be used as the basis for determining costs for tasks not currently specified in the WORK that may be added in the future by change order.

Award of CONTRACT will be based on the base "Bid Price." Contractors are cautioned to submit accurate unit prices for any variations in quantities. Verified quantities can go either up or down from the original estimated quantities. If a unit price appears high at the time of any change order, the OWNER reserves the right to negotiate that unit price down to a reasonable amount regardless of the unit prices quoted in this section.

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).

The "Variation in Contract Bond Rate" will be used to adjust the Lump Sum Amount for bonds when the CONTRACT amount changes.

Required Submittals Final Reclamation of Horizon Mine Project

Provide the requested information in the space provided. Enter the data electronically on Attachment D. For written paper bids, attach additional sheets if more space is needed.

Contractor's License

Enter the license number, class, and expiration date in the spaces provided on the Supplemental Bid Information form. Also attach a copy of the license as instructed elsewhere in this document.

Mobilization/Demobilization

CONTRACTOR shall submit *with the Bid* a list of equipment to be used for mob/demob.

Seal and Reclaim Portals

A. CONTRACTOR shall submit *with the Bid* a list of equipment to be used for the demolition of the three concrete portal collars and sealing the portal entries.

Clear Surface of Coal Waste, Demolish Concrete & Asphalt, Bury Onsite

A. CONTRACTOR shall submit *with the Bid* a list of equipment to be used for the scraping, clearing and burial of coal mine waste, concrete, and asphalt (under 4' of cover).

Excavate Jewkes and Portal Canyon Channels and Backfill, Compact Excavated Fill Against Cut Slopes and Remove Culverts

The CONTRACTOR shall submit *with the Bid* a list of equipment to be used to excavate Jewkes and Portal Canyon Channels through the upper and lower pads, compact excavated fill against cut slopes, and remove buried culverts.

Topsoil Reclaimed Hillslopes

The CONTRACTOR shall submit *with the Bid* a list of equipment to be used to excavate 6,040 BCY of topsoil and distribute across the final grade of the reclaimed hillslopes.

Hardened Channel Reconstruction

The CONTRACTOR shall submit *with the Bid* a list of equipment to be used to install the gravel filter and riprap on the channel bed and banks and the Engineered Log Jams.

Roughen Reclaimed Area with Pocks and Apply Straw Mulch

The CONTRACTOR shall submit *with the Bid* a list of equipment to be used to apply straw mulch and surface roughen or pock the final grade of the reclaimed surface.

Apply Seed to Reclaimed Area

The CONTRACTOR shall submit *with the Bid* a list of equipment to be used to apply seed to the reclaimed hillslopes.

Chapter 3: CONTRACT TERMS & CONDITIONS

Terms of Contract

Construction Terms and Conditions

General Conditions for Division of Oil, Gas & Mining Contracts

Terms of Contract

SCOPE OF WORK, hereinafter the WORK, to be performed is that contained in Chapter 4 prepared by: the Division of Oil, Gas & Mining and entitled *Horizon Mine Final Reclamation Project*.

The CONTRACTOR agrees to furnish all labor, materials and equipment to complete the WORK as described in Section 5 Scope of Work. It is understood and agreed by the parties hereto that all WORK will be performed as required by the Scope of Work and under the Terms and Conditions and General Conditions for Coal Projects outlined in Chapter 3. The WORK will be subject to inspection and approval prior to final acceptance by the OWNER. The relationship of the CONTRACTOR to the OWNER hereunder is that of an independent CONTRACTOR.

DIVISION OF OIL, GAS AND MINING Construction Terms and Conditions

ARTICLE 1. TIME OF COMPLETION: The WORK under this CONTRACT shall be commenced upon notice to proceed and shall be completed within 90 calendar days after date marked on registered receipt of said Notice to Proceed and no later than August 3rd, 2018. WORK delays caused by weather may, at the discretion of the OWNER, extend the completion date. CONTRACTOR also agrees to the liquidated damages provisions of Article 12.

ARTICLE 2. PAYMENT: OWNER will promptly pay for services performed by the CONTRACTOR. Vouchers for reimbursement of expenditures under this Agreement must be filed promptly with OWNER's Representative by the tenth day of the month following the month in which WORK has been performed. OWNER will withhold from payment an amount not to exceed 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 OWNER.

ARTICLE 3. INDEBTEDNESS: Before final payment is made, the CONTRACTOR must submit evidence including lien waivers, satisfactory to the OWNER that all payrolls, materials bills, subcontracts and outstanding indebtedness in connection with the WORK have been paid or that arrangements have been made for their payment. Payment will be made without unnecessary delay after receipt of such evidence as mentioned above and Final Acceptance of the WORK by the OWNER.

ARTICLE 4. ADDITIONAL WORK: It is understood and agreed by the parties hereto that no money will be paid to the CONTRACTOR for any additional WORK, labor or materials furnished unless a new CONTRACT in the form of a Change Order or a modification hereof for such additional materials or labor has been executed by OWNER and CONTRACTOR. The OWNER specifically reserves the right to modify or amend this CONTRACT and the total sum due hereunder either by enlarging or restricting the WORK through a change order.

ARTICLE 5. ACCEPTANCE: The WORK will be inspected for acceptance by the OWNER promptly upon receipt of notice from the CONTRACTOR that the WORK is complete and ready for inspection.

ARTICLE 6. DISPUTES PERTAINING TO PAYMENT FOR WORK: Any disputes which may arise respecting the value of any WORK done, or any WORK omitted, or of any ADDITIONAL WORK which CONTRACTOR may be required to perform, or respecting any other elements involved in this CONTRACT, will be decided by the Director of the Division of Oil, Gas & Mining, acting as the OWNER.

ARTICLE 7. TERMINATION OF CONTRACT:

a. If the CONTRACTOR is adjudged bankrupt or if the CONTRACTOR makes a general assignment for the benefit of CONTRACTOR'S creditors or if a receiver is appointed on account of CONTRACTOR'S insolvency, or if CONTRACTOR or any of his/her Subcontractors violates any of the provisions of this CONTRACT, or if the CONTRACTOR does not perform the WORK according to the Specifications, the OWNER may serve written notice upon CONTRACTOR of its intention to terminate the CONTRACT; and unless within ten (10) days after the serving of the notice, the violation ceases, the OWNER then may take over the WORK and at the expense of the CONTRACTOR, complete it by contract or by any other method it may deem advisable. The CONTRACTOR will be liable to the OWNER for any excess cost incurred by the OWNER and the OWNER may, without liability for so doing, take possession of and

utilize in completing the WORK, such materials, appliances, paint, and any other property belonging to the CONTRACTOR as may be on the site of the WORK.

ARTICLE 8: OWNER'S RIGHT TO WITHHOLD CERTAIN AMOUNT AND MAKE APPLICATION THEREOF: The OWNER may withhold from payment to the CONTRACTOR an amount or amounts as, in the OWNER'S judgment, may be necessary to pay just claims against the CONTRACTOR or any Subcontractor for labor and services rendered and materials furnished in and about the WORK. The OWNER in its discretion may apply the withheld amounts on the payment of such claims. In so doing the OWNER will be deemed the agent of the CONTRACTOR and payments so made by the OWNER will be considered as a payment made under the CONTRACT by the OWNER to the CONTRACTOR and the OWNER will not be liable to the CONTRACTOR for any such payments made in good faith. Such payments may be made without prior determination of the claim or claims.

ARTICLE 9: INDEPENDENT CONTRACTOR: The CONTRACTOR will be considered an independent contractor, and, as such, has no authorization, expressed or implied, to bind the State of Utah or the OWNER to any agreement, settlement, liability or understanding whatsoever, nor to perform any acts as agent for the State of Utah, except as herein expressly set forth. The compensation provided for herein will be the total compensation payable hereunder by the State of Utah or the OWNER.

ARTICLE 10: LIABILITY AND INDEMNIFICATION: It is agreed that the CONTRACTOR will at all times protect and indemnify and save harmless, the State of Utah and all institutions, agencies, departments, authorities and instrumentalities of the State of Utah and any member of their governing bodies or of their boards or commissions or any of their elected or appointed officers or any of their employees or authorized volunteers, or the private landowners who have consented to reclamation construction and/or have consented to allow ingress or egress to a reclamation site, as described in the general conditions of the project specifications which are included herein by reference, from any and all claims, damages of every kind and nature made, rendered or incurred by or in behalf of any person or corporation whatsoever, including the parties hereto and their employees that may arise, occur or grow out of any acts, actions, work or other activity done by the CONTRACTOR in the performance and execution of this CONTRACT.

ARTICLE 11. SUBCONTRACTOR: No part of this CONTRACT may be sublet by the CONTRACTOR without the prior written approval of the OWNER. The CONTRACTOR and the OWNER for themselves, their heirs, successors, executors, and administrators, hereby agree to the full performance of the covenants herein contained.

ARTICLE 12. LIQUIDATED DAMAGES: In the event the CONTRACTOR fails to complete the WORK within the time agreed upon in CONTRACTOR's schedule as set forth in Article 1, or within such additional time as may have been allowed by the OWNER, there will be deducted from any moneys due or that may become due the CONTRACTOR the sum of \$781.00 per day for each and every calendar day beyond the agreed or extended completion day that the WORK remains uncompleted. Such sum is fixed and agreed upon by the OWNER and the CONTRACTOR as liquidated damages due the OWNER by reason of the inconvenience and added costs of administration, engineering and supervision resulting from the CONTRACTOR's default, and not as a penalty.

Permitting the CONTRACTOR to continue and finish the WORK or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, in no way operates as a waiver on the part of the OWNER of any of OWNER'S rights under the CONTRACT.

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

ARTICLE 14. NONAPPROPRIATION OF FUNDS: Financial obligations of the OWNER payable after the current fiscal year are not contingent upon funds for the purpose being appropriated, budgeted or otherwise made available. Therefore, this section is not applicable

ARTICLE 15. CERTIFICATIONS:

PART A: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions. 1) The CONTRACTOR certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from

participation in this transaction (contract), by any Federal department or agency. 2) Where the CONTRACTOR is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

PART B: *Certification Regarding Lobbying.* The 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.

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

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

**General Conditions
for
Division of Oil, Gas & Mining Projects**

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DIVISION OF OIL, GAS AND MINING GENERAL CONDITIONS FOR COALPROJECTS

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. The OWNER 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 the OWNER 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 "OWNER," 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 the OWNER or a designated representative of the OWNER.
- I. The term "Procurement Officer" shall be used to refer to the procurement officer for the State of Utah [R33-1-1(5)] or a designated representative thereof.
- J. The applicable laws and regulations of the State of Utah shall govern the execution of the WORK embodied in the contract documents.

2. 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 the OWNER to purchase certain specified services and other approved purchases for the State.

3. 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.

4. 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.

5. 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 the OWNER.

6. 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 General Conditions 51, 52, and 53.

7. Copies Furnished:

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

8. Detail Drawings and Instructions:

The OWNER 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.

9. Ownership of Drawings:

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

10. 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.

11. 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 the OWNER and the CONTRACT REPRESENTATIVE prior to the opening of bids. Requests for and information pertaining to said approval must be submitted to the OWNER 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 the OWNER and the use of such proposed substitutions shall be strictly at the decision of the OWNER. If substitution is accepted by the OWNER, 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.

12. Samples:

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

13. 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 the OWNER and their representatives.

14. Shop Drawings/As-Built Drawings:

The CONTRACTOR shall submit to the OWNER, 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 the OWNER shall pass upon them with reasonable promptness. The CONTRACTOR shall submit to the OWNER, 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 the OWNER. The OWNER shall distribute the corrected drawings as follows: Two drawings to the OWNER; three drawings back to the general CONTRACTOR; and one drawing to the project inspector (if one is assigned to the job). The OWNER'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 the OWNER's attention to such deviations at the time of submission, and has received the OWNER'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.

15. 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.

16. Superintendence and Supervision:

The CONTRACTOR shall keep on the WORK, during its progress, a competent superintendent and any necessary assistants, all satisfactory to the OWNER. 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 the OWNER any error, inconsistency, or omission which CONTRACTOR may discover, but shall not be held responsible for their existence or discovery.

17. Surveys, Permits and Regulations:

The OWNER shall furnish surveys necessary to establish site boundaries and existing topography. The OWNER 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 the OWNER 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 the OWNER, 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.

18. Protection of Work and Property:

The CONTRACTOR shall continuously maintain adequate protection of all his/her WORK from damage and shall protect the OWNER'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 the OWNER. 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.

19. Inspection of Work:

The OWNER 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 the OWNER requires any work to be specially tested or approved, the CONTRACTOR shall give the OWNER 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 the OWNER, it must, if required by the OWNER, be uncovered for examination at the CONTRACTOR's expense.

20. Access to Records:

The CONTRACTOR agrees to provide the OWNER, 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.

21. 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.

22. 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 OWNER'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.

OWNER may accept equivalent self-insured programs in lieu of insurance upon specific approval of OWNER'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 the OWNER. 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 OWNER's Risk Manager as evidenced by return of registered or certified letter sent to OWNER'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.

23. Property Insurance:

OWNER shall provide "all risk" property insurance to protect OWNER, as well as all CONTRACTORS, Subcontractors and sub-subcontractors with respect to WORK performed hereunder at OWNER's own cost and expense, according to the policy forms currently in force with insurance carriers selected by OWNER's Risk Manager. OWNER'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 the OWNER's Risk Manager, and made payable to the OWNER'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 OWNER hereby waive all rights against each other for damages caused by perils insured against under the property insurance provided by OWNER, except such rights as CONTRACTOR may have to the proceeds of such insurance held by the OWNER's Risk Manager as trustee.

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

24. 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 OWNER 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.

The OWNER 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 OWNER. The form copy of all releases obtained shall be furnished by OWNER. If CONTRACTOR is unable to make settlement of any such claims within fifteen (15) days after the final completion date, the OWNER 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 OWNER 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.

25. Changes:

1. Change Order. The Procurement Officer, at any time, and without notice to the sureties, in a signed writing designated or indicated to be a change order, may order:
 - (a) Changes in the WORK within the scope of the CONTRACT; and
 - (b) Changes in the time for performance of the CONTRACT that do not alter the scope of the CONTRACT
2. Adjustment of Price or Time for Performance. If any such 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 or not changed by the order, an 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.

Failure of the parties to agree to an adjustment shall not excuse a CONTRACTOR from proceeding with the contract as changed, provided that the State promptly and duly makes such provisional adjustments in payments or time for performance as may be reasonable.
3. Written Certification. The CONTRACTOR shall not perform any change order which increases the CONTRACT amount unless it bears, or the CONTRACTOR has separately received, a written certification, signed by the fiscal officer of the entity responsible for funding the project or CONTRACT or other official responsible for monitoring and reporting upon the status of the costs of the total project or contract budget that funds are available therefor; and, if acting in good faith, the CONTRACTOR may rely upon the validity of such certification.
4. Time Period for Claim. Within 30 days after receipt of a written change order under Paragraph (1) (Change Order) of this clause, unless such period is extended by the Procurement Officer in writing, the CONTRACTOR shall file notice of intent to assert a claim for an adjustment.

5. Claim Barred after Final Payment. No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.
6. Claims Not Barred. In the absence of such a change order, nothing in this clause shall restrict the CONTRACTOR's right to pursue a claim arising under the CONTRACT, if pursued in accordance with the clause entitled 'Claims Based on a Procurement Officer's Actions or Omissions Clause' (General Condition 33) or for breach of contract.

[Reference: Utah Admin Code R33-5-420]

26. Variations in Estimated Quantities:

1. Variations Requiring Adjustments. Where the quantity of a pay item in this CONTRACT is an estimated quantity and where the actual quantity of such pay item varies 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 the variation above 15% or below 85% of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Procurement Officer shall, upon receipt of a timely written request for an extension of time, prior to the date of final settlement of the CONTRACT, ascertain the facts and make such adjustment for extending the completion date as in the judgment of the Procurement Officer the findings justify.
2. Adjustments of Price. Any adjustment in CONTRACT price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause (General Condition 28) of this CONTRACT.

[Reference: Utah Admin Code R33-5-430]

27. Differing Site Conditions: Price Adjustments:

1. Notice. The CONTRACTOR shall promptly, and before such conditions are disturbed, notify the Procurement Officer of:
 - (a) Subsurface or latent physical conditions at the site differing materially from those indicated in this CONTRACT; or
 - (b) 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.
2. Adjustments of Price or Time for Performance. After receipt of such notice, the Procurement Officer 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 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 (General Condition 28) of this CONTRACT.
3. Timeliness of Claim. No claim of the CONTRACTOR under this clause shall be allowed unless the CONTRACTOR has given the notice required in this clause; provided, however, that the time prescribed therefor may be extended by the Procurement Officer in writing.
4. No Claim After Final Payment. No claim by the CONTRACTOR for an adjustment thereunder shall be allowed if asserted after final payment under this CONTRACT.
5. 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.

[Reference: Utah Admin Code R33-5-450]

28. Price Adjustment:

1. Price Adjustment Methods. Any adjustment in CONTRACT price pursuant to any clause in this CONTRACT shall be made in one or more of the following ways:
 - (a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
 - (b) by unit prices specified in the CONTRACT or subsequently agreed upon;
 - (c) by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the CONTRACT or subsequently agreed upon;
 - (d) in such other manner as the parties may mutually agree; or
 - (e) in the absence of agreement between the parties, by a unilateral determination by the Procurement Officer of costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as computed by the Procurement Officer in accordance with generally accepted accounting principles and applicable

sections of the rules promulgated under Section 63G-6-415 (Cost Principles) and subject to the provisions of Part H (Legal and Contractual Remedies) of the Utah Procurement Code.

2. Submission of Cost or Pricing Data. The CONTRACTOR shall submit cost or pricing data for any price adjustments subject to the provisions of Section 63G-6-415 (Cost Principles) of the Utah Procurement Code.

[Reference: Utah Admin Code R33-5-460]

29. Suspension of WORK:

1. Suspension for Convenience. The Procurement Officer may order the CONTRACTOR in writing to suspend, delay or interrupt all or any part of the WORK for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the State.
2. Adjustment of Cost. If the performance of all or any part of the WORK is, for an unreasonable period of time, suspended, delayed, or interrupted by an act of the Procurement Officer in the administration of this CONTRACT, or by the failure of the Procurement Officer to act within the time specified in this CONTRACT (or if no time is specified, within reasonable time), an adjustment shall be made for any increase in the cost of performance of this CONTRACT necessarily caused by such unreasonable suspension, delay, or interruption and the CONTRACT modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent:
 - (a) that performance would have been so suspended, delayed or interrupted by any other cause, including the fault or negligence of the CONTRACTOR; or
 - (b) for which an adjustment is provided for or excluded under any other provision of this CONTRACT.
3. Time Restriction on Claim. No claim under this clause shall be allowed:
 - (a) for any costs incurred more than 20 days before the contractor shall have notified the Procurement Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and
 - (b) unless the claim is asserted in writing as soon as practicable after the termination of such suspension, delay, or interruption, but not later than the date of final payment under the CONTRACT.
4. Adjustments of Price. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause (General Condition 28) of this CONTRACT.

[Reference: Utah Admin Code R33-5-440]

30. Termination for Default for Nonperformance or Delay Damages for Delay-Time Extensions:

1. Default. If the CONTRACTOR refuses or fails to prosecute the WORK, or any separable part thereof, with such diligence as will assure its completion within the time specified in this CONTRACT, or any extension thereof, fails to complete said WORK within such time, or commits any other substantial breach of this CONTRACT, and further fails within fourteen (14) days after receipt of written notice from the Procurement Officer to commence and continue correction of such refusal or failure with diligence and promptness, the Procurement Officer may, by written notice to the CONTRACTOR, declare the CONTRACTOR in breach and terminate the CONTRACTOR's right to proceed with the WORK or such part of the WORK as to which there has been delay. In such event, the State 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, appliances, and plant as may be on the site of the WORK and necessary therefor. Whether or not the CONTRACTOR's right to proceed with the WORK is terminated, the CONTRACTOR and the CONTRACTOR's sureties shall be liable for any damage to the State resulting from the CONTRACTOR's refusal or failure to complete the WORK within the specified time.
2. Liquidated Damages Upon Termination. If fixed and agreed liquidated damages are provided in the CONTRACT, and if the State so terminates the CONTRACTOR's right to proceed, the resulting damage will consist of such liquidated damages for such reasonable time as may be required for final completion of the WORK.
3. Liquidated Damages in Absence of Termination. If fixed and agreed liquidated damages are provided in the CONTRACT, and if the State does not terminate the CONTRACTOR's right to proceed, the resulting damage will consist of such liquidated damages until the WORK is completed or accepted.
4. Time Extension. The CONTRACTOR's right to proceed shall not be so terminated nor the CONTRACTOR charged with resulting damage if:
 - (a) the delay in the completion of the work arises from causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in either a sovereign or contractual capacity; acts of another contractor in the performance of a contract with the State; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; unusually severe weather; delays of subcontractors due to causes similar to those set forth above; or shortage of materials; provided, however, that no extension of time will be granted for a delay caused by a shortage of materials, unless the CONTRACTOR furnishes to the

Procurement Officer proof that the CONTRACTOR has diligently made every effort to obtain such materials from all known sources within reasonable reach of the work, and further proof that the inability to obtain such materials when originally planned did in fact cause a delay in final completion of the entire WORK which could not be compensated for by revising the sequence of the CONTRACTOR 's operations; and

- (b) the CONTRACTOR, within ten days from the beginning of any such delay (unless the Procurement Officer grants a further period of time before the date of final payment under the CONTRACT), notifies the Procurement Officer in writing of the causes of delay. The Procurement Officer shall ascertain the facts and the extent of the delay and extend the time for completing the WORK when, in the judgment of the Procurement Officer, the findings of fact justify such an extension.
5. Erroneous Termination for Default. If, after notice of termination of the CONTRACTOR 's right to proceed 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 delay 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 the State, be the same as if the notice of termination had been issued pursuant to such clause. If, in the foregoing circumstances, this CONTRACT does not contain a clause providing for termination for convenience of the State, the CONTRACT shall be adjusted to compensate for such termination and the contract modified accordingly.
6. Additional Rights and Remedies. The rights and remedies of the State provided in this clause are in addition to any other rights and remedies provided by law or under this CONTRACT.

[Reference: Utah Admin Code R33-5-480]

31. Termination for Convenience:

1. Termination. The Procurement Officer may, when the interests of this State so require, terminate this CONTRACT in whole or in part, for the convenience of the State. The Procurement Officer shall give written notice of the termination to the CONTRACTOR specifying the part of the CONTRACT terminated and when termination becomes effective.
2. CONTRACTOR's Obligations. The CONTRACTOR shall incur no further obligations in connection with the terminated WORK and on the date set in the notice of termination, the CONTRACTOR will stop work to the extent specified. The CONTRACTOR shall also terminate outstanding orders and subcontracts as they relate to the terminated WORK. The CONTRACTOR shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated WORK. The Procurement Officer may direct the CONTRACTOR to assign the CONTRACTOR's right, title, and interest under terminated orders or subcontracts to the State. The CONTRACTOR shall still complete the WORK not terminated by the notice of termination and may incur obligations as necessary to do so.
3. Right to Construction and Supplies. The Procurement Officer may require the CONTRACTOR to transfer title and deliver to the State in the manner and to the extent directed by the Procurement Officer:
 - (a) any completed construction; and
 - (b) such partially completed construction, supplies, materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "construction material") as the CONTRACTOR has specifically produced or specially acquired for the performance of the terminated part of this CONTRACT.

The CONTRACTOR shall protect and preserve property in the possession of the CONTRACTOR in which the State has an interest. If the Procurement Officer does not exercise this right, the CONTRACTOR shall use best efforts to sell such construction, supplies, and construction materials in accordance with the standards of Uniform Commercial Code Section 2-706. This in no way implies that the State has breached the CONTRACT by exercise of the Termination for Convenience Clause.

4. Compensation.
 - (a) The CONTRACTOR shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data, submitted to the extent required by Section 63G-6-415 (Cost or Pricing Data) of the Utah Procurement Code, bearing on such claim. If the CONTRACTOR fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the CONTRACTOR, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.
 - (b) The Procurement Officer and the CONTRACTOR may agree to a settlement provided the CONTRACTOR has filed a termination claim supported by cost or pricing data submitted as required by Section 63G-6-601 (Cost or Pricing Data) of the Utah Procurement Code and that the settlement does not exceed the total CONTRACT price plus settlement costs reduced by payments previously made by the State, the proceeds of any sales of construction, supplies, and construction materials under Paragraph (3) of this clause, and the CONTRACT price of the work not terminated.
 - (c) Absent complete agreement under Subparagraph (b) of this paragraph, the Procurement Officer shall pay the CONTRACTOR the following amounts, provided payments under Subparagraph (b) shall not duplicate payments under this paragraph:

- (i) with respect to all CONTRACT WORK performed prior to the effective date of the notice of termination, the total (without duplication of any items) of:

- (A) the cost of such WORK plus a fair and reasonable profit on such portion of the WORK (such profit shall not include anticipatory profit or consequential damages) less amounts paid or to be paid for completed portions of such WORK; provided, however, that if it appears that the CONTRACTOR would have sustained a loss if the entire CONTRACT would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;

- (B) costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to paragraph (2) of this clause. These costs shall not include costs paid in accordance with subparagraph (c)(i)(A) of this paragraph;

- (C) the reasonable settlement costs of the CONTRACTOR including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the CONTRACT and for the termination and settlement of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this CONTRACT.

The total sum to be paid the CONTRACTOR under this paragraph shall not exceed the total CONTRACT price plus the reasonable settlement costs of the CONTRACTOR reduced by the amount of any sales of construction, supplies, and construction materials under paragraph (3) of this clause, and the CONTRACT price of work not terminated.

- (d) Cost claimed, agreed to, or established under subparagraphs (b) and (c) of this paragraph shall be in accordance with Section R33-3-8.

[Reference: Utah Admin Code R33-5-495]

32. 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, the OWNER 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, the OWNER 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 the OWNER for any excess cost occasioned the OWNER thereby and in such event, the OWNER may, without liability for so doing, take possession of and utilize in completing the WORK, such materials, appliances, paint, and any other property belonging to the CONTRACTOR as may be on the site of the work and necessary therefor.

33. Claims Based on a Procurement Officer's Actions or Omissions:

1. Notice of Claim. If any action or omission on the part of a Procurement Officer or designee of such officer, 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 with performance of the CONTRACT in compliance with the directions or orders of such officials, 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:

- (a) The CONTRACTOR shall have given written notice to the Procurement Officer or designee of such officer:

- (i) prior to the commencement of the WORK involved, if at that time the CONTRACTOR knows of the occurrence of such action or omission;
 - (ii) 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
 - (iii) within such further time as may be allowed by the Procurement Officer 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. The Procurement Officer or designee of such officer, 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 the Procurement Officer or designee of such officer;

- (b) The notice required by Subparagraph (a) 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

- (c) The CONTRACTOR maintains and, upon request, makes available to the Procurement Officer 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.
2. Limitation of Clause. Nothing herein contained, however, shall excuse the CONTRACTOR from compliance with any rules of law precluding any State officers and any contractors from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the CONTRACT.
3. Adjustments of Price. Any adjustment in the CONTRACT price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause (General Condition 28) of this CONTRACT.

[Reference: Utah Admin Code R33-5-470]

34. Liquidated Damages:

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

35. Remedies:

Any dispute arising under or out of this CONTRACT is subject to the provisions of Part H (Legal and Contractual Remedies) of the Utah Procurement Code.

[Reference: Utah Admin Code R33-5-497]

36. 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 the OWNER, or of any employee of either, or by any separate CONTRACTOR employed by the OWNER, 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 the OWNER shall decide justifies the delay, then the time of completion shall be extended for such reasonable time as the OWNER may decide. No action shall lie against the OWNER for damages or other claims due to losses attributable to hindrances or delays from any cause whatsoever, including acts and omissions of the OWNER 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 the OWNER for such loss.

Any request for extension of time shall be made to the OWNER 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.

37. Balancing and Testing:

It is the intent of this specification that the site, when presented to the OWNER 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 the OWNER, 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 the OWNER, or his/her appropriate engineers and consultants, as necessary to adequately determine the acceptability of the installation.

38. Substantial Completion:

The OWNER 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 the OWNER, 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 the OWNER when construction is sufficiently complete in accordance with the CONTRACT documents so the OWNER 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 the OWNER, is substantially complete, the OWNER 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 the OWNER, 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 the OWNER 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 the OWNER 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 the OWNER to do so unless the OWNER has previously given the CONTRACTOR a written acceptance of such condition. The OWNER shall give such notice promptly after discovery of the condition.

39. Application for Payments:

The CONTRACTOR shall submit an application monthly for progress payments to the OWNER 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 the OWNER, 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 the OWNER and the CONTRACTOR may agree upon, and supported by such evidence as to its correctness as the OWNER may direct. This schedule, when approved by the OWNER, 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 the OWNER 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 the OWNER 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 the OWNER 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 OWNER for forms and more information.

40. OWNER's Right to Withhold Certain Amounts and Make Application Thereof:

The OWNER 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. The OWNER may apply such withheld amounts on the payment of such claims in its discretion. In so doing, the OWNER shall be deemed the agent of the CONTRACTOR and payments so made by the OWNER shall be considered as a payment made under the CONTRACT by the OWNER to the CONTRACTOR and the OWNER 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 the OWNER 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. The OWNER will give notice of observed defects with reasonable promptness.

41. Deductions for Uncorrected Work:

If the OWNER 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.

42. Correction of WORK Before Final Payment:

The CONTRACTOR shall promptly remove from the premises all WORK condemned by the OWNER 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, the OWNER may have the materials removed and stored at the expense of the CONTRACTOR.

43. 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 the OWNER 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. The OWNER will give notice of observed defects with reasonable

promptness.

44. Liens:

Neither the final payment nor any part of the retained percentage shall become due until the CONTRACTOR, if required, shall deliver to the OWNER 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 the OWNER to indemnify him/her against any lien. If any lien remain unsatisfied after all payments are made, the CONTRACTOR shall refund to the OWNER all moneys that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

45. Assignment:

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

46. Separate Contracts:

The OWNER 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 the OWNER 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 the OWNER any discrepancy between the executed WORK and the drawings.

47. 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 the OWNER on account of any damage alleged to have been so sustained, the OWNER shall notify the CONTRACTOR, who shall defend such proceedings at his/her own expense, and if any judgment against the OWNER arises therefrom, the CONTRACTOR shall pay or satisfy it in its entirety.

48. Subcontractors:

The two apparent low bidders shall furnish to the OWNER, 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 the OWNER 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. The OWNER 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 the OWNER 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 the OWNER.

49. 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 the OWNER to pay or to see to the payment of any sums to any Subcontractor.

50. Subcontractor's 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 the OWNER, and the CONTRACTOR shall be responsible to provide a suitable and properly qualified Subcontractor as approved by the OWNER without a change in the contract price.

51. CONTRACT REPRESENTATIVE Status:

The OWNER shall appoint a CONTRACT REPRESENTATIVE who shall have general supervision of the work and he/she is the agent of the OWNER to the extent provided in the CONTRACT documents and when in special instances he/she is authorized by the OWNER 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 the OWNER nor with the CONTRACTOR, but shall use his/her powers under the CONTRACT to enforce its faithful performance by both.

52. CONTRACT REPRESENTATIVE's Decisions:

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

53. State's Inspection:

The OWNER, 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.

54. Monthly Progress Meetings:

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

55. 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.

56. 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.

57. 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 the OWNER.

58. 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 the OWNER harmless from loss on account thereof.

59. 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.

60. 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 the OWNER on account thereof.

61. 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.

62. 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.

63. 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.

64. 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, the OWNER may remove the rubbish and charge the cost to the several CONTRACTORS as the CONTRACT REPRESENTATIVE may determine to be just.

65. Testing of Materials:

In case the CONTRACT REPRESENTATIVE directs 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 the OWNER.

66. Temporary Enclosing, Drying Out, Etc.:

If applicable when openings are made in exterior walls, the CONTRACTOR shall, if required by the OWNER 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.

67. 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.

68. Temporary Appurtenances and Conveniences:

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

69. 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.

70. 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.

71. Refuse:

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

72. 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 OWNER.

73. 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 the OWNER. All excavations shall be free from water before any concreting or other WORK is done in them.

74. 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.

75. 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 the OWNER, 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."

76. 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.

77. 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 OWNER.

78. Use of Explosives

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

79. 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 the OWNER, 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 the OWNER 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 the OWNER. If the plans and specifications call for items or workmanship which exceed the codes, the plans and specifications hold precedence over any code requirements.

80. 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.

81. Other Prohibited Interests:

No official of the OWNER who is authorized in such capacity and on behalf of the OWNER 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 the OWNER who is authorized in such capacity and on behalf of the OWNER 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.

82. 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.

83. 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 the OWNER declaring the contract void.

84. 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.

85. 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.

86. 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, the OWNER 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.

87. 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.

88. Overtime Compensation

- 1. 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.
- 2. 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).

89. 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.

DOGM General Conditions
[Last Revised: October 27, 2010.]

CHAPTER 4 FORMS

Certificate of Substantial Completion
Certificate of Final Acceptance
Daily Construction Progress Report
As-Built Drawing Form
Contractor Performance Rating

Certificate of Substantial Completion

UTAH DIVISION OF OIL, GAS AND MINING

PROJECT: Horizon Mine Final Reclamation Project (C/007/0020)

CONTRACT/PO NO.: _____

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 the OWNER 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 the OWNER, 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 _____
OWNER 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

The OWNER 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 _____
OWNER CONTRACT REPRESENTATIVE DATE

COAL PROGRAM MANAGER 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: Horizon Mine Final Reclamation Project (C/007/0020)

PO NO.: _____

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 the OWNER 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 the OWNER as having been completed or corrected.

Division of Oil, Gas & Mining
OWNER _____

INSPECTOR DATE

CONTRACT REPRESENTATIVE DATE

CONTRACTOR

AUTHORIZED REPRESENTATIVE DATE

The OWNER accepts the project as complete and will assume full possession of the project or specified area of the project at _____ P.M. (time) on _____ (date).

Division of Oil, Gas & Mining
OWNER _____

COAL PROGRAM MANAGER DATE

Daily Construction Progress Report

Horizon Mine Final Reclamation Project (C/007/0020)

DAILY CONSTRUCTION PROGRESS REPORT -- CONTRACTOR --

Project: Horizon Mine Final Reclamation 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 ovrkst rain snow

Ground: dry wet muddy snow ____" frozen

Project is approximately on schedule
_____ days behind schedule
_____ days ahead of schedule

Contract expires:

____/____/____

Project Mgr: _____ ____/____/____

Page 1 of .

As-Built Drawing Form

As-Built Drawing Form	Show cross-section, plan view, and front view of restored ephemeral channel. Indicate scale and North arrow.	Horizon Mine Final Reclamation Project C/007/0020
UTAH NATURAL RESOURCES Coal Program	Contractor: Drawn By: Date Completed:	Crossing Location: Sheet of

Contractor Performance Rating

CONTRACTOR PERFORMANCE RATING

Contractor: _____

Project: Horizon Mine Final Reclamation Project (C/007/0020)

Contract/PO#: _____ - _____

Start Date: ___/___/___ 2018

End Date: ___/___/2018 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 _____

Chapter 5: SCOPE OF WORK

SCOPE OF WORK

SECTIONS

- 5.0 LOCATION AND SCOPE
- 5.1 SEAL AND RECLAIM PORTALS
- 5.2 CLEAR SURFACE OF COAL WASTE, DEMOLISH CONCRETE & ASPHALT, BURY ON SITE
- 5.3 EXCAVATE CHANNELS, BACKFILL AND REGRADE HILLSLOPES
- 5.4 TOPSOIL RECLAIMED HILLSLOPES
- 5.5 CONSTRUCT JEWKES AND PORTAL CANYON HARDENED CHANNELS
- 5.6 ROUGHEN RECLAIMED AREA WITH POCKS AND APPLY STRAW MULCH
- 5.7 APPLY SEED TO RECLAIMED AREA

FIGURES

- Figure 1 Horizon Mine site
- Figure 2 Mine Portals
- Figure 3 Excavation Area to Seal Return Portal
- Figure 4 Belt Portal with Temporary Seal
- Figure 5 Fan Portal with Temporary Seal
- Figure 6 Coal Waste on Lower Pad
- Figure 7 Waste Repository and Excess Fill Burial Area
- Figure 8 Excavated Channel Overview
- Figure 9 Channel Excavation of Jewkes and Portal Canyon Channels
- Figure 10 Channel Excavation of Jewkes and Portal Canyon Channels
- Figure 11 Natural Channel Location at Head of Portal Canyon
- Figure 12 340 BCY of Lower Topsoil Pile Redistributed within Lower Terrace
- Figure 13 Riprapped Channel and Natural Channel Locations
- Figure 14 Straw Mulched and Pocked Surface
- Figure 15 Straw Mulched and Pocked Surface
- Figure 16 Pocked Surface
- Figure 17 Pocked Surface

APPENDICES

- Appendix A Storm Water Pollution Prevention Plan (SWPPP)
- Appendix B Stream Alteration Permit

SECTION 5.0
LOCATION AND SCOPE

5.0 LOCATION AND SCOPE



Figure 1. Site location on Consumers Road. Upper and lower pads with portals seen at the head of the upper pad. Sediment pond off to the right of the photo.

The Horizon mine ceased coal mining operations in mid-2012 and has been idle since. Since its closure, the surface facilities including the belt line, stacker, ventilation fans, and offices have been demolished/scrapped and hauled away. The site shall be reclaimed to the pre-mine approximate original contour in 2018. The mine site is located along Beaver Rd., roughly 12 miles from the HWY 6 turnoff onto Consumers Rd south of Helper, Utah; or in the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 17, T 13 S, R 8 E.

The reclamation plan for the Horizon Mine was developed in the late 90's. These plans shall be used with slight modifications to reclaim the site to the pre-mining condition.

Project Scope

1. Demolish and seal portals
 - a. Backfill and seal the portals with concrete material
 - b. Demolish concrete footings and backfill in portals
2. Clear coal waste from the surface and demolish concrete and asphalt
 - a. Place the material in designated on-site waste locations and bury with 4' of cover
3. Excavate channels
 - a. Excavate trapezoidal channel with 8 foot bottom width and 2H:1V channel slopes
 - b. Excavate slopes above channel at 2H:1V in Portal Canyon and 3H :1V along Jewkes channel
 - c. Backfill excess excavated fill against cut slopes in compacted lifts
 - d. Install Engineered Log Jams
 - e. Place and compact gravel filter-bed
 - f. Place $D_{50} = 6"$ riprap to hardened channel-bed
4. Place topsoil recovered from stockpiled topsoil piles
5. Remove sediment pond and re-establish lower terrace
6. Deep gouge or pock reclaimed hillslopes and apply straw mulch across reclaimed surface at an application rate of one ton/acre
7. Seed reclaimed surface

Section 5.0 Location and Scope

Reclamation work is estimated to take three to four months during the time the site is accessible from mid-May through October of 2018.

The Contractor is responsible for calling Blue Stakes prior to beginning the work (811).

The Contractor is responsible for obtaining a highway ROW Encroachment Permit from UDOT Region 4 (www.udot.utah.gov).

Storm Water Pollution Prevention Plan

Prior to the commencement of construction activities the Contractor shall file a Notice of Intent (NOI) to obtain a General Construction Permit from the Division of Water Quality. The contractor shall finish filling out the Surface Water Pollution Protection Plan provided in Appendix A where indicated to do so. The Storm Water Pollution Protection Plan shall be implemented during all active construction phases.

A stream alteration permit application has been filed for this project and is included in Appendix B.

SECTION 5.1

SEAL AND RECLAIM PORTALS

5.1 SEAL AND RECLAIM PORTALS

The Horizon mine has three adjacent return, belt, and Fan Portals (Figure 2). Each portal shall be demolished, sealed, and backfilled. Directly inside the portal collar, the entries slope steeply down for a few hundred feet before leveling out at the coal seam, as shown in Figure 3-6 at the end of this section. Reclamation requirements are detailed for each portal entry. Plan view maps, portal seal cross-sections, concrete portal specs, and volumes are included in this section.

PORTAL FILL

The portal entries shall be sealed with 25 feet of incombustible material to comply with MSHA regulations. Excavated channel fill may be used to backfill portals. Coal waste may not be used to backfill portals.

PORTAL SEALS

Each portal poses its own set of unique challenges in order to be sealed to MSHA standards. Temporary seals are installed at the face of the return and Fan Portals and ~50 feet in by the Belt Portal face. The temporary seals shall be removed in the Return and Fan Portals in order to install the permanent seal. While a concrete block wall shall be built against the Belt Portal temporary seal to strengthen the permanent seal. The gas levels (oxygen, methane, etc.) shall be monitored during all portal sealing activities to ensure they are in compliance with MSHA standards.

TOPSOIL PILE ROAD ACCESS OVER DEMOLISHED FAN PORTAL

Deteriorating site conditions prevent road access to the topsoil pile above the portals. In order to gain access to the pile, a road shall be established over the collapsed and backfilled Fan Portal.



Figure 2. Horizon mine's three portals. From left to right: Return Portal, Belt Portal, and Fan Portal.

Section 5.1 Seal and Reclaim Portals

Return Portal Seal

The return (or southernmost) portal is in the worst condition of the three portals. The roof of the entry directly inby the concrete portal collar has collapsed (Figure 3). MSHA requires the operator remain inside the cab of equipment while sealing this portal.

The operator shall seal the Return Portal to these specifications:

1. Demolish the concrete portal collar to < 15 cubic foot pieces.
2. Collapse and excavate the entry an additional 20 to 30 feet and face-up against the cut slope of the road crossing over the entry (see Figure 3 below).
3. From the highwall face-up, place and push portal concrete, foundations, and incombustible backfill material into the entry to create the seal. The seal shall fill the entry with material from wall to wall and floor to ceiling. A minimum of 15 feet of backfill material shall roof out or make complete contact with the entry roof inby the highwall faceup. Concrete barriers or portal concrete shall be placed at the base of the inby toe of the backfilled material. The beginning of the 15 foot seal begins where this material roofs out and ends when the backfilled material daylights at the face-up.
4. The 'daylight' section of the seal or the excavated section of the entry shall be backfilled 10 feet out from the highwall face-up. The backfill shall be placed and compacted in lifts. This extra 10 feet of backfill shall extend the length of the portal seal to a minimum of 25 feet.

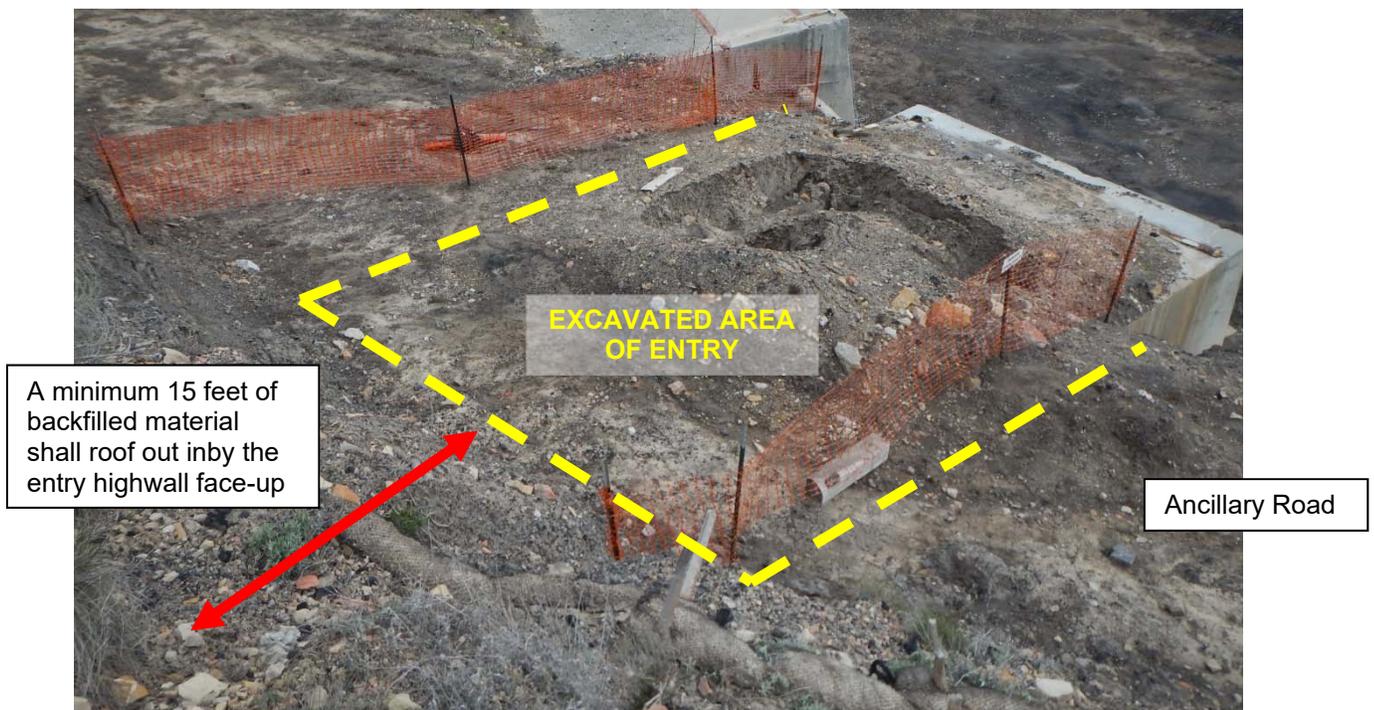


Figure 3. Return Portal in foreground. The extent of the entry excavation is shown enclosed by the yellow dashed lines. Backfill material shall extend 15 feet into the entry in the direction of the red arrow beyond the face-up.

Section 5.1 Seal and Reclaim Portals

Belt Portal Seal

The Belt Portal shall be sealed with a concrete block wall set as close to the temporary seal as possible. Prior to installation of the seal, all loose material shall be removed from the roof, floor, and rib of the mine within the seal area. The concrete block seal shall be two blocks thick and mortared to the ground, walls, and roof.

After the block wall seal is constructed the portal shall be backfilled with incombustible material. The backfill material shall roof out beginning at the top of the block wall and extend out for a minimum of 25 feet. Once the entry is backfilled the portal collar shall be collapsed and buried by at least two feet of backfill.



Figure 4. Temporary seal within the Belt Portal. The permanent block wall seal shall be built as close to this temporary seal as feasible.

Section 5.1 Seal and Reclaim Portals

Fan Portal

Fan Portal reclamation shall consist of breaking down the temporary seal, collapsing the concrete portal collar and backfilling the entry. A concrete block wall seal does not need to be installed in the Fan Portal entry because the portal is already sealed with a concrete plug ~200 feet in by the portal face.

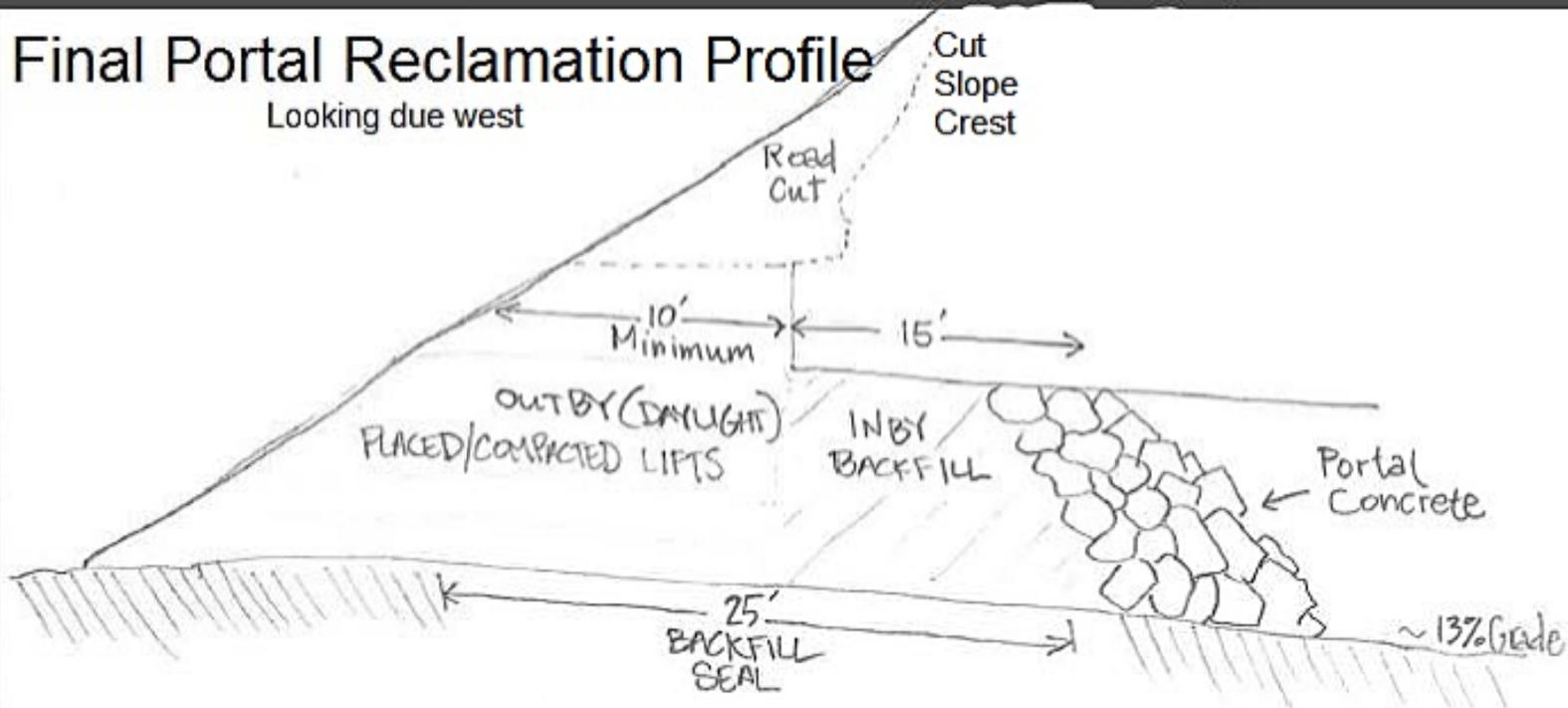
The Fan Portal collar currently sits where the reclaimed stream channel shall be located. Therefore, the portal collar shall be collapsed as far back as possible in order to construct the reclaimed stream channel at the base or toe of the backfilled hillslopes. Also, the temporary topsoil pile access road shall be developed where the Fan Portal is currently located.



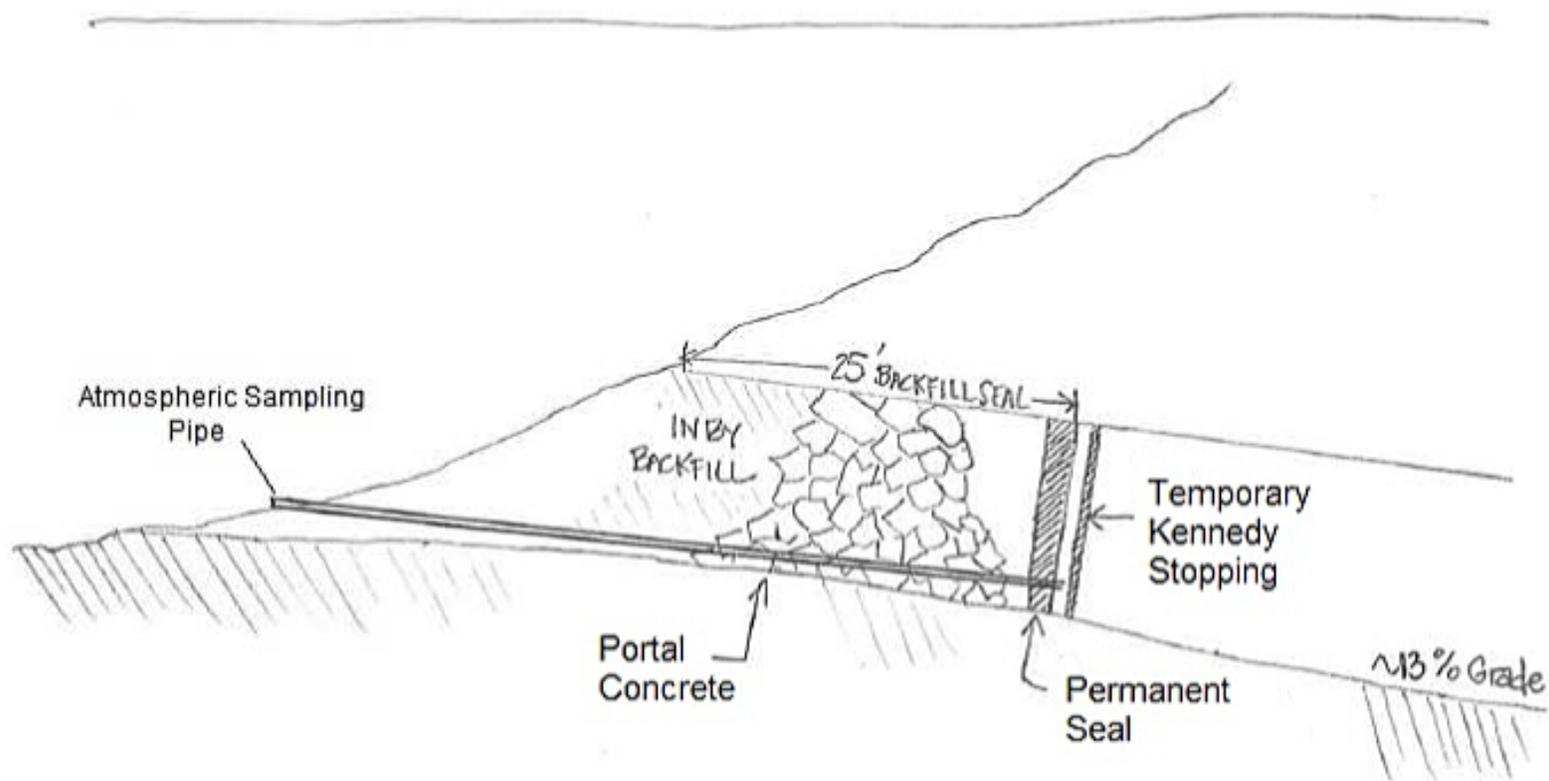
Figure 5. Fan Portal with temporary seal. The concrete portal collar shall be collapsed far enough back to reconstruct and re-establish the channel in its place.

Final Portal Reclamation Profile

Looking due west



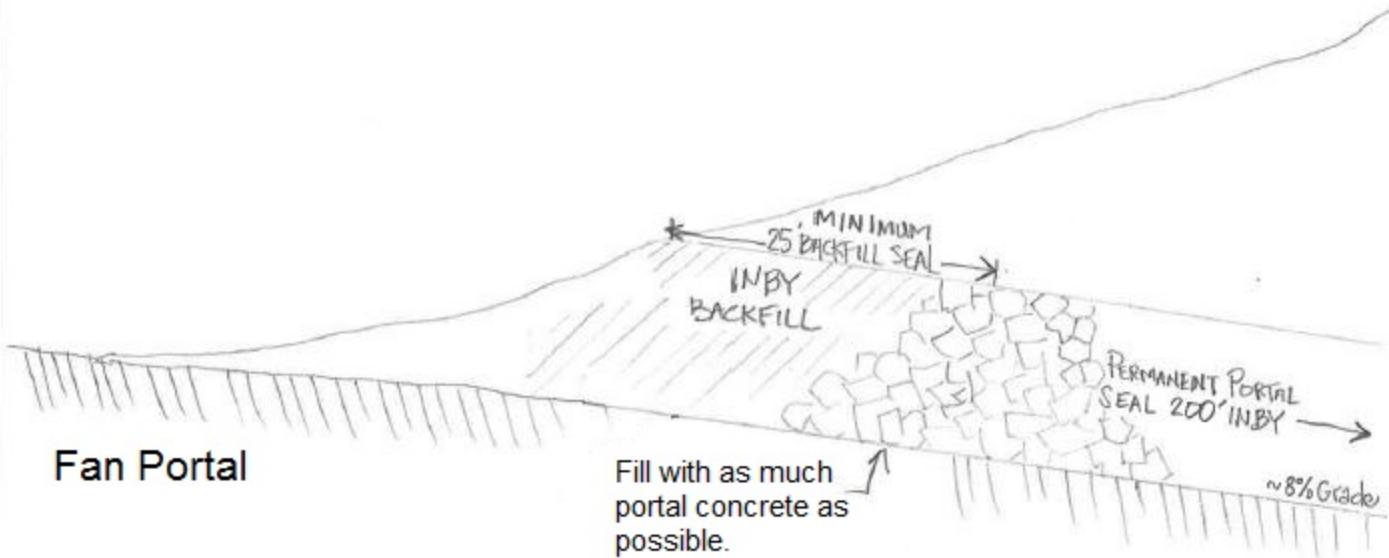
Return Portal



Belt Portal

Final Portal Reclamation Profile

Looking due west



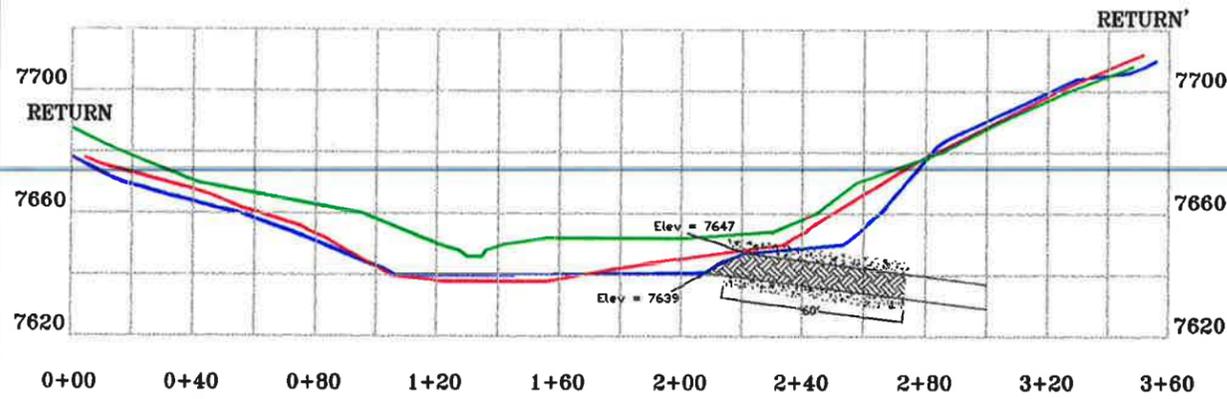
RECEIVED

SEP 3 2003

RECEIVED
FEB 13 2004
BELT PORTAL
DIV. OF OIL, GAS & MINING

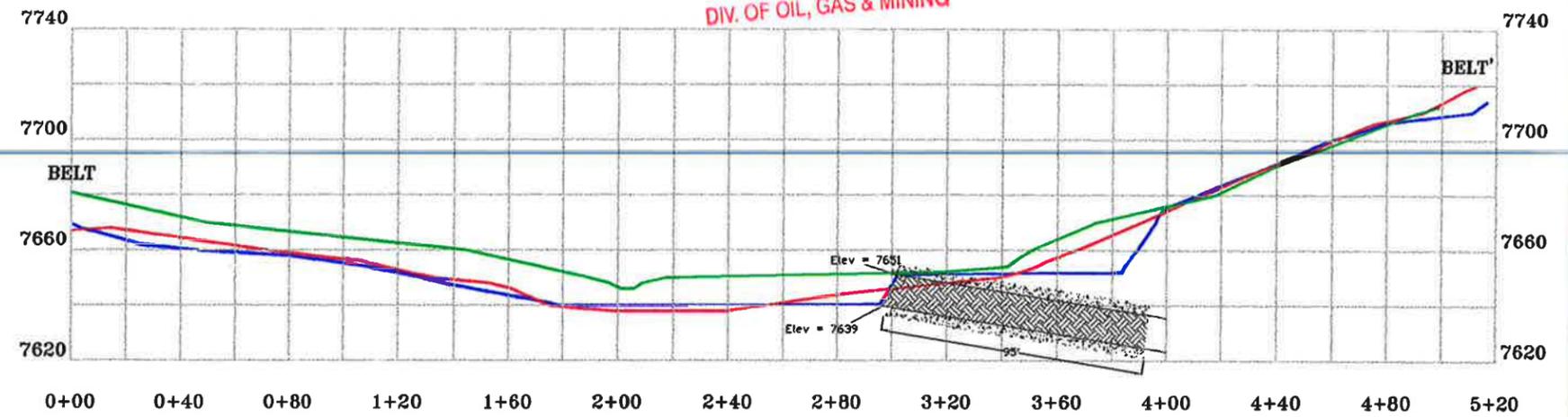
DIV. OF OIL, GAS & MINING

RETURN PORTAL



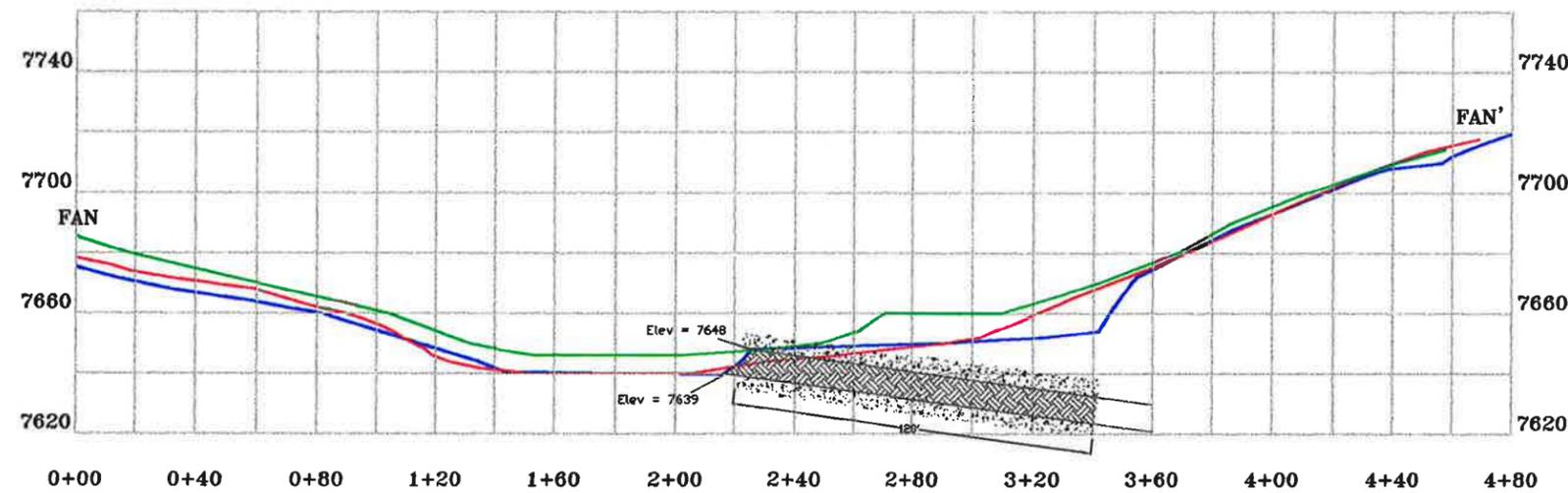
ELEVATION OF COAL SEAM
IN BELT LINE ENTRY = 7602
COAL SEAM IS 45' BELOW PORTAL ELEV.

COAL SEAM IS 358' FROM
THE PORTAL IN BELT LINE



ELEVATION OF COAL SEAM
IN BELT LINE ENTRY = 7593
COAL SEAM IS 58' BELOW PORTAL ELEV.
COAL SEAM IS 363' FROM
THE PORTAL IN BELT LINE

FAN PORTAL



ELEVATION OF COAL SEAM
IN FAN ENTRY = 7591
COAL SEAM IS 57' BELOW PORTAL ELEV.
COAL SEAM IS 374' FROM
THE PORTAL IN FAN ENTRY

INCORPORATED

JUL 01 2005

Div. of Oil, Gas & Mining

INCORPORATED

APR 02 2004

DIV. OF OIL, GAS & MINING

LEGEND:

- ORIGINAL GROUND
- OPERATIONAL GROUND
- RECLAIMED GROUND
- FILL MATERIAL
- CONCRETE IN PORTALS



Hidden Splendor Resources, Inc.

Horizon Mine

P.O. Box 92, Helper Ut. 84526
PH #: 435-472-1313 Fax #: 435-472-1314

Drawn By: JASON BENNETT	Date: April 6, 2001	Scale: 1" = 60'
Approval: DAVE MILLER	Drawing Name: HOR-PORTAL SECTIONS.DWG	

HORIZON PORTAL SEALING

FIGURE 3-6

RETURN PORTAL

20'

8'

18'

10'

Entry sealed with 16" x 8" cinderblocks and expanding foam.

BELT PORTAL

20'

12'

18'

14'

Entry sealed with chain link fencing.

FAN PORTAL

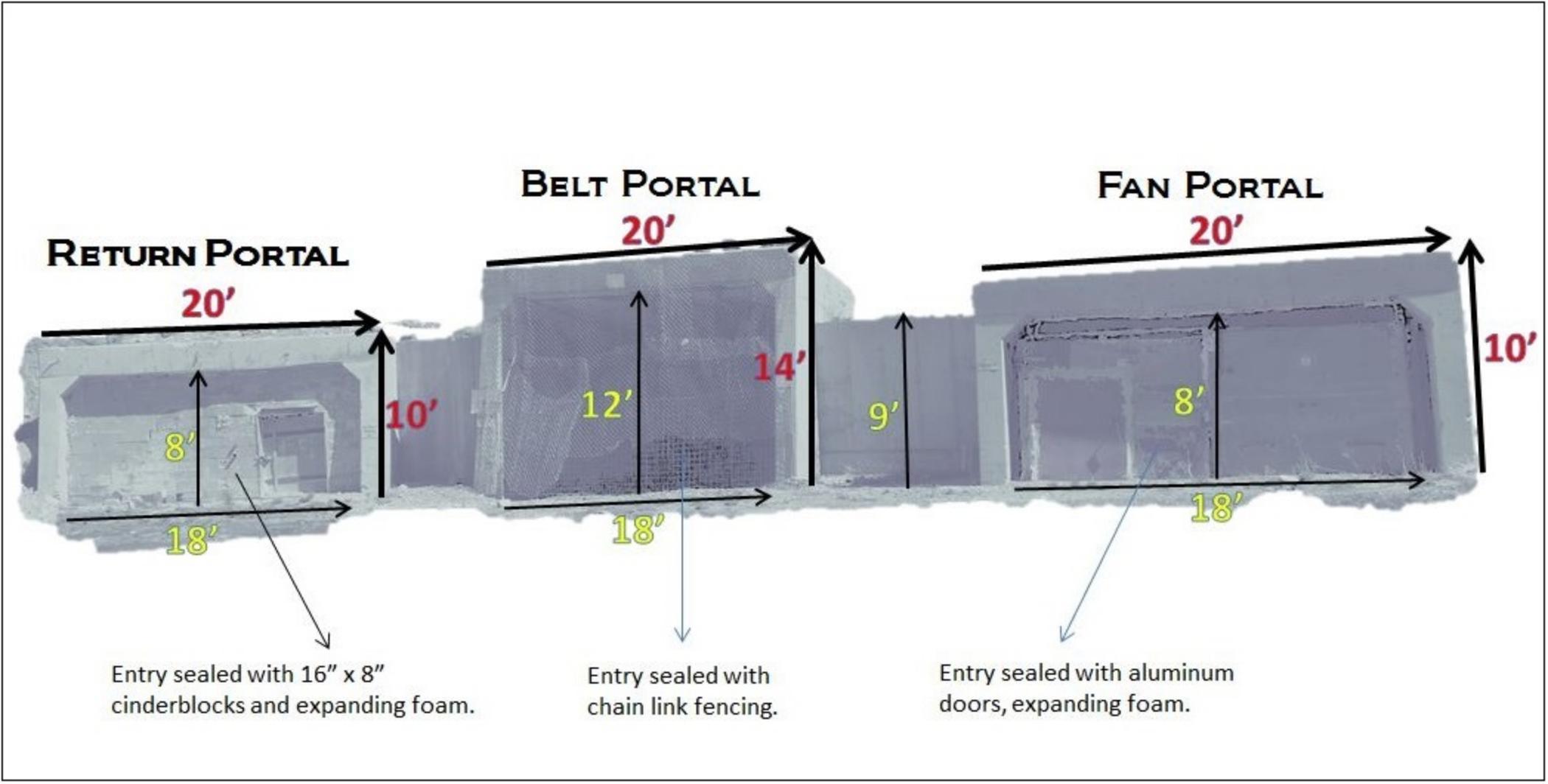
20'

8'

18'

10'

Entry sealed with aluminum doors, expanding foam.



SECTION 5.2

**CLEAR SURFACE OF COAL WASTE, DEMOLISH CONCRETE & ASPHALT,
BURY ONSITE**

Section 5.2 Clear Surface of Coal Waste, Demolish Concrete & Asphalt, Bury on Site

5.2 CLEAR SURFACE OF COAL WASTE, DEMOLISH CONCRETE & ASPHALT, BURY ONSITE

BULLDOZE, EXCAVATE, and GRADE IN LIFTS roughly 6,300 Bank Cubic Yards or BCY

There is roughly 6,300 BCY of asphalt, concrete (i.e. foundations, barriers), and surficial coal waste across the surface of the site. Asphalt and coal waste on the pads, in berms, and in the sediment pond shall be scraped up and buried onsite.

CONCRETE & ASPHALT

Concrete & Asphalt within the zone of channel excavation shall be placed as fill in portal entries or shall be buried in on-site waste repositories. When concrete and asphalt is moved for the purpose of channel excavation it shall be broken into pieces 6 square feet or smaller. Any remaining exposed concrete and asphalt, including: Portal Collars, Foundations, Parking Areas, must be broken into pieces 6 square feet or smaller and buried.

WASTE COAL

Waste coal is mainly in berms and piles and in the sediment pond. All coal waste shall be excavated down to clean fill and placed in lifts in the onsite waste repositories (See Figure 7 below). The waste shall be placed in two foot lifts and compacted to a minimum 85 percent Proctor density (ASTM D698) onsite. The final grade of the waste within the repository shall be covered with four feet of clean backfill. See Figure 7 below for the locations of waste repositories and excess fill area.

SALVAGE GRAVEL FILTER

Beneath the asphalt is likely a foot of granular road base which should be salvaged and stockpiled for use as a granular/riprap filter for the constructing the stream channel, see Section 5.5.



Figure 6. Coal waste shall be scraped up and buried onsite

Section 5.2 Clear Surface of Coal Waste, Demolish Concrete & Asphalt, Bury on Site

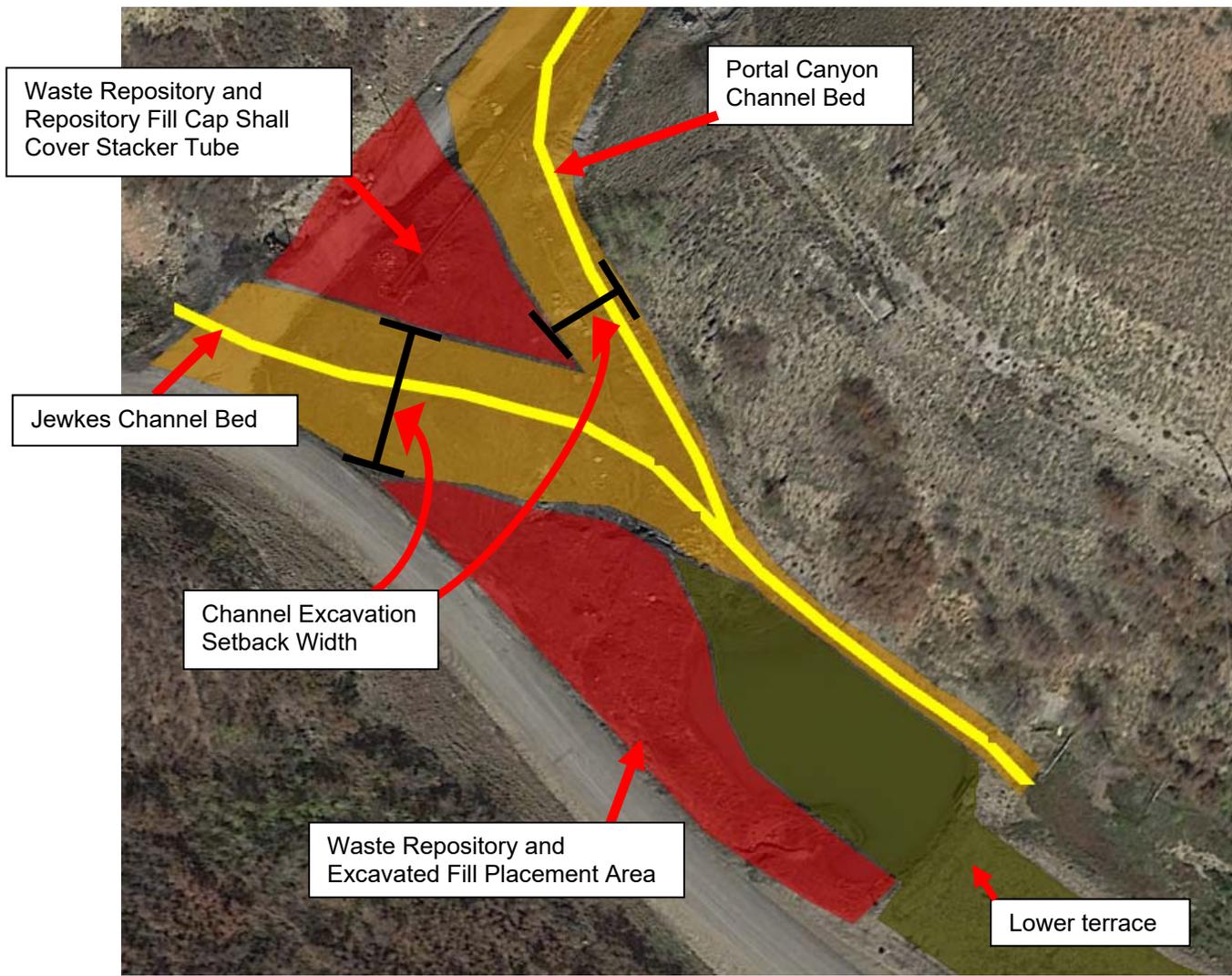


Figure 7. Red polygon shows the location of the waste repository and excess excavated fill area. Waste shall be covered with a minimum of four foot of clean backfill.

SECTION 5.3

**EXCAVATE JEWKES AND PORTAL CANYON CHANNELS, BACKFILL AND
REGRADE HILLSLOPES**

5.3 EXCAVATE JEWKES AND PORTAL CANYON CHANNELS

EXCAVATE 9,630 BCY TO ACHIEVE FINAL CHANNEL GRADE

Jewkes and Portal Canyon channels shall be reestablished in the canyon bottoms. The channels shall be excavated through the upper and lower fill pads to the final channel elevation depth (Figure 8). Plate 3-7, Plate 3-7A, and Figure 7-12 at the end of this Section show the approximate final contours and channel cross-sections for Jewkes and Portal Canyon channels.

CHANNEL EXCAVATION

Reclaimed channel gradients shall fall within the maximum and minimum gradients outlined in the tables below. The reclaimed channels may not have any obvious overly steepened rollovers along the channel length. Head cut failures occur at overly steepened rollovers in reclaimed channels causing the entire reclaimed channel to wash away. Repository fill cap and repository material shall be placed sufficiently high enough up and away from the channel to prevent this material from eroding away during large storm flows within the channel.

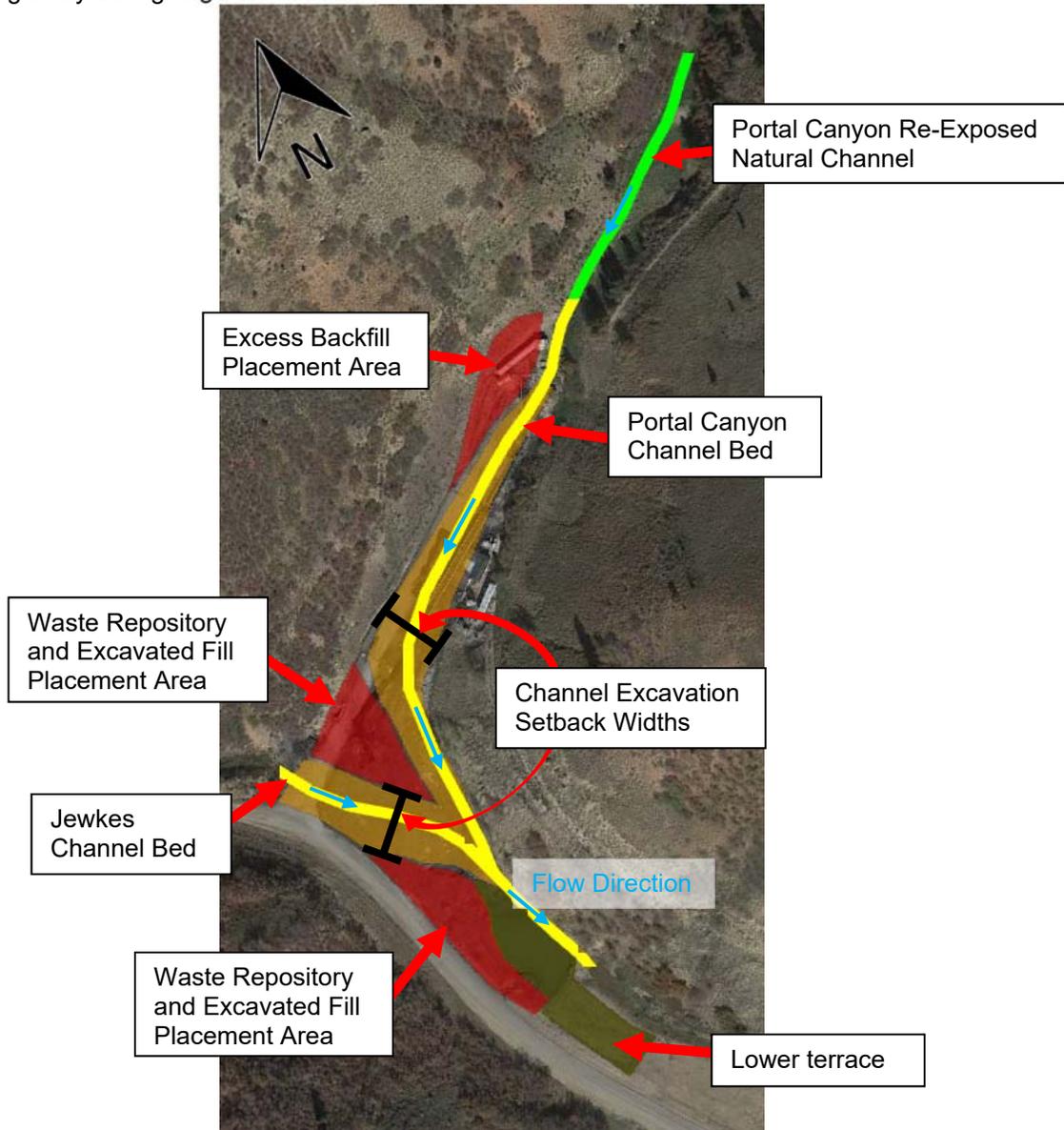


Figure 8. Excavated channel location in Yellow. Natural re-established channel in Green shall be re-exposed under the topsoil pile at the head of Portal Canyon. Excavated fill and coal waste repositories shown in red. Channel excavation setback width in orange.

Section 5.3 Excavate Jewkes and Portal Canyon Channels

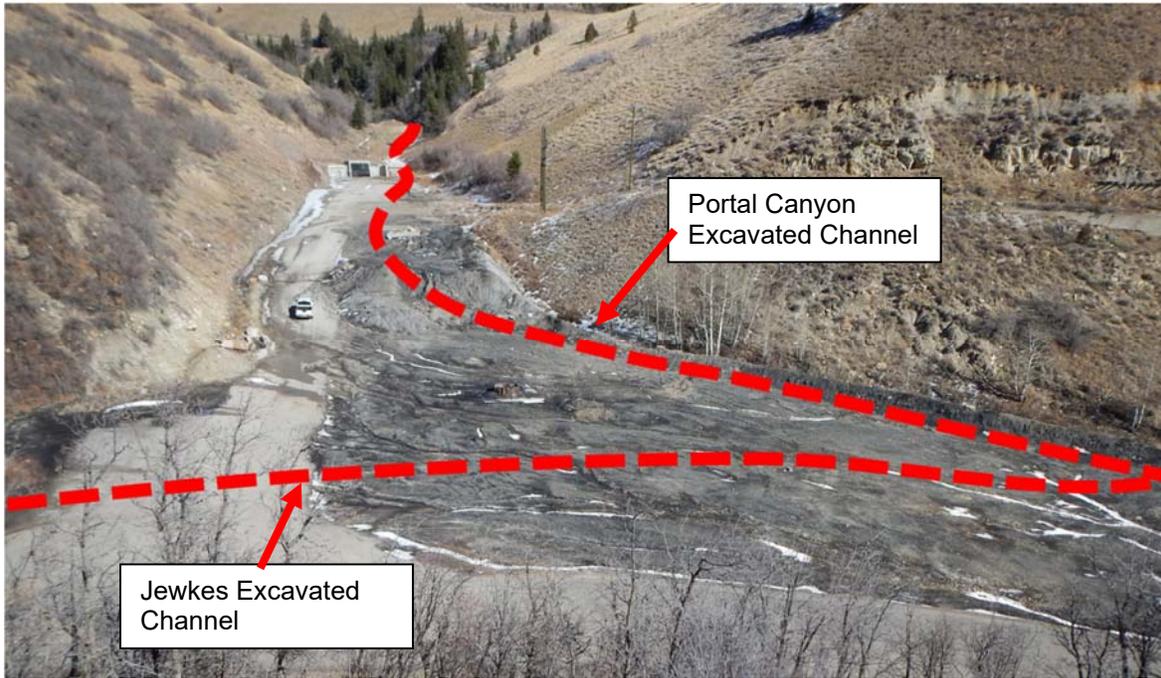


Figure 9. Excavated location of Jewkes and Portal Canyon channels. Portal Canyon channel excavation shall run down the center of the canyon then curve to the east to run along the eastern boundary of the disturbance. Jewkes channel shall run through the center of the lower pad curving around the metal silo.

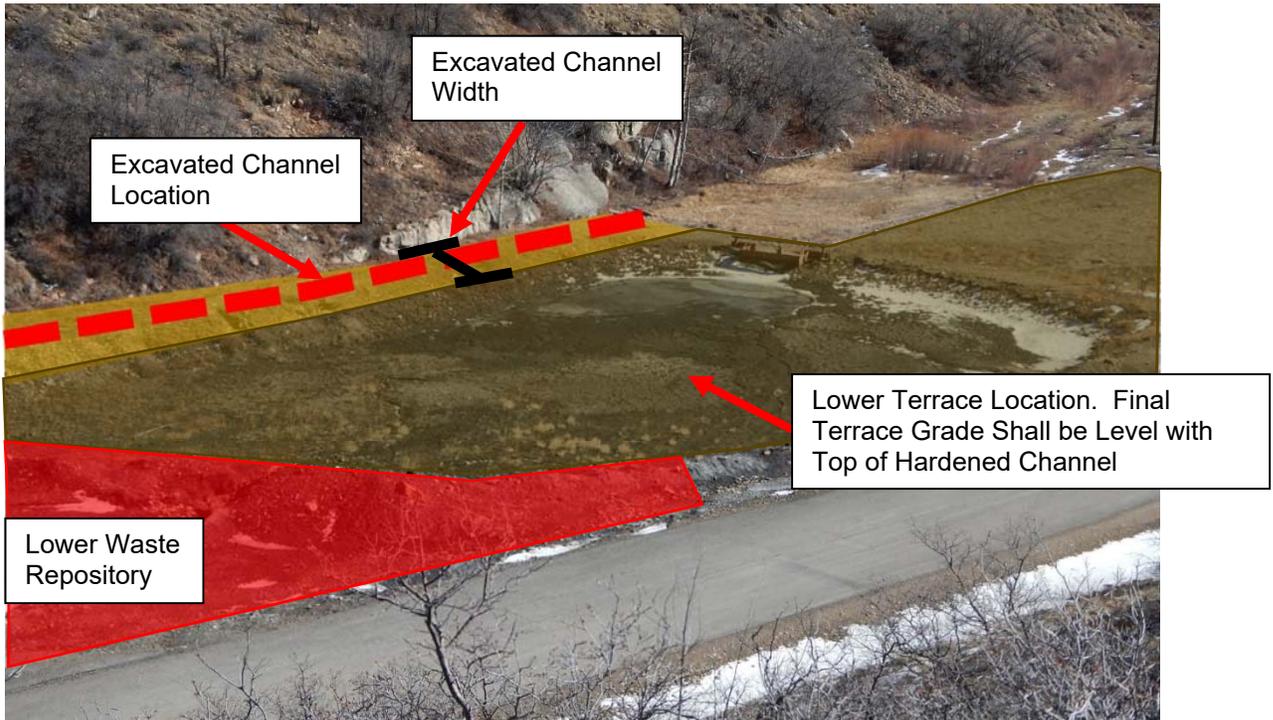


Figure 10. Clean excavated channel material and the pond embankment shall be placed in the sediment pond to form the lower terrace.

CHANNEL EXCAVATION 9,630 BCY

PORTAL CANYON CHANNEL EXCAVATION AND HARDENED BED:

Channel Shape	Trapezoidal
Bottom Width	8 feet
Open Channel Excavated Depth	3 feet
Top of Channel Width	20 feet
Channel Bank Slope	2 H : 1 V
Slope layback above Top of Hardened Channel	2 H : 1 V
Minimum Grade along Channel Length	3.8 %
Maximum Grade along Channel Length	9 %
Gravel Filter Depth	520 CY at 1.0 foot depth
Riprap Depth	520 CY at 1.0 foot depth
Hardened Open Channel Depth after installing Gravel Filter and Riprap	1 foot

JEWKES CHANNEL EXCAVATION AND HARDENED BED:

Channel Shape	Trapezoidal
Bottom Width	8 feet
Open Channel Excavated Depth	4 feet
Top of Channel Width	24 feet
Channel Bank Slope	2 H : 1 V
Slope layback above Top of Hardened Channel	3 H : 1 V
Minimum Grade along Channel Length	1.3 %
Maximum Grade along Channel Length	6.5 %
Gravel Filter Depth	405 CY at 1.0 foot depth
Riprap Depth	405 CY at 1.0 foot depth
Hardened Open Channel Depth after installing Gravel Filter and Riprap	2 feet

Section 5.3 Excavate Jewkes and Portal Canyon Channels

BACKFILL AND COMPACT EXCAVATED CHANNEL FILL AGAINST CUT SLOPES

Place excavated channel fill in compacted two foot lifts against cut slopes within excess backfill areas and in the on-site waste repository shown in Figure 8 above. All backfill lifts shall be compacted to a minimum 85 percent Proctor density (ASTM D698) on shallow slopes and a minimum 90 percent Proctor density (ASTM D698) on backfilled 2 H : 1 V slopes. Compaction shall be accomplished using repeated passes of rubber-tired equipment, rollers, and other appropriate equipment, and water shall be added as necessary to ensure all placed and compacted fill is within 3 percent of optimum moisture content. The contractor shall provide the methodology for ensuring Proctor densities are reached for each lift and shall provide a final report on compaction results to the Division once final grade is achieved. Backfill shall be placed and graded to eliminate cut slopes and blend into the surrounding topography by evenly transiting between the disturbed mine area and undisturbed boundary. Once final contour is nearly achieved, the last upper foot of surficial backfill may be placed without compaction. Topsoil will eventually be placed on this final surface.

EXCAVATED SLOPE GRADE AND SETBACK ABOVE CHANNELS

Slopes along Jewkes Channel shall be graded 3 H : 1 V extending up and away from the edge of the reclaimed channel. Portal Canyon slopes shall be graded 2 H : 1 V extending up and away from the edge of the reclaimed channel.

SALVAGE RIPRAP FROM EXCAVATED FILL

The upper and lower pads include sandstone rock fill of widely varying sizes. During channel excavation rock fill shall be salvaged and used as riprap to line the reclaimed channels.

LOWER TERRACE

A low terrace shall be constructed along Jewkes channel in the current location of the sediment pond and the lower soil stockpile. The excavated reclaimed channel shall run along the eastern edge of the lower terrace.

CULVERTS

Buried culverts exposed during channel excavation shall be removed or abandoned in place during reclamation activities of Jewkes and Portal Canyon channels. Culverts along the length of the Yellow Line in Figure 8 may be abandoned in place as long as they do not interfere with channel excavation and construction. The upper 130 yards of culvert in Portal Canyon, or the Green Line in Figure 11, lies underneath the topsoil pile. This section of culvert shall be excavated and properly disposed of off-site.

Culverts shall be abandoned by cutting off the exposed section two feet back into the bank, excavating the culvert for an additional five feet from the cut end, and crushing the culvert along the exposed length. The crushed culvert end shall be covered with a minimum of two feet of compacted backfill. Abandoned culverts may not run directly adjacent and parallel to the restored channel. Culverts running parallel and adjacent to the reclaimed channels shall be excavated, scrapped and properly disposed of offsite. A strong effort shall be made to prevent surface runoff from ever intercepting abandoned bypass culverts and short circuiting the reclaimed channels over time.

See Plate 7-4 at the end of this Section 5.3 for the locations of buried culverts.

COAL WASTE ENCOUNTERED DURING CHANNEL EXCAVATION

Plate 3-7 illustrates known locations of buried coal mine waste that shall remain buried in the fill below four feet deep. If a waste repository is encountered during channel excavation the exposed waste shall be placed up and away from the channel in the onsite waste repositories shown in Figure 8. If coal waste is exposed at the surface at the final channel bed elevation it shall be excavated down to clean fill and placed in the repository. Coal waste encountered in grading slopes may be covered in place with four feet of fill.

Section 5.3 Excavate Jewkes and Portal Canyon Channels

FORM UPPER NATURAL CHANNEL

A natural channel shall be formed through the upper soil stockpile in Portal Canyon (Figure 11). The soil stockpile shall be excavated down to the natural channel below. The culvert running under the pile shall be removed.

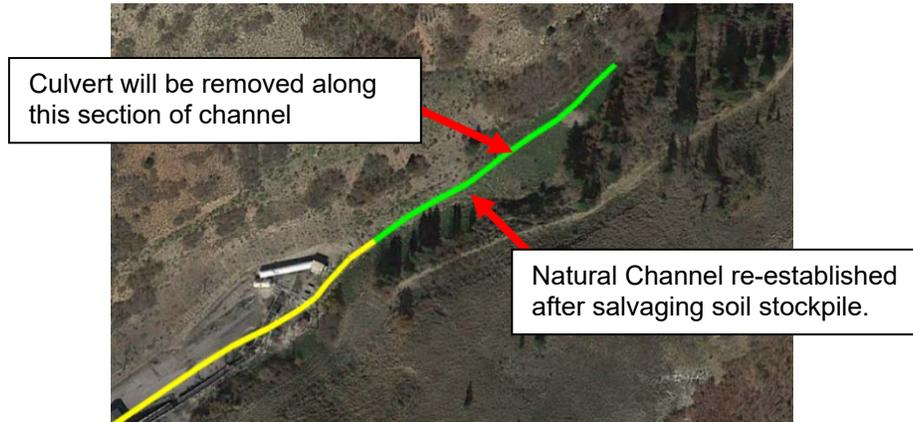
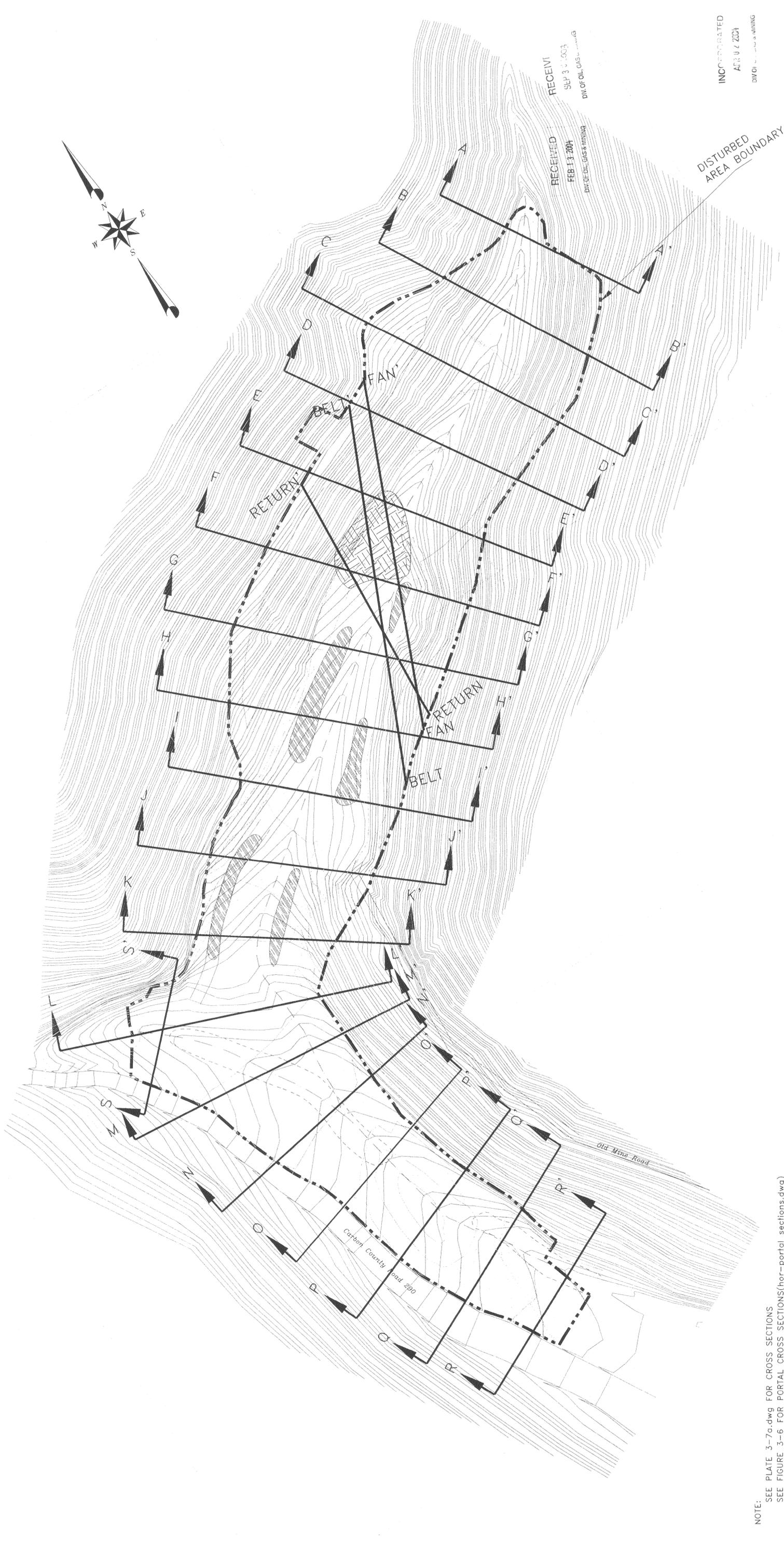


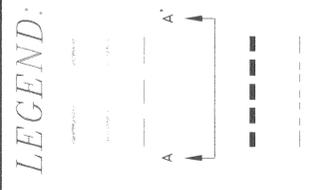
Figure 11. Re-expose the natural channel below the soil stockpile in upper Portal Canyon.

MEASUREMENT AND PAYMENT

Payment shall be made based on Bank Cubic Yards excavated. The volume of bank cubic yards shall be determined by pre- and post-excavation surveys. These surveys shall be completed by the contractor to establish initial site conditions before excavation and once excavation limits at the final channel grade are achieved. The final survey shall be taken before the gravel filter and riprap are installed. Survey files used to determine volumes shall be provided to the Division in electronic format. The cost of scrapping excavated culverts shall be factored into channel excavation costs.



NOTE:
 SEE PLATE 3-7a-dwg FOR CROSS SECTIONS
 SEE FIGURE 3-6 FOR PORTAL CROSS SECTIONS(hor-portal sections.dwg)



CURRENT AREAS OF INTERIM RECLAMATION NOT TO BE RECONTOURED DURING FINAL RECLAMATION
 AREA OF INTERIM RECLAMATION WHICH MAY BE RE-DISTURBED DURING FINAL RECLAMATION



Hidden Splendor Resources, Inc.
 Horizon Mine
 P.O. Box 32, Helper, Utah 84526
 PH #: 435-472-1313 Fax #: 435-472-1314

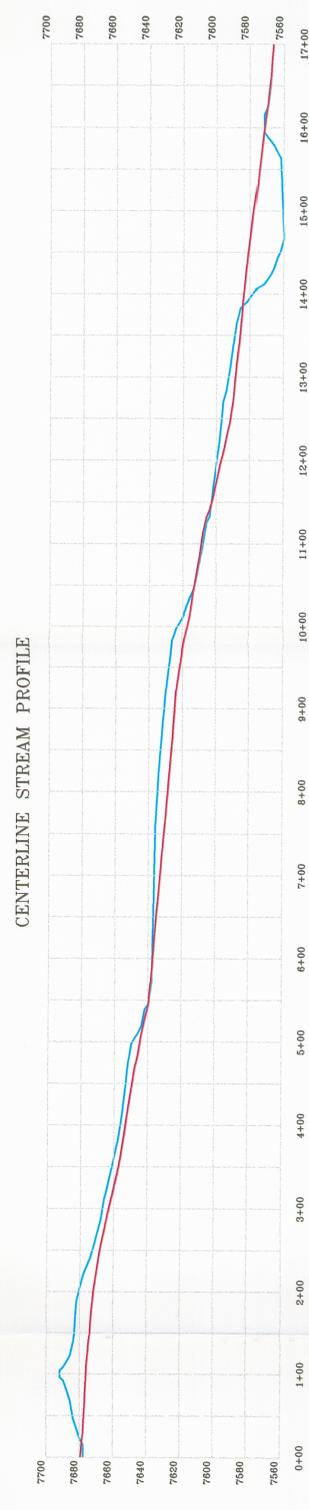
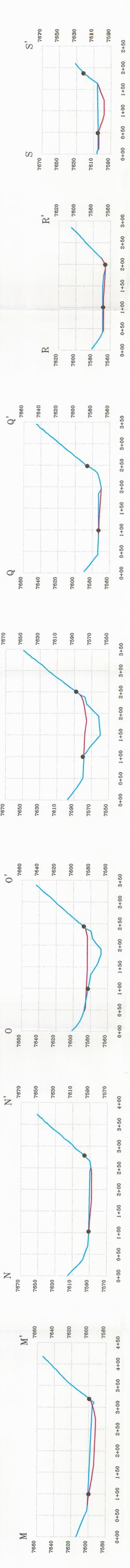
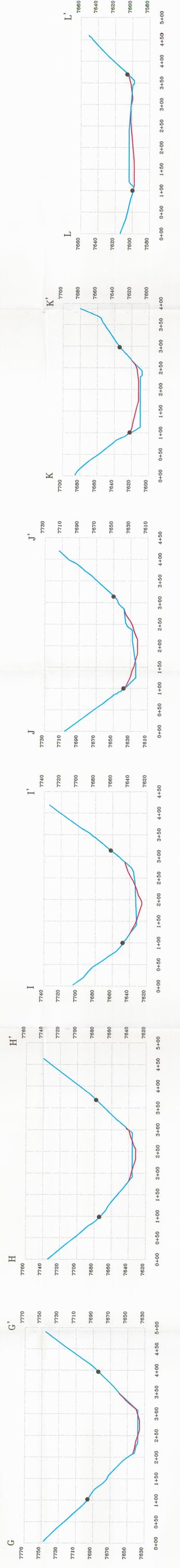
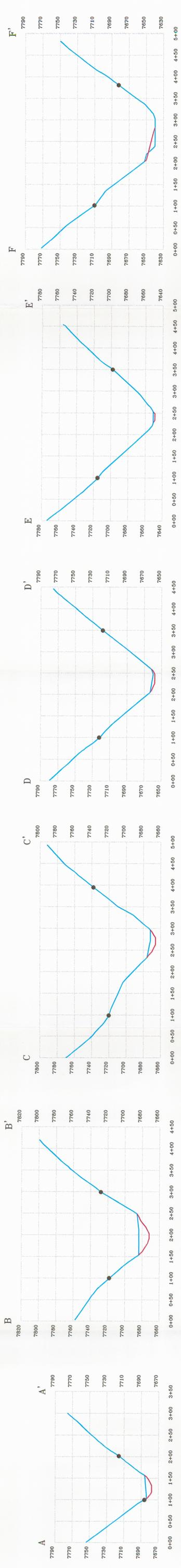
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 SEP 3 2003
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Drawn By: JASON BENNETT
 Approval: DAVE MILLER
 Date: Sept. 12, 2001
 Drawing Name: PLT3-7.DWG
 Scale: 1" = 60'

PLATE 3-7
 RECLAMATION TOPOGRAPHY



NOTE: SEE PLATE 3-7.dwg FOR CROSS SECTION LOCATIONS

- LEGEND:
- EXISTING GRADE
 - FINISH GRADE
 - DISTURBED AREA BOUNDARY

HORIZONTAL SCALE - 1" = 100'
 VERTICAL SCALE - 1" = 50'

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Drawn By: JASON BENNETT Date: June 5, 2001 Scale: SEE NOTE
 Approval: DAVE MILLER Drawing Name: PLTS-7a.DWG
 Drawing:

Plate 3-7a

POST MINING X-SECTIONS

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T 13 S - R 8 E - SECTION 17

LEGEND UNIMPROVED ROAD IMPROVED GRAVEL ROAD STREAMS AND DITCHES UC-1 UNDISTURBED CULVERT DC-1 DISTURBED CULVERT DD-1 DRAINAGE DITCH			<table border="1"> <thead> <tr> <th colspan="3">REVISION</th> </tr> <tr> <th>BY</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>RR</td> <td>7-10-01</td> <td>NEW DISTURBED AREA BOUNDARY, BASE, TITLE BLOCK, AND DITCH LOCATIONS</td> </tr> <tr> <td>RR</td> <td>7-10-01</td> <td>EXTENDED DC-1 & NEW SURFACE FACILITY BASE</td> </tr> <tr> <td>RR</td> <td>9-10-01</td> <td>ADDED MINE ROAD ABOVE COUNTY ROAD, ADDED NAME TO COUNTY ROAD, ADDED GRID TO DRAWING</td> </tr> <tr> <td>RP</td> <td>9-2-03</td> <td>NEW TITLE BLOCK FOR CHANGE OF OWNERSHIP</td> </tr> </tbody> </table>	REVISION			BY	DATE	DESCRIPTION	RR	7-10-01	NEW DISTURBED AREA BOUNDARY, BASE, TITLE BLOCK, AND DITCH LOCATIONS	RR	7-10-01	EXTENDED DC-1 & NEW SURFACE FACILITY BASE	RR	9-10-01	ADDED MINE ROAD ABOVE COUNTY ROAD, ADDED NAME TO COUNTY ROAD, ADDED GRID TO DRAWING	RP	9-2-03	NEW TITLE BLOCK FOR CHANGE OF OWNERSHIP	<p>Culvert locations</p> <p>PLATE 7-4</p> <p>DRAINAGE DIVERSIONS</p> <table border="1"> <tr> <td>DRAWN BY: RR</td> <td>CHECKED BY: DM</td> <td>DATE: 9-10-01</td> </tr> <tr> <td>APPROVED BY: DM</td> <td colspan="2">AUTOCAD FILE: C:\Horizon\HORIZON 2003\PERMIT-UPDATES 2003\PE</td> </tr> <tr> <td colspan="3">SCALE: AS SHOWN</td> </tr> </table>	DRAWN BY: RR	CHECKED BY: DM	DATE: 9-10-01	APPROVED BY: DM	AUTOCAD FILE: C:\Horizon\HORIZON 2003\PERMIT-UPDATES 2003\PE		SCALE: AS SHOWN		
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SECTION 5.4

TOPSOIL RECLAIMED HILLSLOPES

Section 5.4 Topsoil Reclaimed Hillslopes

5.4 TOPSOIL RECLAIMED HILLSLOPES

TOPSOIL VOLUME REDISTRIBUTION 6,040 BCY:

SALVAGE AND REDISTRIBUTE TOPSOIL STOCKPILES

Soil shall be excavated from soil stockpiles and distributed on the final reclaimed hillslopes along Portal Canyon and Jewkes channel. There are two soil stockpiles at the site. There is a soil stockpile at the head of Portal Canyon shown on Appendix 8-1 Plate B. This stockpile covers 0.81 acres and holds approximately **5,700 BCY**. There is a **340 BCY** within the Lower Topsoil pile stored directly down canyon from the sediment pond (Shown in Figure 12 below).

Topsoil from the Portal Canyon topsoil stockpile shall be redistributed over the regraded area shown on Appendix 8-1 Plate B to a depth of 9 – 10 inches. Prior to top soiling, any compacted hillslopes shall be deep ripped to a depth of 10 inches. A volume of **5,700 BCY** shall be required for the 4.5 acre regraded sloped shown on Appendix 8-1 Plate B. Remaining soil after redistribution shall be ripped and graded to become the surface of the 1.0 acre topsoil storage area.

The **340 BCY** of the Lower Topsoil pile shall be redistributed on the surface of the lower terrace shown in Figure 12 below. Topsoil on the lower terrace shall be placed 20 inches deep. The soil shall be placed adjacent to the top of the channel and outwards along the constructed lower terrace below the confluence of Portal and Jewkes channels, until the soil is consumed. The lower topsoil storage area shall be graded to become part of the lower terrace.

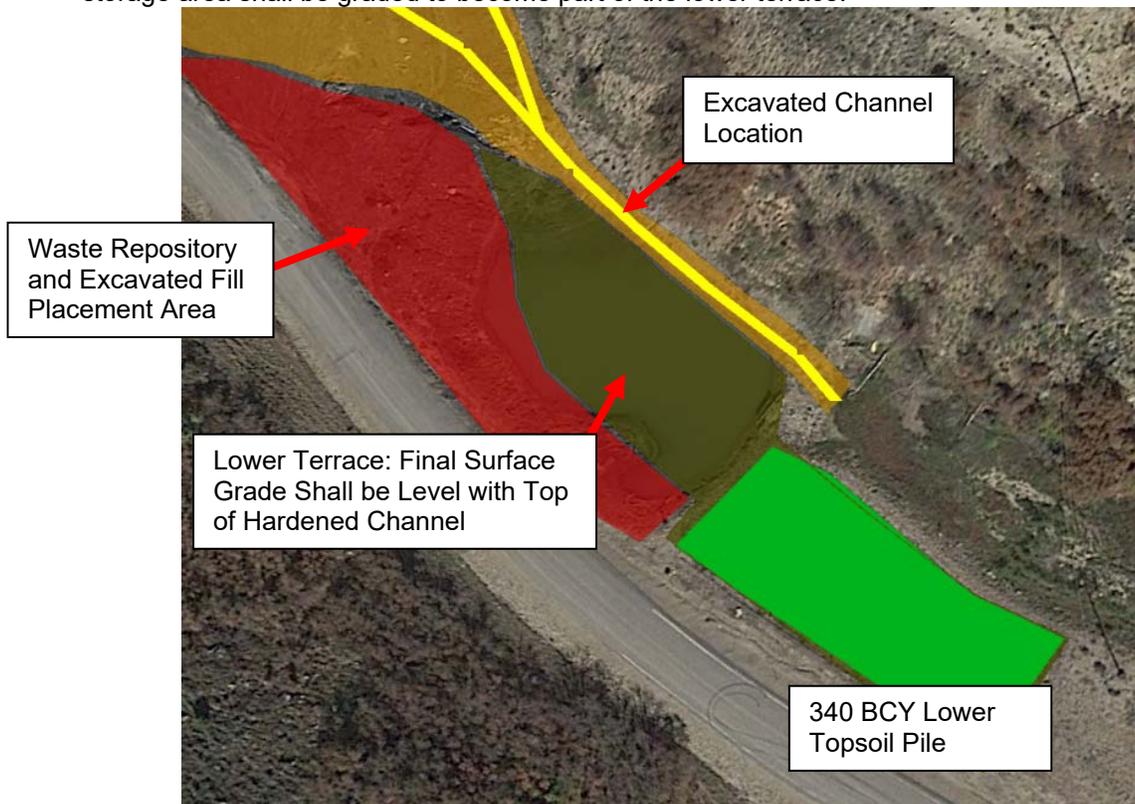


Figure 12. 340 BCY of Lower Topsoil Pile to be redistributed across the lower terrace.

MEASUREMENT AND PAYMENT

Payment shall be made based on Bank Cubic Yards of topsoil excavated and distributed across the site. The volume of bank cubic yards shall be determined by pre- and post-excitation surveys of the topsoil piles. These surveys shall be completed by the contractor to establish initial site conditions before excavation and once excavation limits at the base of the topsoil stockpile are achieved. Survey files used to determine volumes shall be provided to the Division in electronic format.



CONTEMPORANEOUS RECLAMATION AREA THAT DOES NOT REQUIRE ADDITIONAL TOPSOIL

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PH #: 435-472-1313 Fax #: 435-472-1314

Drawn By: JASON BENNETT Date: Jan. 9, 2001 Scale: 1" = 60'
Approval: DAVE MILLER Drawing Location: C:\JASON\HORIZON\APP8-1-PB.DWG
Drawing:

APPENDIX 8-1 PLATE B

RECLAMATION AREAS REQUIRING TOPSOIL

LEGEND:

-  AREAS REQUIRING TOPSOIL
-  TOPSOIL REMOVAL AREA
-  CONTEMPORANEOUS RECLAMATION AREA
(NEEDS NO ADDITIONAL TOPSOIL)

SECTION 5.5

CONSTRUCT JEWKES AND PORTAL CANYON CHANNELS

Section 5.5 Construct Jewkes and Portal Canyon Channels

5.5 CONSTRUCT JEWKES AND PORAL CANYON CHANNELS

Jewkes and Portal Canyon channels shall be reclaimed by excavating a channel through the upper and lower fill pads.

See Figure 7-12 at the end of this section for the cross-section designs of Jewkes and Portal Canyon Channels.

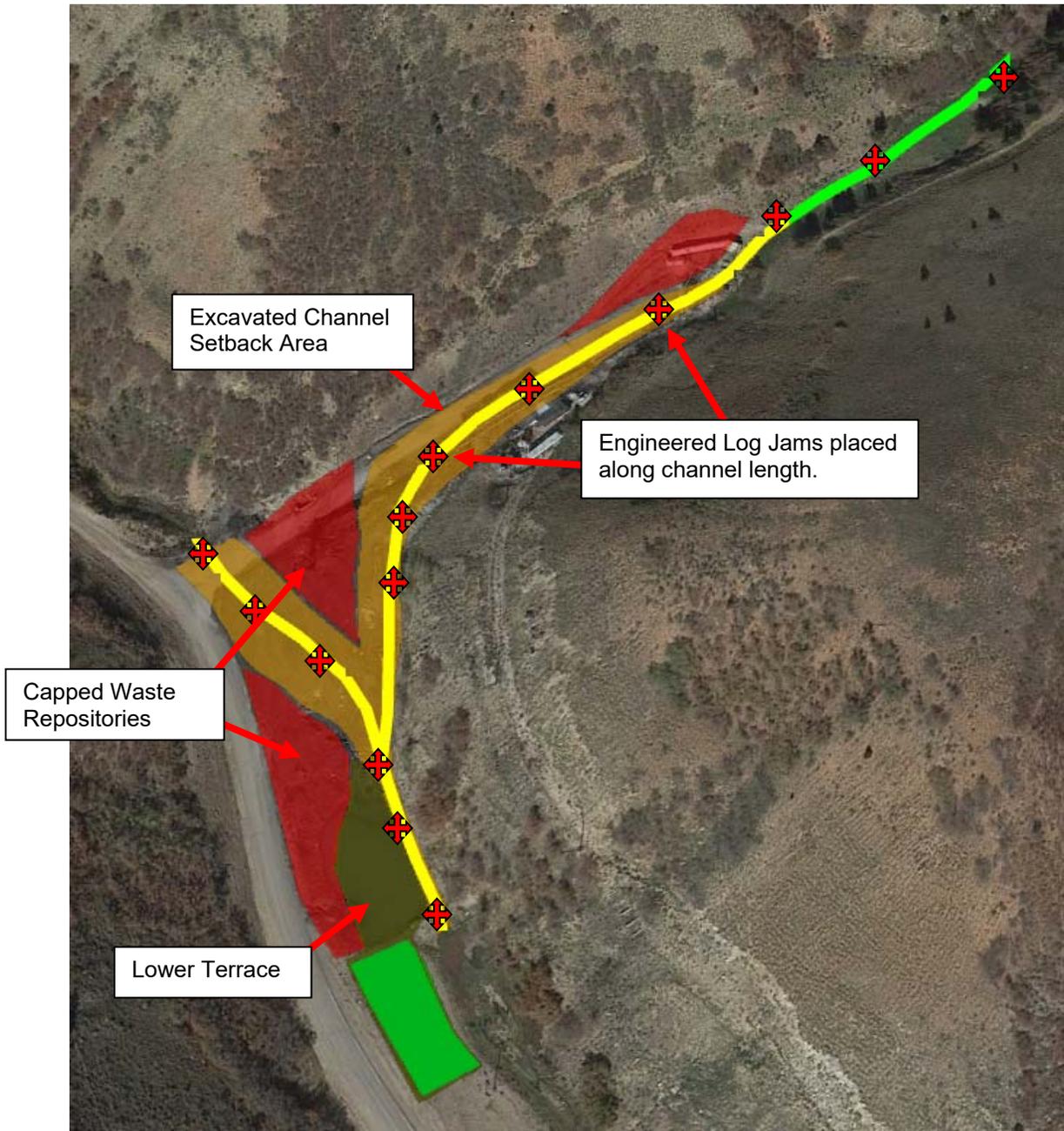


Figure 13. Yellow sections shall be riprapped. Green section shall be re-exposed natural channel or graded to a trapezoidal shape.  Engineered log jams shall be placed at locations shown. Placement of additional Engineered Log Jams shall be determined in the field.

PORTAL CANYON CHANNEL -- HARDENED CHANNEL – 317 yards in Length

Channel Shape	Trapezoidal
Bottom Width	8 feet
Open Channel Excavated Depth	3 feet
Top of Channel Width	20 feet
Channel Bank Slope	2 H : 1 V
Slope layback above Top of Hardened Channel	2 H : 1 V
Minimum Grade along Channel Length	3.8 %
Maximum Grade along Channel Length	9 %
Gravel Filter Depth	520 CY at 1.0 foot depth
Riprap Depth	520 CY at 1.0 foot depth
Hardened Open Channel Depth after installing Gravel Filter and Riprap	1 foot

JEWKES CHANNEL -- HARDENED CHANNEL – 190 yards in Length

Channel Shape	Trapezoidal
Bottom Width	8 feet
Open Channel Excavated Depth	4 feet
Top of Channel Width	24 feet
Channel Bank Slope	2 H : 1 V
Slope layback above Top of Hardened Channel	3 H : 1 V
Minimum Grade along Channel Length	1.3 %
Maximum Grade along Channel Length	5.5 %
Gravel Filter Depth	405 CY at 1.0 foot depth
Riprap Depth	405 CY at 1.0 foot depth
Hardened Open Channel Depth after installing Gravel Filter and Riprap	2 feet

Section 5.5 Construct Jewkes and Portal Canyon Channels

COMPACTED GRAVEL FILTER

The yellow sections of the excavated channel shall be lined with a compacted gravel filter. The filter shall be a minimum of one foot of compacted crushed rock or gravel. The majority of this gravel material shall be salvaged from road base and excavated fill or it shall be imported to the site by the contractor.

RIPRAP HARDENED CHANNEL

Riprap shall be placed on top of the gravel filter bed. The $D_{50} = 6$ " riprap shall be placed at a depth of one foot on top of the gravel filter bed along the yellow sections in Figure 13 above. Riprap shall be screened and salvaged from excavated fill or it shall be imported to the site by the contractor.

NATURAL CHANNEL

Unlined soft engineered channels shall be re-established at the head of Portal Canyon and through the sediment pond at the lower end of the site. The Green section of channel in Figure 13 above show the location of the re-established natural channels. Engineered log jams and large woody debris shall be placed along these natural lengths to help stabilize the channels and prevent erosion and downcutting.

ENGINEERED LOG JAMS

Engineered Log Jams (ELJs) and Large Woody Debris (LWD) shall be installed in the reclaimed stream channels. Material shall be sourced and imported to the site by the contractor as there are no trees onsite to use. The engineered log jams shall be installed at transition zones, on the outside of cut banks, and on the far side of the junction of Jewkes and Portal Canyon channels. The engineered log jams and large woody debris shall be made up of 2 to 5 large diameter tree sections and spaced roughly every 20 to 40 yards. The tree trunks shall be keyed into the bank to prevent the debris from washing away. More structures shall be installed along steeper sections of the channels.

The Engineered Log Jams and Large Woody Debris designs and photos at the end of this section shall be followed.

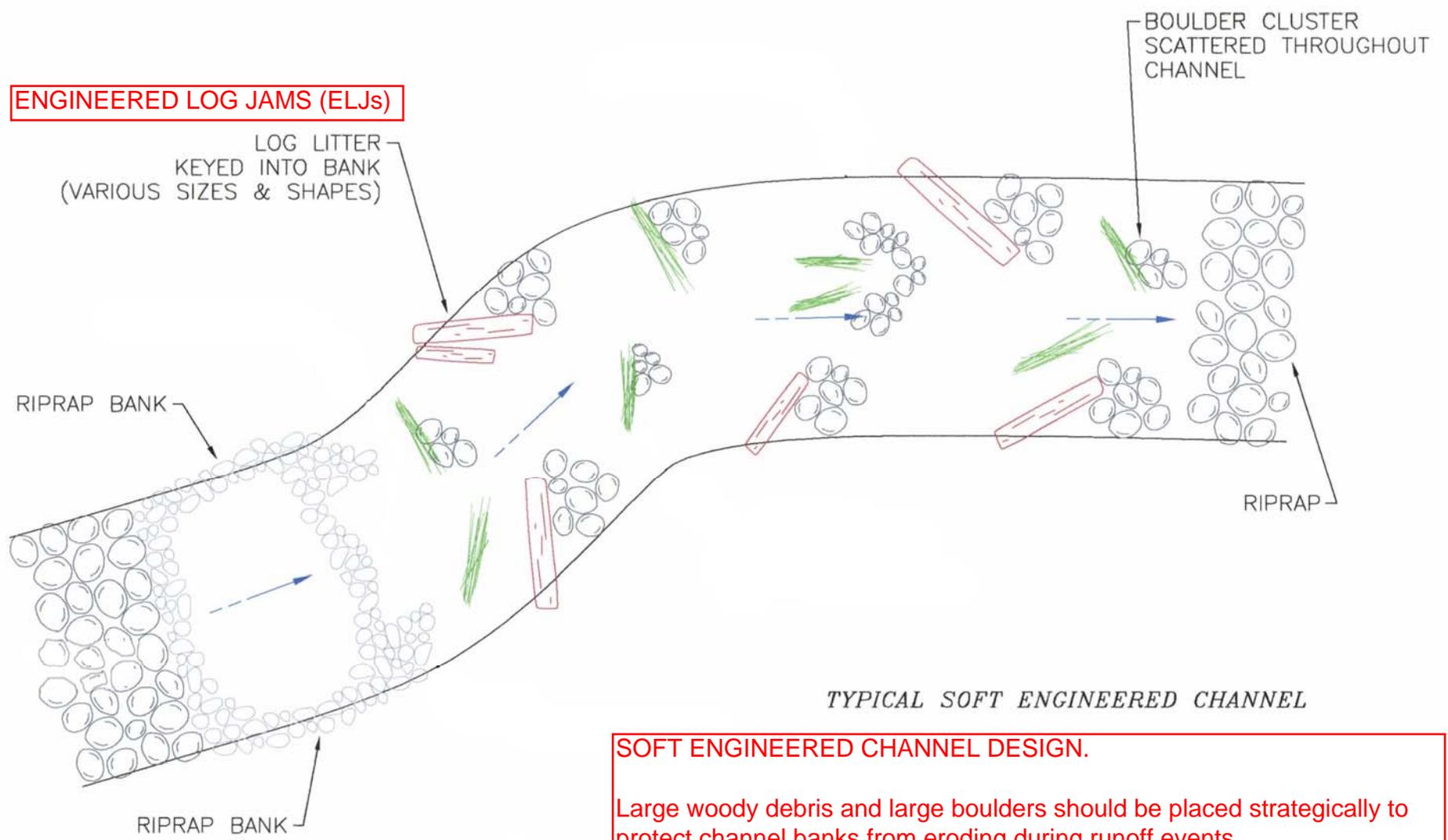
SEDIMENT POND REMOVAL

Once channel restoration activities are complete the sediment pond shall be excavated and made level with the lower terrace.

MEASUREMENT AND PAYMENT OF GRAVEL FILTER AND RIPRAP

Payment shall be based on contractor provided volumes of Gravel Filter Material and Riprap installed in hardened channels. Volumes provided to the Division shall be broken down into volumes of material salvaged on-site and volumes of material imported to the site through truck counts or scale receipts.

ENGINEERED LOG JAMS (ELJs)



TYPICAL SOFT ENGINEERED CHANNEL

SOFT ENGINEERED CHANNEL DESIGN.

Large woody debris and large boulders should be placed strategically to protect channel banks from eroding during runoff events.

ENGINEERED LOG JAMS EXAMPLES



SECTION 5.6

ROUGHEN RECLAIMED AREA WITH POCKS AND APPLY STRAW MULCH

5.6 ROUGHEN RECLAIMED AREA WITH POCKS AND APPLY STRAW MULCH

Straw mulch shall be spread by hand, in an even manner, at a rate of 2,000 pounds per acre. Mulch application shall be initiated at the top of the slope, working downhill, where possible. The straw shall be incorporated into the soil with surface roughening or pocking (for stability and water retention).

POCKING FINAL SURFACE GRADE

For all areas disturbed by this work, AFTER mulching, and PRIOR to seeding, the ground surface shall be roughened and gouged by pocking to create hummocks and depressions with 18 to 24 inches of relief on reclaimed hillslopes and 12-18 inches deep along the lower terrace running adjacent to Jewkes channel. This relief shall reduce ground surface wind disturbance and create water catchment basins, and incorporate the mulch. Soil gouges or pocks shall 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. Pock gouges shall be directly adjacent to one-another forming sharp ridges between each gouge. Pocking across reclaimed slopes shall more or less resemble the surface rough surface of a golf ball. Boulders and rocks may be left on the surface. Figure 14 below is an example of straw mulch incorporated with pocking with 12 – 18 inches of relief. Figures 14 through 17 provide additional examples of pocked hillslopes.

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

Available deadfall shall be placed across the slope.

WEED-FREE CERTIFICATION

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



Figure 14. Straw mulched and pocked reclaimed surface.

Section 5.6 Roughen Reclaimed Area with Pocks and Apply Straw Mulch



Figure 15. Pocked surface roughening of a reclaimed hillslope.



Figure 16. Pocked surface roughening of a reclaimed hillslope.

Section 5.6 Roughen Reclaimed Area with Pocks and Apply Straw Mulch



Figure 17. Pocked surface roughening of a reclaimed hillslope.

SECTION 5.7

APPLY SEED TO RECLAIMED AREA

Section 5.7 Seeding

5.7 SEEDING

The Division shall purchase the two seed mixes to be used. The Contractor shall seed the site. The lower terrace and the banks of Jewkes channel shall be seeded with a riparian mix. The regraded slopes and topsoil pile areas shall be seeded with a shrub/grassland mix.

The acreage to be seeded is 6.5 acres, as follows:

- 0.5 acres lower terrace below the confluence of Portal and Jewkes channel slopes along the full length of Jewkes channel.

Total Seed Mix #1 = 0.5 acres

- 4.5 acres (4 acres, 50% slope) regraded
- 1.0 acre topsoil pile area regraded
- 0.5 incidental disturbed areas

Total Seed Mix #2 = 6.0 acres

Seed shall be broadcast by handheld equipment as the reclamation progresses. Several passes shall be made, such that even distribution of seed shall be obtained. Seeding shall take place immediately following the completion of final seedbed preparation, except that seeding should not be conducted in high winds. The final seed mixes #1 or #2 may be seeded over snow, if the final grading, mulching and pocking has been accomplished.

If winter conditions shut down the work before it is completed, only Triticale, a sterile, quick growing ground cover, shall be seeded on those areas that are partially graded and not ready for final seed.

In this case, the contractor shall purchase the Triticale seed and apply 10 lbs/acre to all partially graded areas of the site.