

0014

UTAH POWER & LIGHT COMPANY

P. O. BOX 899
SALT LAKE CITY, UTAH 84110

June 25, 1979

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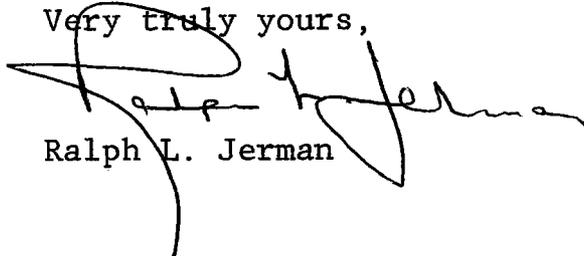
Re: Sedimentation Control Structures
at Wilberg Mine

Gentlemen:

Enclosed are three copies of revised maps and specifications relating to the sedimentation control structures at Utah Power & Light Company's Wilberg Mine. These revisions became necessary because surveying in the field indicates that implementation of the plans, as originally submitted, was unfeasible. Consequently, these provisions supersede the plans and specifications previously submitted to you. If you have any questions regarding the submittal, I would appreciate it if you would inform us as soon as possible.

By copy of this letter, we are submitting seven copies of the maps and specifications to the Office of Surface Mining, Denver, Colorado.

Very truly yours,


Ralph L. Jerman

RLJ:p

Enclosures

cc: Office of Surface Mining
Denver, Colorado

*maps are in
file wallet -
Wilberg Church
and Old Creek
containing set
of maps study*

UTAH POWER & LIGHT COMPANY
"Efficient Public Service"

TO R. Jerman

FROM K. Gurr



DATE June 18, 1979

ADDRESS

REPLYING TO

DATE

OUR FILE NO. GEN:1733

SUBJECT REVISED PLANS FOR WILBERG
SEDIMENT CONTROL PLAN

YOUR FILE NO.

Attached find seven (7) copies of revised maps and specifications for the Wilberg sediment control structures. These revisions are necessary because surveying in the field showed that the original plans previously submitted to the State OG&M Division were unreasonable. These seven copies will need to be submitted to the Division of Oil, Gas, & Mining as quickly as possible. Construction of these facilities as shown on these revisions will start as soon as a contractor is selected. These revisions supersede the plans previously submitted to the division.

KG:DAD:ds

cc: M. Heward
D. Dewey
J. Thomas

SPECIFICATIONS

for the

CONSTRUCTION OF SEDIMENTATION PONDS

AND APPURTENANCES

at the

WILBERG MINE

of

UTAH POWER & LIGHT COMPANY

Roberts & Schaefer Company
March 29, 1979

Revised by
Utah Power & Light Company
May 23, 1979

1.0 General:

1.1 This Specification is all inclusive and contains:

Section 1.0	General
Section 2.0	Owner Furnished Materials & Services
Section 3.0	(Deleted)
Section 4.0	Contractor's Responsibility and Work
Section 5.0	Extra Work
Section 6.0	Licensing, Insurance
Section 7.0	Warranty
Section 8.0	Proposal
Section 9.0	Terms of Payment
Section 10.0	Attachments, and
Section 11.0	Agreement

1.2 This Specification covers the procurement, transportation, and installation of materials and the "Work" required to complete the construction of the sedimentation ponds and appurtenances at the Wilberg Mine of Utah Power & Light Company.

1.3 The Owner referred to in this specification is Utah Power & Light Company and/or Emery Mining Corporation and the engineer appointed to supervise the work. The Contractor referred to is the successful bidder retained to perform the work.

1.4 The site is approximately 8 miles west of Orangeville, Utah and is readily accessible by Highway 29 and a paved haul road.

1.5 Any fines imposed upon the Owner by MSHA or other regulatory agencies that are the result of the Work being performed by the Contractor will be fully reimbursable by the Contractor to the Owner.

1.6 An Agreement will be written, and it will formalize the Contract for the Work. The Agreement will include these Specifications, the Contractor's Proposal, and a Purchase Order.

1.7 At no extra cost, the Contractor shall coordinate its construction schedule with the work of other contractors.

2.0 Owner-Furnished Materials & Services:

- 2.1 The Owner will make a site available for the Contractor to store and place Contractor's equipment, tools, materials, and related items required in the Work.
- 2.2 The Owner will not accept any responsibility for losses or damages for items the Contractor employs or places on the site. No fencing of the sites will be provided by the Owner.
- 2.3 The Owner will furnish no tools, equipment, materials, or supplies for any requirements by the Contractor.
- 2.4 The Owner will furnish no potable water or sewage service to the area during the time the Contractor will be employed on the site.
- 2.5 Non-potable mine water at a maximum rate of 25 gpm may be available to the Contractor at a location in the area of the Wilberg Mine portal.
- 2.6 The Owner will provide no electrical power or telephone services to the Contractor.
- 2.7 The Owner has an ambulance in the mine area which will be available to the Contractor in emergencies.
- 2.8 Soil and concrete testing will be furnished by the Owner.
- 2.9 The Owner will provide all drawings identified in Section 10.0, Attachments, and the Owner will interpret all drawings that are identified in the Specifications.
- 2.10 The Owner will approve the areas and locations that the Contractor selects for storage, repair, or maintenance of the Contractor's equipment and supporting facilities including buildings and structures, material disposal, and other facilities or functions. He will designate where refuse and debris are to be disposed, and will direct the Contractor to keep working areas neat, orderly, and in safe condition.

4.0 Contractor's Responsibility and Work:

4.1 General:

- 4.1.1 The Contractor will furnish all toilet, washroom, lockers, showers, drinking water or any other facility required for its employees. Parking for employees' cars will be near the mouth of Grimes Wash.
- 4.1.2 The Contractor will obtain all necessary permits to perform the work.
- 4.1.3 The Contractor will furnish all equipment, materials, machines, tools and services excepting that being provided by the Owner as described in Section 2.0. All supplies, labor, and supervision that are necessary to complete the work and requirements as described or implied in these Specifications will be the Contractor's full responsibility.
- 4.1.4 All overtime, premium, and incentive payments to the Contractor's employees that are necessary to complete the Work in accordance with the completion schedule required by Section 8.4 of the Specifications will be to the Contractor's account.
- 4.1.5 The Contractor will keep the site of its activities completely free of refuse and debris at all times. Upon completion of the work and before final payment the Contractor is to completely remove all tools, equipment, supplies, materials, structures, and debris from the site.
- 4.1.6 The Contractor will observe that all rules and regulations of the State or Federal authorities including MSHA relating to the safety of the Contractor's employees and any other individuals who visit the Site or who are employed by others at the Site are enforced without exception. Similarly, the Contractor is to observe that all similar rules and regulations relating to the health and welfare of the Contractor's employees and any of the aforementioned individuals are enforced without exception.

- 4.1.7 The Contractor is to fully comply with the applicable terms and conditions contained in the U.S.D.A. Forest Service "Management Requirements and Constraints," paragraphs 1 thru 16, and the U.S.D.A. Forest Service, "Special Use Permit," paragraphs 18 thru 41, identified as Special Requirements in Section 10.0, Attachments.
- 4.1.8 The Contractor will conduct all negotiations with United Mine Workers officers and agents necessary for the Contractor and its workmen, foremen, and supervisors to be acceptable for performing all work at the site, and the Contractor is to comply with all union regulations and directives that it received.
- 4.1.9 The Contractor and all of its subcontractors it may employ for any work requiring construction labor as a part of this contract must complete and submit the United Mine Workers of America's "New Project Information Form" and the Association of Bituminous Contractors' "New Project Form" depending upon its membership or independent signature status. Also two copies of the forms that are submitted by the Contractor and its subcontractors must be sent to the Owner prior to beginning any work at the site. Examples of these forms are attached to this Specification (See "Forms," Section 10.1.2). The Contractor shall post a copy of the completed signed form at the minesite at a location as directed by the Owner.
- 4.1.10 During the period that work is being performed it will be necessary to keep the existing haul roads open to allow for the passage of 140 haul trucks per day for the loading of coal at the existing coal loading bin. Haul trucks will travel only on roadways designated by the Owner. Haul truck traffic will have preference during the work. Haul trucks are not to be delayed more than 15 minutes by the Contractor. The Contractor will maintain access for the haul trucks thru all areas of the work by providing marked detours and barricades if required.
- 4.1.11 Traffic by mine personnel will have the right-of-way during shift changes. Shift changes will take place during the following weekday hours:
- | | |
|-----------------|------------------------|
| Day Shift | 7:30 a.m. to 8:30 a.m. |
| Afternoon Shift | 3:30 p.m. to 4:30 p.m. |

4.1.12 The Contractor is to maintain corridor about all excavations or construction operations for passage by the Owner's ambulance in the event of emergencies. In no instance is passage of the ambulance to be delayed. In the event passage is required for an ambulance, the Contractor is to immediately mobilize and assign all equipment and personnel necessary to make such passage possible.

4.1.13 Snow removal wherever the Contractor has work in progress will be the Contractor's responsibility.

4.1.14 All sub-contractors the Contractor may employ on the site or elsewhere in the performance of the Work are to comply fully with the provisions of these Specifications and the drawings, and the Contractor is to be fully responsible for acts and activities of its subcontractors.

4.1.15 The Contractor shall provide temporary means of handling and diverting surface runoff and underground water during construction under this contract and without hindering mining or other on-going construction activities and without creating damage, washouts, flooding or embankment instability to any part of the project. Within one week after award of this contract the Contractor shall submit to the Owner its plan for controlling and diverting surface and ground water. This plan shall be approved by the Owner prior to commencement of work on the project. After completion of the work the Contractor shall remove the temporary drainage facilities and restore the site to the final design condition as directed by the Owner. The major diversions required are:

(1) Ground water collected at the site and emptied into the 90-inch bypass culvert shall be diverted into the drainage ditch east of the service road and below the lower parking lot during sealant installation in the 90-inch culvert; this may be accomplished by damming the entrance to the 90" culvert at the concrete junction box in the service yard and pumping through a temporary hose to the drainage ditch; and (2) surface and ground water from the disturbed area shall be diverted to the culvert bypass system during pond construction.

- 4.1.16 The Contractor will provide all field survey work to establish lines, centerlines, elevations, stations, and other controls from base lines and elevations established by the Owner for the Contractor's reference.
- 4.1.17 The Contractor will make the installation in complete accordance with the drawings, manufacturer's installation instructions, and all applicable Federal, State, and local laws and regulations related to the type of work contemplated by this project. The Contractor, by accepting a contract for the Work, acknowledges site conditions, drawings, installation instructions, and the laws and regulations relating to the work. The Contractor further acknowledges, in presenting its Proposal, that it is experienced in performing work of this type.
- 4.1.18 The Contractor will provide the Owner a complete set of as-built drawings of the installation. These will show final pond shape, side slopes, all pipe center lines, elevations, stations, coordinates, and other references used for control. The Contractor may make sepias, corrected for as-built conditions, from the Owner's drawings to expedite this work. The final payment to the Contractor will be withheld until these drawings are received in acceptable form.
- 4.1.19 Blasting, if required, and any work related thereto, shall be done in accordance with any Federal, including MSHA, requirements and regulations, the Utah State Industrial Commission, and local ordinances. It shall only be performed by licensed operators. There shall be no damage, unless fully compensated by the Contractor, to the property of the Owner or others. The Owner shall be notified of the schedule and locations for blasting. The Contractor will schedule required blasting so as not to interfere with shift changes, or similar scheduled movement of people or equipment.

4.1.20 Backfill in traveled areas shall be compacted to 90% of maximum density excepting that under road surfaces that are to be asphalted, the backfill shall be compacted to 95% of maximum density as determined by ASTM D698, Method C. Existing asphalt surfaces that are to be removed for placement of pipeline shall be cut clearly along straight lines. Road base and asphalt surfaces, shall be replaced to the same thickness and configuration as existing. Asphalt shall be placed and compacted in maximum 3-inch lifts. The final surface is to be smooth and match completely the roadway surfaces on each side of the excavation.

4.1.21 The Owner will direct testing to be performed on materials furnished under this contract to assure compliance with the Specifications. The Contractor shall cooperate fully with the Owner in the obtaining of samples for testing.

4.1.22 Final Acceptance. The Contractor shall issue an acceptance letter to the Owner providing for acknowledgement by the Owner of acceptance of the final work and of receipt of pertinent operating and maintenance manuals, as-built drawings, etc.

4.2 Material acceptance, storage, handling and installation.

4.2.1 At the time of delivery all materials will be examined for defects and damage by the Contractor. Any materials damaged in transit or during installation will be subject to rejection without compromise by the Owner.

Safe storage will be provided by the Contractor for the materials until they have been incorporated into the Work.

4.2.2 At all times materials will be handled and installed by the Contractor in accordance with manufacturer's installation guide, and the Contractor will furnish the Owner five copies of all manufacturer's bulletins and parts lists for handling, installation, operation and repair. These bulletins and parts lists will be supplied prior to the Contractor beginning any field installation of materials.

4.2.3 If the Contractor wishes to use alternate material than that specified, it must obtain the written consent of the Owner to do so. To do so the Contractor shall submit (6) copies of detailed specifications and manufacturer's bulletins of the alternate material to the Owner for approval. The Contractor shall allow (5) working days in its construction schedule for each submittal review.

4.3 Earthwork.

4.3.1 Pond Excavation and Surface Preparation

Prior to placement of fill, the site of the ponds shall be cleared of all large protruding boulders, refuse, and vegetation. The site shall then be completely excavated, graded, and shaped to the slopes and configuration specified on the drawings. Pond slopes shall provide a uniform bedding surface for the pond liners with deviations in grade being no larger than six inches. Voids shall be filled where necessary with material passing a 3-inch sieve. If unstable material is encountered during excavation, such material shall be removed to locations determined by the Owner and replaced with Owner approved backfill.

4.3.2 Dike Foundation & Embankment.

a. After removal of all large protruding boulders and prior to placement of any fill material and backfilling voids, the surface shall be compacted to 95% Standard Proctor maximum density.

b. Embankment material shall meet or be processed to meet the gradation requirements shown on Drawing 7704-C128. This material may be furnished by the Contractor (borrowed off-site) or may be obtained on-site from three possible borrow areas: (1) excess material from the left fork excavation; (2) excess material from the right fork, excavation; or (3) overburden material obtained by extending the road cut immediately west of the pond site. Materials obtained from any of these sites may require some processing to meet the gradations of the various fill types specified. If material is obtained by extending the road cuts west of the ponds, the Contractor shall submit to the Owner suitable drawings showing the amount of material to be removed, the

extent of the additional cuts, the final slope configuration, and the Contractor's plans for disposing of unusable material. The Contractor shall consult with the Forest Service to determine that its proposed method of material removal is acceptable, prior to submitting drawings to the Owner. These drawings will then be submitted by the Owner to the Forest Service for final approval. Preliminary approval to use this site has been obtained from the Forest Service.

c. No extra payment will be paid Contractor for off-site borrow materials the Contractor may use for construction of the dike foundations and embankments regardless of the reason(s) for use of off-site borrow materials.

d. Material removed during pond excavation and surface preparation may be processed and made suitable for use in the project as fill or riprap. However, material so processed shall meet the specifications on Drawing 7704-C128 and shall be free of organic or refuse material that may be encountered. The Contractor at its own expense shall dispose of all refuse and organic material encountered as well as any excess or unusable excavated material. The disposal area must be chosen subject to prior approval by the Owner.

e. Embankment material shall be placed and compacted in 12" lifts. Satisfactory compaction shall be accomplished by a minimum of six passes over the surface by vibratory rollers weighing a minimum of 8000 lbs. or other Owner approved compaction equipment.

f. Where corrugated steel pipe is to be placed within the embankment zone, filter material shall be placed around the pipe, as shown on the drawings, and compacted in six inch lifts by power tampers or other Owner approved compaction equipment to 95% Standard Proctor maximum density. This filter material may be placed concurrently with the adjacent embankment material. Construction equipment shall not be permitted to pass over pipes until a minimum of 1'-0" of material covers the pipe.

g. Where trenching is required for the placement of any pipe, such excavation and placement shall be performed as specified on the drawings prior to final preparation of the dike foundation.

4.3.3 Transition Filters.

Material to be used as filter material shall either meet or be processed to meet the gradation limits specified on Drawing 7704-C128. Filter material shall be placed between the dike foundations or abutments and embankment material at a minimum depth of 2 feet, as shown on the drawings, and compacted in 12" lifts by a minimum of two passes of a bulldozer weighing more than 35,000 lbs., a vibratory roller weighing at least 8,000 lbs., or other Owner approved compaction equipment. Placement of the filter material for dike abutments can be concurrent with placement of embankment material, provided proper compaction of embankment material, as specified, is performed.

4.3.4 Slope Protection.

Material used as slope protection shall meet the requirements specified on Drawing 7704-C128. Placement of the slope protection material may be performed simultaneously with the placement of embankment and/or filter material to the amounts specified on the drawings. Material which is unsuitable as embankment material may be used as slope protection material, provided it meets the requirements for slope protection material. Care should be taken in placement of larger size rock such that its stability in the slope is insured.

4.4 Corrugated Steel Pipes

Corrugated steel pipe installation shall be performed as specified on the drawings, whether in trench section or within the embankment of a dike. All pipes installed under this contract shall be watertight and shall be installed in accordance with manufacturers recommendations. All pipes entering the ponds from outside the pond area are to be installed as indicated on the drawings prior to placement of the surrounding pond liner. If necessary, after installation of the pond liner, the corrugated steel pipe sections extending into the ponds shall be trimmed to the configuration shown on the drawings. The existing 90-inch diameter bypass culvert shall be made watertight where specified on Drawing 7704-C122. All reveted seams, joints between reveted sections of pipe, and joints between reveted and welded pipe sections shall be sealed with joint sealant equivalent to Sika-flex 1A, as manufactured by Sika Chemical Corporation. Sealant is

to be applied from the inside with the insurance of full penetration and bonding within joint cavities. Sealant shall be applied in accordance with all the manufacturer's recommendations, including the possible priming of surfaces to be sealed as determined by the Owner. Flow in the 90-inch culvert shall be diverted during sealant installation. The sealant shall be kept dry for a minimum 24-hours after application.

4.5 Outlet Structures.

- 4.5.1 Excavation for the foundations of the outlet structures shall be performed as specified on the drawings. Existing material shall be over-excavated to a minimum depth of 3 feet below the specified elevation of the bottom of concrete. Material which meets the gradation requirements of filter material, specified on Drawing 7704-C128, shall then be placed and compacted in maximum 6-inch lifts to a minimum of 95% Standard Procter density.
- 4.5.2 Staff gages shown on Drawing 7704-C128 shall be installed after erection of the outlet structures in order to minimize handling damage.
- 4.5.3 The orifice stub pipes of the Pond #2 outlet structure and the stand pipe assembly of the Pond #1 outlet structure shall be thoroughly cleaned of obstructions and debris after erection and before being put into service.
- 4.5.4 For the purposes of supporting the outlet structures during construction of their foundations, concrete blocks may be placed within the foundation area, as shown on the drawings, provided rebar is not disturbed and the specified elevations for the stand pipes are maintained. Once erected on the concrete blocks, the respective outlet structures shall stand plumb and at the proper orientation. The above mentioned concrete blocks used for support of the overflow structures must possess at least equal compressive strength to the specified concrete. Just prior to placing concrete for the foundation, all surfaces of each of the blocks shall be moistened.

4.5.5 Upon final alignment of the outlet structures, concrete shall be placed to the specified depths both inside and outside the outlet structures. After placement, concrete shall then be trowel finished, both inside and outside the outlet structure. Any exposed surface of concrete shall then be sprayed with an Owner approved curing compound, or cured by other Owner approved means. Backfilling operations with material meeting the requirements specified on Drawing 7704-C128 for Backfill for Structures, shall not begin for a minimum three days after concrete placement.

4.6 Pond Liner.

4.6.1 Pond liner material and grout shall be as specified on Drawing 7704-C128. Placement of the mat sections shall be done according to the manufacturer's recommendations such that no leakage shall occur at their junctions.

4.6.2 All structures protruding through the surface of the pond liner shall be sealed to the liner to form a watertight connection, as shown on the drawings. Joint sealant specified by Section 2.3 on Drawing 7704-C128 shall be applied to the joint between the 6-inch diameter overflow pipe of the outlet structure in Pond No. 1 and pond liner. Refer to the drawings for details showing the seal between the corrugated steel pipe outlet structures and pond liner. Asphalt shall not be applied for a minimum of one week after the application of the joint sealant.

4.6.3 The top of the liner shall be secured in a trench as shown on the drawings. Backfilling this trench shall be performed no sooner than 7 days after placing grout. Backfill material shall meet the requirements for Embankment Material specified on Drawing 7704-C128. This backfill material shall be placed in two lifts and compacted with a power hand tamper. Care shall be taken to avoid disturbing the pond liner fabric during backfilling operations. Damage during compaction shall be repaired at the Contractor's expense as directed by the Owner.

4.6.4 An alternate proposal using a clay liner as described in note 1.7, Drawing C128 is requested.

5.0 Extra Work:

- 5.1 There will be no payment for any extras as a consequence of the Contractor's misunderstanding the descriptions contained in these Specifications. It is a requisite that the Contractor will have visited the site and will have requested answers to all questions that relate to the Work, its execution, and other details prior to submitting a Proposal for the Work.
- 5.2 Extra Work that is in conjunction with the Work may develop that is not presently anticipated. No such Extra Work is to be performed without a firm lump sum, unit price, or time and materials cost from the Contractor and a written Field Work Order by the Owner. An Extra Work Order will be prepared by the Owner following this Field Order, and shall be approved and signed by the Owner. No payment will be made for any Extra Work that does not have a Field Work Order and an Extra Work Order. Each of these Orders will be numbered successively, will contain a description of the Work, and will include the price.
- 5.3 Additional Extra Work may develop that is outside the scope of these Specifications. This Work could include the Contractor's furnishing equipment, workmen, or materials for related or other Owner requirements at the Site. The Contractor is to include as a part of this Proposal the rental rates for all equipment and the wage rates for all foremen and workmen the Contractor has at the site and would provide for such additional work. The equipment rates are to be total rates that include depreciation, maintenance, repair, operator, where applicable, overhead and profit. The wage rates are to be for each classification of employee. The rates are to be all-inclusive including payroll burden, Contractor's general overhead, and profit. The equipment and wage rates are to include provision for Contractor's supervision where applicable. Materials purchased for Extra Work will be at the Contractor's cost plus its combined overhead and profit for providing such materials.

6.0 Licensing, Insurance, and Approvals:

6.1 The Contractor will be licensed to perform the work described by these Specifications in the State of Utah.

6.2 The Contractor will maintain during the term of this contract the following insurance:

6.2.1 Statutory Workmen's Compensation and Employer's Liability Insurance for all employees with limits of no less than \$100,000 for any one accident.

6.2.2 Employer's liability insurance to cover claims based on common law that may be filed by the Contractor's employees.

6.2.3 Comprehensive Public Liability coverage, including all automotive equipment (owner, non-owner, and leased), with bodily injury liability limit of at least \$500,000 for each person and \$1,000,000 each occurrence, and property damage liability (other than to the Work) with a limit of \$100,000 for each occurrence. Comprehensive Public Liability Insurance shall include contractual liability coverage for indemnification. The Contractor agrees that it will at its sole cost and expense, indemnify and save the Owner, and all officers and employees thereof, harmless from and against any and all claims, demands, causes of action and liabilities for personal injury, bodily injury or death or for damage to property including loss of use thereof, other than to the Work, arising out of or in connection with any operations or activities which the Contractor or its subcontractors shall perform pursuant to this Agreement.

7.0 Warranty:

7.1 The Contractor warrants in presenting a Proposal that his work will be performed to the highest construction standards and that any defects that are the result of the Contractor-supplied materials, methods, or workmanship will be corrected or removed and replaced at the Contractor's expense for the period of twelve months after completion of this Work and acceptance by the Owner.

8.0 Proposal:

8.1 The Contractor in presenting a proposal will have inspected the site to observe the construction conditions. It will have also determined the quantity of fill material needed to complete the work and the availability and suitability of on-site borrow sources to satisfy this need. Further, in presenting its proposal, the Contractor acknowledges that it understands all conditions of the work including Federal, State, and local regulations and requirements, and these Specifications.

8.2 The Contractor shall provide a firm lump sum price for the project which shall be separated into the divisions listed below. Each division shall be complete by itself and include mobilization, survey, overhead, profit, and State of Utah sales tax.

8.2.1 Pond excavation and surface preparation.

8.2.2 Dike embankment construction.

8.2.3 Pond Liner Construction.

a. Fabriform Liner

b. Clay Liner

8.2.4 Structural risers and piping.

8.3 The Contractor shall provide in its proposal the unit prices listed below for the possible addition of extra work in accordance with Section 5.0 of these Specifications:

8.3.1 Equipment rates per hour.

8.3.2 Labor rates per hour.

8.3.3 Mark-up on material purchases.

- 8.3.4 Embankment material in-place per cubic yard.
- 8.3.5 Transition filter material in-place per cubic yard.
- 8.3.6 Riprap in-place per cubic yard.
- 8.3.7 Pond lining in-place per square foot.
- 8.3.8 Pond excavation per cubic yard.
- 8.3.9 Pond surface preparation per square foot.

- 8.4 The Contractor shall show in its proposal the calendar days required to complete all the work included in this Specification.

- 8.5 The Contractor may take exception to any conditions and terms of these Specifications providing the Contractor completely describes the exceptions and provides alternates in the proposal.

- 8.6 The Contractor's proposal shall be due on July 6, 1979.

- 8.7 Failure to provide a complete proposal in accordance with the above shall be considered sufficient cause for rejection of the Contractor's bid.

9.0 Terms of Payment:

- 9.1 The Contractor is to submit an invoice in triplicate to the Owner. This invoice is to describe the work-period, the number of man-hours worked during the period, and give the estimated percent complete. If the percent complete stated on the invoice is not a realistic figure, in the opinion of the Owner, it will be subject to revision. In the event of a revision the Owner and the Contractor or his representative will agree on a new percent complete prior to approval of the invoice by the Owner.
- 9.2 The Owner will make every effort to pay the Contractor within 30 days following the receipt of the invoice. All invoices will be subject to a 10% retention, and this retention will be increased or decreased depending upon the Contractor's performance.

10.0 Attachments:

10.1 The following drawings and forms are for the Contractor's use in preparing its proposal. Six additional copies will be provided by the Owner for the Contractor's use during procurement and construction.

10.1.1 Drawings.

<u>Drawing No.</u>	<u>Revision</u>	<u>Title</u>
UP&L CM-10153WB	0	Location Plan
CM-10154WB	0	Grimes Wash Profiles
7704-C121	6	Sed. Pond No. 1 & 2
7704-C122	2	Sed. Pond Bypass Culvert
7704-C123	1	Sed. Pond - Sections
7704-C124	1	Sed. Pond - Sections
7704-C125	4	Outlet Structure- Pond No. 1
7704-C126	2	Outlet Structure- Pond No. 2
7704-C127	2	Typical Details- Outlet Structures
7704-C128	2	Specifications

10.1.2 Forms:

10.1.2.1 United Mine Workers of America
"New Project Information Form"

10.1.2.2 Association of Bituminous Contractors
"New Project Form"

10.1.3 Special Requirements:

10.1.3.1 "USDA, Forest Service Management
Requirements and Constraints"

10.1.3.2 "USDA Forest Service Special Use
Permit and Regulations" Paragraphs
18 thru 41

11.0 Agreement

An Agreement will be written, and it will formalize the Contract for the Work. The formal Agreement will include these Specifications, the Contractor's Proposal, and Purchase Order.

NEW PROJECT INFORMATION FORM

FROM _____
(Name of Contractor)

(Address of Contractor)

NAME OF COAL COMPANY _____

MINE OR FACILITY _____

LOCATION _____

TYPE OF WORK TO BE PERFORMED _____

DATE CONTRACT AWARDED _____

DATE WORK WILL BEGIN _____

NUMBER OF EMPLOYEES _____

ANTICIPATED COMPLETION DATE _____

Signed

President
Title (Contractor, Super, etc.)

SUBMIT IN DUPLICATE TO UNITED MINE WORKERS OF AMERICA
DISTRICT 22
P. O. Box 783
PRICE, UTAH 84501

ASSOCIATION OF BITUMINOUS CONTRACTORS

NEW PROJECT FORM

Please Submit in Duplicate To:

ASSOCIATION OF BITUMINOUS CONTRACTORS
1000 Connecticut Avenue N.W., Suite 610
Washington, D. C. 20036

Attention: Francis T. Coleman
Secretary/General Counsel

Date _____

Company Name _____

Address _____

Name of Coal Company _____

Name of Mine _____

Location _____

Date Contract Awarded _____

Date Work is to Start _____

Number of Employees _____

Estimated Length of Project _____

Remarks _____

Signed _____
(Company Representative)

Please Submit in Duplicate

EXHIBIT I

MANAGEMENT REQUIREMENTS AND CONSTRAINTS

1. Approve the list proposal subject to the coordinating requirements listed in this report.
2. All underlined sentences in this EAR are recommended management requirements and constraints, and are summarized below as follows:
3. All storage yards, parking areas, and access roads will be paved.
4. Dust-preventive devices will be installed at the breaker at conveyor belt transfer points, and other areas where handling of coal could place coal dust in the air.
5. Areas of potential rock slides and steep slopes where slope failure is a hazard will be modified or barriers constructed to protect the public from this hazard.
6. All stream channels will be kept clear at all times.
7. Culverts in Grimes Wash and the left fork of Grimes Wash will be of sufficient diameter to pass the 25-year storm (240 cfs) with the pipe flowing full, and the 50-year storm (540 cfs) with the pipe flowing under head conditions.
8. No water produced by the mine will be allowed to discharge in Grimes Wash drainage.
9. All fill slopes and other disturbed areas will be stabilized to prevent erosion.
10. Sufficient fire tools for five men will be available at the construction site during fire season.
11. Buildings and other structures shall be painted a color which will blend in with the surrounding area.

12. Restrict construction equipment and activities to the designated construction zones.
13. Promptly handle and dispose of all debris and junk off National Forest lands.
14. If during construction any artifacts of cultural, historic, or paleontological value are uncovered, operations in the area of discovery must cease immediately and the appropriate Forest Service officer notified.
15. All down trees and slash created from this project will be disposed of promptly to reduce the fire and insect hazard.
16. Traffic warning control devices will be installed on the mine access road.

a. Record no. (1-2)	b. Region (3-4)	c. Forest (5-6)
70	04	10
d. District (7-8)	e. User number (9-12)	f. Kind of use (13-15)
02	4001	Primary 911 Secondary 734
g. State (16-17)	h. County (18-20)	k. Card no. (21)
49	015	1

SPECIAL USE PERMIT

Act of June 4, 1897

This permit is revocable and nontransferable
(Ref. FSM 2710)

"Act of October 21, 1976 (P.L. 94-579)."

Permission is hereby granted to Utah Power and Light Company

of P.O. Box 899, Salt Lake City, Utah 84110

hereinafter called the permittee, to use subject to the conditions set out below, the following described lands or improvements: Section 27, T17S., R7E., Section 26, T17S., R7E.

- Road No. 1, 4095 ft. to Coal lease #044025 (Grimes Wash-Wilberg Mine) boundary.
- Road No. 2, 925 ft. from lease line to intersection with Road No. 1.
- Water pipeline 8" diameter parallel Road No. 2, 925 ft., Road No. 1, 2050 ft., off road to Anderson Mine 2702 ft.
- Sewer line 6" diameter 925 ft. parallel Road #2, 3200 ft. parallel Road #1 to a waste drain field off National Forest land.

- Road No. 1 - 60 ft. wide 5.64 acres
 - Road No. 2 - 22 ft. wide .47 acres
 - .62 acres off road to Anderson Mine
- (includes part acreage of transmission lines)

This permit covers 6.73 acres and/or 1.46 miles and is issued for the purpose of:

- 1 and 2 - Access roads to mine
- 3 - Installation and maintenance of mine water line
- 4 - Installation and maintenance of sewer pipeline

1. Construction or occupancy and use under this permit shall begin within 1 months, and construction, if any, shall be completed within 3 months, from the date of the permit. This use shall be actually exercised at least 365 days each year, unless otherwise authorized in writing.

2. In consideration for this use, the permittee shall pay to the Forest Service, U.S. Department of Agriculture, the sum of * Forty Dollars (\$ 40.00) for the period from January 19 78, to December 31, 19 78, and thereafter annually on January 1 Sixty Dollars (\$ 60.00).

Provided, however, Charges for this use may be made or readjusted whenever necessary to place the charges on a basis commensurate with the value of use authorized by this permit.

* \$20.00 of the \$60.00 annual fee paid by Peabody B/C 146 for CY 1978
3. This permit is accepted subject to the conditions set forth herein, and to conditions 18 to 41 attached hereto and made a part of this permit.

PERMITTEE	NAME OF PERMITTEE	SIGNATURE OF AUTHORIZED OFFICER	DATE
	UTAH POWER AND LIGHT COMPANY	TITLE	
ISSUING OFFICER	NAME AND SIGNATURE	TITLE	DATE
		Acting Forest Supervisor	

18. (A-13) - A service charge in addition to the regular fees shall be made for failure to meet the fee payment due date or any of the dates specified for submission of statements required for fee calculation. The service charge shall be (1.0) percent per month of the fee from the date statement and fees were due or \$15, whichever is greater. If a due date falls on a nonworkday, the service charge will not apply until the end of the next workday.
19. (B-2) - During the performance of this permit, the permittee agrees:
- a. In connection with the performance of work under this permit, including construction, maintenance, and operation of the facility, the permittee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
 - b. The permittee and his employees shall not discriminate by segregation or otherwise against any person on the basis of race, color, religion, sex, or national origin by curtailing or refusing to furnish accommodations, facilities, services, or use privileges offered to the public generally.
 - c. The permittee shall include and require compliance with the above nondiscrimination provisions in any subcontract made with respect to the operations under this permit.
 - d. Signs setting forth this policy of nondiscrimination to be furnished by the Forest Service will be conspicuously displayed at the public entrance to the premises, and at other exterior or interior locations as directed by the Forest Service.
20. (B-4) - The permittee shall perform all work with explosives in such a manner as not to endanger life or property. All storage places for explosives and flammable material shall be marked "DANGEROUS." The method of storing and handling explosives and flammable materials shall conform to recommended procedures contained in the "Blasters Handbook," published by E. I. du Pont de Nemours & Company, and in all Federal, State, and local laws and regulations.
21. (B-8) - The permittee shall indemnify the United States against any liability for damage to life or property arising from the occupancy or use of National Forest lands under this permit.
22. (B-11) - The operation and maintenance of all sanitation, food-service, and water-supply methods, systems, and facilities shall comply with the standards of the local department of health and the United States Public Health Service.

The permittee shall dispose of all garbage and refuse in a place and manner specified by the Forest officer in charge.

23. (B-24) - The permittee shall carry on all operations in a workmanlike manner, having due regard for the safety of employees; and shall safeguard with fences, barriers, fills, covers, or other effective devices, pits, cuts, and other excavations which otherwise would unduly imperil the life, safety, or property of other persons.
24. (B-31) - Avalanches, rising waters, high winds, falling limbs or trees, and other hazards are natural phenomena in the forest that present risks which the permittee assumes. The permittee has the responsibility of inspecting his site, lot, right-of-way, and immediate adjoining area for dangerous trees, hanging limbs, and other evidence of hazardous conditions and, after securing permission from the Forest Service, of removing such hazards.
25. (C-2) - The permittee shall prepare site plans to show the location of all buildings, service areas, roads, and structures. Such plan shall be on a scale of $1'' = 20'$ with 10 foot contour intervals. The permittee is encouraged to consult with the Forest Service during the preparation of the site plan to ensure that it is adequate and to gain multiple use compliance. No construction shall be undertaken by the permittee prior to site plan approval.
26. (D-3) - The permittee shall protect the scenic esthetic values of the area under this permit, and the adjacent land, as far as possible with the authorized use, during construction, operation, and maintenance of the improvements.
27. (D-7) - The permittee shall be responsible for the prevention and control of soil erosion and gullying on the area covered by this permit and lands adjacent thereto, and shall provide preventive measures as required by specifications attached to and made a part of this permit.
28. (D-15) - The permittee shall take reasonable precautions to prevent pollution of or deterioration of lands or waters which may result from the exercise of the privileges extended by this permit.
29. "Unless sooner terminated or revoked in accordance with the provisions of the permit, this permit shall expire and become void upon issuance of a new authorization or one year after publication of regulations by the Secretary of Agriculture under the provisions of Title V, P.L. 94-579, whichever comes first, but a new authorization to occupy and use the same National Forest land will be issued provided the permittee will comply with the then-existing rules and regulations governing the occupancy and use of National Forest lands."
30. (F-7) - The permittee shall install fire extinguishers and firefighting apparatus of types, of capacities, in numbers, and at locations approved by the Forest Supervisor. This equipment shall be in readiness at all times for immediate use, and shall be tested each year, at such times as may be required by the Forest Supervisor.

31. (F-11) - A muffler or spark arrester satisfactory to the Forest Service shall be maintained on the exhausts of all trucks and tractors or other internal combustion engines used in connection with this permit.
32. (G-8) - The permittee shall provide maintenance so that at the termination of this permit, the road will be in a condition equal to that normally prevailing on roads of like standard, and unless otherwise agreed to, leadoff drainage and water barriers to prevent erosion will be constructed on the road as directed by the Forest Service.
33. (G-9) - Roads constructed under authority of this permit shall be subject to control by the permittee except:
 1. They shall at all times be open to use by Forest Service employees on official business.
 2. The Forest Service may issue permits authorizing use of the roads to other parties who own resources or lands served by the road: Provided, that such use will not materially interfere with the use by the permittee; and Provided further, that such parties will be required to bear proportionate maintenance costs under a written agreement with the permittee herein, or in accordance with arrangements specified by the Forest Service.
34. (X-3) - Nothing in this permit shall be construed to imply permission to build or maintain any structure not specifically named on the face of this permit, or approved by the Forest Service in the form of a new permit or permit amendment. Additional structures, requiring specific approval shall include, but are not limited to: signs, fences, nameplates, mailboxes, newspaper boxes, bathhouses, docks, pipelines, and television antenna.
35. (X-5) - The land herein described is subject to certain rights reserved by or outstanding in parties other than the United States, and nothing herein shall abridge said rights or authorize prevention or obstruction of the reasonable exercise thereof.
36. (X-6) - This permit is subject to the rights and privileges granted in mineral, oil, or gas leases covering this land which have been issued by an authorized agency of the United States, and this permit does not authorize the prevention or obstruction of the reasonable exercise of the rights and privileges granted by said mineral, oil, or gas leases.
37. (X-17) - If, during excavation work, items of substantial archeological or paleontological value are discovered, or a known deposit of such items is disturbed, the permittee will cease excavation in the area so affected. He will then notify the Forest Service and will not resume excavation until written approval is given.

38. (X-29) - No signs or advertising devices shall be erected on the area covered by this permit, or highways leading thereto, without prior approval by the Forest Service as to location, design, size, color, and message. Erected signs shall be maintained or renewed as necessary to neat and presentable standards.
39. (X-33) - This permit is granted with the express understanding that should future location of Government improvements or road rights-of-way require the relocation of the permittee's improvements, such relocation will be done by the permittee at his expense within sixty (60) days following request to relocate.
40. (X-49) - This permit shall not be exclusive. The Forest Service reserves the right to use or permit others to use any part of the permitted area for any purpose, provided such use does not interfere with the rights and privileges hereby authorized.
41. (X-81) - This permit confers no right to the use of water by the permittee.