



STATE OF
COLORADO

Simmons - DNR, Leigh <leigh.simmons@state.co.us>

Bear Coal Bond Forfeiture Project

1 message

Litteral - DNR, Jeff <jeff.litteral@state.co.us>

Tue, Jun 21, 2016 at 4:58 PM

To: Jim Stark - DNR <jim.stark@state.co.us>, Leigh Simmons - DNR <leigh.simmons@state.co.us>, "Welt, Kathy" <KWelt@archcoal.com>, doug.smith@oxbow.com, Erica Crosby <Erica.Crosby@state.co.us>, Tara Tafi <Tara.Tafi@state.co.us>

Hello

The Bear Coal Bond Forfeiture Project has been posted to the VSS system and is attached to this email. The prebid is scheduled for Tuesday, July 12 at 9:00 am. Doug we are going to honor Jim Kigars offer of having the meeting place there next to the railroad tracks across from the access road.

Please let me know if you have any questions/comments/concerns.

Thanks to all for assistance thus far

--

Jeff Litteral
Inactive Mines Reclamation Program
Project Manager



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Bear Coal Mine Bond Forfeiture Project.zip
3776K

STATE OF COLORADO

BID



COLORADO

Division of Reclamation,
Mining and Safety

Department of Natural Resources

Project Name: Bear Coal Mine Bond Forfeiture Project

Bid Number: PKA-16-772

Fund: Bond Forfeiture PC0102640

Pre-Bid Meeting Date: July, 12, 2016

Time: 9:00 am

Bid Submittal Date: July 26, 2016

Time: 4:00 pm

Bid Opening Date: July 26, 2016

Time: 10:00 am

To: Purchasing Agent
Division of Reclamation, Mining and Safety
1313 Sherman St., Rm. 215
Denver, Colorado 80203

Total Bid \$ _____

Receipt of Addenda Nos. _____

is Hereby Acknowledged _____

- BID:** The undersigned bidder proposes to furnish all the labor and materials and to perform all the work required for the complete and prompt execution of everything described or shown in or reasonably implied from the Bidding Documents, including the Drawings and Specifications, for the base bid above indicated, and according to the attached Bid Schedule.
- EXAMINATION OF DOCUMENTS AND SITE:** The bidder has carefully examined the Bidding Documents, including the Drawings and Specifications, and has examined the site of the work, so as to make certain of the conditions at the site and to gain a clear understanding of the work to be done.
- PARTIES INTERESTED IN BID:** The bidder hereby certifies that the only persons or parties interested in this Bid are those named herein, and that no other bidder or prospective bidder has given any information concerning this Bid.
- BID GUARANTY:** This Bid is accompanied by the required Bid Guaranty. You are authorized to hold said Bid Guaranty for a period of not more than thirty (30) days after the opening of the Bids for the work above indicated, unless the undersigned bidder is awarded the Contract, within said period, in which event the Director, Division of Reclamation, Mining and Safety may retain said Bid Guaranty, until the undersigned bidder has executed the required Agreement and furnished the required Performance Bond, Labor and Material Payment Bond, Insurance Policy, Certificates of Insurance and any other documents required by the Special Conditions.
- TIME OF COMPLETION:** The bidder agrees to complete the entire project within 30 calendar days from the Notice to Proceed, subject to Article 33 TIME OF COMPLETION and Article 39 LIQUIDATED DAMAGES, of The General Conditions of the Contract. If awarded this work, the bidder agrees to begin work within ten (10) days from the date of the Notice to proceed and agrees to prosecute the work with due diligence to completion.
- EXECUTION OF DOCUMENTS:** The bidder understands that if this Bid is accepted, he must execute the required Agreement and furnish the required Performance Bond, Labor and Material Payment Bond, Insurance Policy and Certificates of Insurance and any other documents required by the Special Conditions within ten (10) days from the date of the Notice of Award.
- LATE BIDS:** Unless there are extraordinary circumstances for which the Purchasing Director may approve a bid received after the time and date due it will be rejected per R-24-103-202a-07(a), Colorado Procurement Code and Rules.
- The right is reserved to waive informalities and to reject any Bid.**

(TYPE/PRINT NAME UNDER ALL SIGNATURES) Dated this _____ day of _____, 20__

THE BIDDER

Signature

Name and Title (Typed or Printed)

Company Name

Address

Phone #

Signatures: If the Bid is being submitted by a Corporation, the Bid should be signed by an officer, i.e., President or Vice President.

If the Bid is being submitted by an individual or a partnership, the Bid shall so indicate and be properly signed.

**Bear Coal Mine Bond Forfeiture Project
Bid Schedule**

PKA-16-772

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	FUNDING
1.0	Mobilize/ Demobilize	1	Job	N/A	\$_____	Bond Forfeiture
2.0	SHEAP	1	Job	N/A	\$_____	Bond Forfeiture
3.0	Excavate spring diversion channel	400	Lineal Foot	\$_____/ft	\$_____	Bond Forfeiture
4.0	Rip and reveg.- east project area	2.5	Acre	\$_____/Ac	\$_____	Bond Forfeiture
5.0.	Drain pond/ water reveg. area	1	Job	N/A	\$_____	Bond Forfeiture
6.0	Dredge treatment pond/stockpile	1	Job	N/A	\$_____	Bond Forfeiture
7.0	Backfill treatment pond	1	Job	N/A	\$_____	Bond Forfeiture
8.0	Reveg. treatment pond area	1	Acre	\$_____/Ac	\$_____	Bond Forfeiture
9.0	Sediment pond construction	1	Job	N/A	\$_____	Bond Forfeiture
10.0	Seal alluvial wells	1	Job	N/A	\$_____	Bond Forfeiture
11.0	Final revegetation	1	Acre	\$_____/Ac	\$_____	Bond Forfeiture
12.0	Sediment and Erosion Control					
12.1	Procure and Install Excelsior bales	200	feet	\$_____/ft	\$_____	Bond Forfeiture
12.2	S-fence	50	feet	\$_____/Ft	\$_____	Bond Forfeiture

**DO NOT AMEND ANY PART OF THIS BID SCHEDULE
ALL PAGES OF THIS BID SCHEDULE MUST BE RETURNED
ALL LINES ITEMS MUST BE COMPLETED**

**Bear Coal Mine Bond Forfeiture Project
Bid Schedule**

PKA-16-772

ADDITIONAL BID ITEMS - NOT GUARANTEED						
13.0	Provide and Install Live Plants	1	Job	N/A	\$_____	Bond Forfeiture
14.0	EQUIPMENT TIME					
14a	Additional Excavator Time	16	Hour	\$_____/hr	\$_____	Bond Forfeiture
14b	Additional Bulldozer Time	16	Hour	\$_____/hr	\$_____	Bond Forfeiture
GRAND TOTAL					\$_____	

DO NOT AMEND ANY PART OF THIS BID SCHEDULE

ALL PAGES OF THIS BID SCHEDULE MUST BE RETURNED

ALL LINES ITEMS MUST BE COMPLETED



STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAMS

BID BOND

Institution/Agency: _____

Project No./Name: _____

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, _____ hereinafter called the "PRINCIPAL", is submitting a PROPOSAL for the above described project, to the STATE OF COLORADO, hereinafter called the "OBLIGEE".

WHEREAS, the Advertisement for Bids has required as a condition of receiving the Proposals that the Principal submit with the PROPOSAL GUARANTY in an amount not less than five per cent (5%) of the Proposal, which sum it is specifically agreed is to be forfeited as Liquidated Damages in the event that the Principal defaults in his obligation as hereinafter specified, and, in pursuance of which Requirement, this Bid is made, executed and delivered.

NOW THEREFORE, the Principal and _____ a corporation of the State of _____, duly authorized to transact business in Colorado, as Surety, are held and firmly bound unto the Obligee, in the sum of five per cent (5%) of the Principal's total bid price, lawful money of the United States for the payment of which sum, well and truly to be made to the Obligee, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

FURTHER THAT, a condition of the obligation that the Principal shall maintain his Proposal in full force and effect for thirty (30) days after the opening of the proposals for the project, or, if the Principal's Proposal is accepted, the Principal shall, within the prescribed time, execute the required Agreement, furnish the required Performance Bond, Labor and Material Payment Bond, Insurance Policy, and Certificates of Insurance, then this obligation shall be null and void, otherwise it shall remain in full force and effect, and subject to forfeiture upon demand as Liquidated Damages.

IN WITNESS WHEREOF said Principal and Surety have executed this Bond, this _____ day of _____, A.D., 20_____.

(Corporate Seal)

ATTEST

Secretary

Name (Print)

THE PRINCIPAL

Company Name

Address (including city, state and zip)

Phone number: _____

Signature

Name (Print) and Title

SIGNATURES

If the "Principal" is doing business as a Corporation, the Bid Bond shall be signed by an officer, i.e., President or Vice President. The signature of the officer shall be attested to by the Secretary and properly sealed.

If the "Principal" is an individual or a partnership, the Bid Bond shall so indicate and be properly signed.

(Corporate Seal)

THE SURETY

By _____

Attorney-in-Fact

**THIS BOND MUST BE ACCOMPANIED BY POWER OF ATTORNEY, EFFECTIVELY DATED.
FAILURE TO PROVIDE A PROPERLY EXECUTED BID BOND WITH A PROPERLY EXECUTED POWER OF
ATTORNEY WILL RESULT IN THE BIDDER'S PROPOSAL BEING DEEMED NON-RESPONSIVE.**

LIST OF EQUIPMENT OFFERED

Under the headings below, list all equipment which you offer to perform the work described in the Bid. Please see "List of Equipment Offered" in the Special Conditions.

ITEM	MAKE	MODEL NUMBER	SERIAL NUMBER	YEAR MANUFACTURED

THIS PAGE MUST BE RETURNED WITH YOUR BID
OR THE BID MAY BE CONSIDERED NON-RESPONSIVE

PAGE 1 OF 1 PAGE

SPECIAL CONDITIONS

Bear Coal Mine Bond Forfeiture Project

PKA-16-772

PROJECT LOCATION

The project is located in the town of Somerset, Colorado, 10 miles north of Paonia on Highway 133. Please see the attached maps.

WORK SUMMARY

The project will include bond forfeiture required reclamation work under the former permitted Bear Coal Mine (Permit C-1981-033). Work includes excavating a diversion ditch to redirect a spring discharge away from the treatment pond to the North Fork of the Gunnison River. The treatment pond will be drained and backfilled with the bermed material previously excavated from the pond. The bottom sediment from the pond will be dredged and stockpiled for use as topsoil. The sediment pond culvert will be removed and the emergency spillway excavated and reclaimed. An estimated total of 4.5 acres of disturbed areas will be revegetated.

PRE-BID MEETING AND SITE SHOWING

A mandatory pre-bid meeting and site showing will meet in the vacant lot across Highway 133 (north) of the vacant Café in Somerset, Colorado just west of 8th street and directly adjacent to the railroad track for Oxbow West Elk mine on Tuesday, July 12, 2016 at 9:00 a.m.

NOTE: The nearest reliable cell phone coverage in relation to the pre-bid site is 18 miles away. If questions about the pre-bid meeting location contact the PROJECT MANAGER prior to the pre-bid meeting as there will be no cell coverage at the pre-bid location.

The Pre-bid Meeting is for the purpose of showing prospective bidders the work site and vicinity. Bidders are advised to be prompt. A sign-in sheet will be available at the Pre-Bid meeting for firms to register their attendance. It is the bidder's responsibility to make certain their attendance and all contact information is recorded completely and legibly on the sign-in sheet. **If the contractor does not provide all information in legible form on the pre-bid sign-in sheet, DRMS is unable to make contact with the bidder for forwarding amendments or notices. The bidder will be considered unresponsive, and may be disqualified from the bidding process.**

Please review Meeting Requirements PRIOR to the meeting. All interested bidders MUST attend. *Bidding documents must be obtained prior to the pre-bid meeting.* Documents that cannot be loaded to the VSS System are the ONLY documents that will be distributed at the Pre-Bid Meeting.

Each individual may represent him/herself or a single company for the purpose of bidding. Signing the Pre-Bid Meeting attendance list to represent more than one person or company is not permitted. Failure to sign-in and out or to attend the entire meeting will be cause for rejection of a bid.

THIS PRE-BID MEETING INVOLVES INSPECTION OF HAZARDOUS AND UNSTABLE MINE OPENINGS. THE SAFETY OF PROSPECTIVE BIDDERS IS OF UTMOST IMPORTANCE TO THE DIVISION OF RECLAMATION, MINING AND SAFETY. NO ONE WILL BE ALLOWED WITHIN 15 FEET OF ANY VERTICAL MINE OPENING WITHOUT PROPER SAFETY EQUIPMENT

INCLUDING: SAFETY BELT OR HARNESS PROPERLY SECURED TO A SAFETY LANYARD AND ANCHOR. NO ONE WILL BE ALLOWED TO EXAMINE ANY HORIZONTAL MINE OPENING WITHOUT WEARING A HARD HAT.

Bidders are cautioned that, notwithstanding any remarks or clarifications given at this meeting and site showing, all terms and conditions of the contract documents remain unchanged unless they are changed by written amendment issued by the OWNER. If the answers to questions, or any amendment to the contract documents create ambiguities, it is the responsibility of the bidder to seek clarification prior to submitting a bid.

BID SUBMITTAL

The Deadline for all bids to be submitted is no later than 4:00 p.m. on Tuesday, July 26, 2016.

All bids need to be submitted as sealed bids in single copy for the work described herein by mail, fax, over-night service or in person until the date and time specified above at the Colorado Division of Reclamation, Mining and Safety, 1313 Sherman Street, Suite 215, Denver, Colorado 80203. **Due to VSS issues, the system is temporarily unable to accept bids electronically.**

A responsive bid must include the following, properly completed:

- Bid Form
- Bid Schedule
- Bid Bond
- List of Equipment

This is a sealed bid. Telegraphic or electronic (FAX, Western Union, Telex, etc.) bids will NOT be accepted directly by the Division of Reclamation, Mining and Safety in response to this bid.

Bid Form. Bids shall be submitted on the bid form furnished. Bids must be manually signed in ink. All bid items must be priced or the bid will be disqualified. In case of error in the extension of price, the unit price shall govern. If a Bid Schedule is included it must also be returned with the bid. The quantities listed on which unit prices are requested are estimates only. The prices indicated on the Bid Schedule and included in the Contract Documents shall include the cost of all labor and materials, equipment and services, and all other expenses necessary for the completion of the work. Alternate bids will not be accepted. Bids must be signed as follows:

If the Bidder is a corporation: The bid must be signed by an officer (President or Vice President), and the title indicated.

If the Bidder is a proprietorship: The Owner must sign the bid and print or type his name, the business name.

If the Bidder is a partnership: The majority or general partner must sign the bid. The same person must sign the contract, if awarded. Also include the company name.

Bid Bond. A bid bond is required for all jobs over \$50,000.00. A bid guarantee in an amount not less than five percent (5%) of the total bid price must be submitted in the form of a firm commitment, such as a bid bond, bank money order, certified check or cashier's check. Checks or money orders should be made payable to the Treasurer, State of Colorado. If a bid bond is submitted, the State form shall be used. An irrevocable letter of credit is not acceptable as a bid guarantee. Bid guarantees, other than bid bonds, will be returned (a) to unsuccessful bidders as soon as practicable after the opening of bids, and (b) to the successful bidder upon execution of

such further contractual documents and bonds (including any necessary coinsurance or reinsurance agreements) as may be required by the bid as accepted.

Failure to furnish a bid guarantee in the proper form and amount by the time set for opening of bids may be cause for rejection of the bid.

If the successful bidder, upon acceptance of his bid by the OWNER, fails to execute such further contractual documents, and give such bond(s) (including any necessary coinsurance or reinsurance agreements) as may be required within ten (10) days after receipt of the Notice of Award, the contract may be terminated for default. In such event the CONTRACTOR shall be liable for any cost of procuring the work which exceeds the amount of his bid, and the bid guarantee shall be available toward offsetting such difference.

BID OPENING DATE

The bid opening date for this project is Wednesday, July 27, 2016 at 10:00 am.

All bid openings are open to the public and bidders are welcome to attend and record the bid results. A written tabulation of the Bid results will be available to those bidders who submit an email address or a clearly-visible, self-addressed, stamped envelope with their bid. Please allow two weeks for receipt of Bid results. **Telephone requests cannot be honored because of time constraints.**

Performance and Payment Bonds – ARE REQUIRED for bids over \$50,000.00.

The contractor shall furnish a labor and material payment bond for 100 percent of the original contract price and a performance bond for 100 percent of the original amount of the contract. The bonds are required by State Law, Title 24-105,202,203, C.R.S., as amended. The bonds shall be submitted using the State forms. A certified or cashier's check or bank money order may be accepted in lieu of the bonds. If a surety other than a bond is used, the State will hold fifty percent (50%) of the surety until the final settlement date and fifty percent (50%) for six (6) months after the final settlement date.

RETAINAGE

If the bid amount is between \$50,000.00 and \$149,999.00, 10 percent retainage will be withheld until the project has been satisfactorily completed and advertised. If the bid amount is \$150,000.00 or over, 5% retainage will be withheld until the project has been satisfactorily completed and advertised.

List of Equipment Offered. The List of Equipment Offered form must be returned with each bid. All equipment to be used on the project must be listed. The CONTRACTOR must own, have a current lease for the equipment intended to be used to perform the work, or must furnish a statement of arrangements to rent, or otherwise procure, adequate equipment to perform the work. Inclusion of a piece of equipment on the List of Equipment Offered represents a commitment to devote that piece of equipment to the project work for the entire duration of the project. If several contractors propose to join together to perform the work under this contract, equipment owned or controlled by each should be listed and the owner identified. A contract will not be awarded to a bidder who in the opinion of the OWNER (a) does not have adequate equipment, or (b) does not have firm and satisfactory arrangements to obtain adequate equipment to perform the work described in the Invitation and Bid.

If the List of Equipment Offered is not submitted with the bid, the bid may be considered non-responsive.

BID AWARD

Award will be made with reasonable promptness, by written notice to the low responsive and responsible bidder whose bid meets the requirements and criteria set forth in the Invitation for bid. These criteria will include, but not be limited to the lowest GRAND TOTAL PRICE, corrected if necessary for errors in price extension and/or addition, on the Bidder's equipment if a List of Equipment Offered is required with the bid, and capability to meet the performance time requirements. The GRAND TOTAL PRICE will be used for comparing bids only.

To be considered responsive and responsible, bidders may not have a Below Standard "(1)", OVERALL (Final) performance rating in the Colorado Contract Management System (CMS), for any construction project completed for Colorado in the last five years, per C.R.S. 24-105-1(2)

Additive Alternates. The lowest responsible bid, taking into account the Colorado resident bidder preference, Article 14 of the General Conditions, will be determined by and the contract will be awarded on the base bid plus all additive alternates, to the extent that the addition of alternates results in a sum total within available funds to finance the contract. Additive alternates will be used in determining the lowest responsible bidder, adding in the numerical order listed. An equal number of alternates shall be added to the base bid of each bidder within funds available to finance the contract for the purposes of determining the lowest responsible bidder. If this bid exceeds such amount, the right is reserved to reject all bids.

GENERAL BID SPECIFICATIONS

The Colorado Inactive Mine Reclamation Program *General Bid Specifications 2009*, which include General Conditions, Standard Work Specifications, and Standard Drawings and Figures are intended to complement these Special Conditions. The Special Conditions combined with the *General Bid Specifications 2009* form the complete Invitation and Bid document. Please refer to the Standard Work Specifications for all applicable types of work required in the Special Conditions. The General Conditions apply to all work covered in the Special Conditions. Copies of the General Bid Specifications are available at the Pre-Bid Meeting or from the Division of Reclamation, Mining and Safety (CDRMS), 1313 Sherman Street, Room 215, Denver, Colorado 80203 (303) 866-3567.

PROJECT DATES

The project is scheduled for construction between October 3, 2016 and November 2, 2016. This includes ten (10) days mobilization time. These dates are tentative and may change.

TIME OF COMPLETION

The time of completion allowed for the project is 30 calendar days after receipt of the Notice to Proceed. This includes ten (10) days mobilization time.

LIQUIDATED DAMAGES

The liquidated damages for this project will be \$400.00 per day. Please see *General Conditions*, Article 39.

NOTICE OF AWARD AND EXECUTION OF DOCUMENTS

A Notice of Award will be sent to the apparent low bidder with reasonable promptness. The contract signing date and time will be set for fourteen (14) days after the bid is awarded. The Division of Reclamation, Mining and Safety must receive the following:

- (a) Executed Agreement;
- (b) Fully-executed Performance and Payment Bonds, accompanied by appropriate Power of Attorney, if required;
- (c) Certificates of Insurance showing proof of required coverage and Additional Insured Endorsement;
- (d) Project schedule;
- (e) *AML Contractor Ownership and Control Form*;
- (f) *Minority (MBE)/women (WBE) Business Participation form*;
- (g) *Three-Way Agreement for Reclamation Activities*, if required by the Special Conditions;
- (h) A list of all subcontractors to be used on the project, the work tasks and dollar value to be subcontracted to each, and
- (i) Completed W-9 forms, if required (for contractors new to the State).
- (j) Project Schedule

Please consult Articles 2-7 of the *General Conditions*.

If the above documents are not submitted properly by the contract signing date, the Division of Reclamation, Mining and Safety may elect to award the contract to the next lowest bidder. Bidders are advised to keep close contact with CDRMS during this period.

THREE-WAY AGREEMENT

A three way "Agreement for Reclamation Activities" **is required** for this job. Please see Article 4 of the *General Conditions* for the applicable insurance requirements.

CONDITIONS AFFECTING THE WORK

In addition to examining the drawings and specifications, completion schedule, and other instructions, bidders shall visit the site and take such other steps as may be reasonably necessary to ascertain the nature and location of the work, including average climatic conditions and the general and local conditions which can affect the work or the cost thereof. Failure to do so will not relieve bidders from responsibility for estimating properly the difficulty or cost of successfully performing the work.

PROJECT FUNDING

This project is funded 100% through monies made available to the State of Colorado through revocation of bond monies retained by the Division of Reclamation, Mining and Safety for Reclamation of this previously permitted mining operation.

AMERICANS WITH DISABILITIES ACT

All programs, services and activities of the Department of Natural Resources, Division of Reclamation, Mining and Safety and the Colorado Mined Land Reclamation Board are operated in compliance with the Americans with Disabilities Act. Questions, complaints and requests for additional information may be directed to ADA Coordinator, Department of Natural Resources, 1313 Sherman Street, Room 415, Denver, CO 80203.

CORA DISCLOSURE

To the extent not prohibited by federal law, this Contract and the performance measure and standards under CRS 24-103.5-101, if any, are subject to public release through the Colorado Open Records Act, CRS 24-72-101, et. seq.

STATEWIDE CONTRACT MANAGEMENT SYSTEM

[This section shall apply when the Effective Date is on or after July 1, 2009 and the maximum amount payable to Contractor hereunder is \$100,000 or higher]

By entering into this Contract, Contractor agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state contracts and inclusion of contract performance information in a statewide contract management system.

Contractor's performance shall be evaluated in accordance with the terms and conditions of this Contract, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation of Contractor's performance shall be part of the normal contract administration process and Contractor's performance will be systematically recorded in the statewide Contract Management System. Areas of review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Contractor's obligations under this Contract shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of the Statement of Project of this Contract. Such performance information shall be entered into the statewide Contract Management System at intervals established in the Statement of Project and a final review and rating shall be rendered within 30 days of the end of the Contract term. Contractor shall be notified following each performance and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance evaluation determine that Contractor demonstrated a gross failure to meet the performance measures established under the Statement of Project, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Department of Natural Resources, and showing of good cause, may debar Contractor and prohibit Contractor from bidding on future contracts. Contractor may contest the final evaluation and result by: (i) filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or (ii) under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Contractor, by the Executive Director, upon showing of good cause.

INDEMNIFICATION

Contractor shall indemnify, save and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses and attorney fees and related costs, incurred as a result of any act or omission by Contractor or its employees, agents, subcontractors, or assignees pursuant to the terms of this contract.

PROJECT WORK DESCRIPTION

The project work will include bond forfeiture reclamation work under the former permitted coal mine requirements (Permit C-1981-033). A drainage ditch will be excavated to redirect a spring discharge away from the treatment pond to discharge to the North Fork of the Gunnison River just south of the access bridge. The entire disturbed area of the permitted boundary will be severely scarified and seeded and mulched. The treatment pond will be drained and the water will applied via a pump sprinkler(s) system to the revegetated area. An earthen bridge will be constructed to the center of the treatment pond to allow excavation and stockpiling of wet organic rich pond sediment. The bermed material excavated for creation of the treatment pond will be used to

backfill the treatment pond. The stockpiled pond bottom sediment will be spread across the remaining area needing revegetation for use as a seedbed. The sediment pond culvert will be removed and the excavation area reclaimed. The surface drainage will be directed to the emergency spillway to not allow storage of water in the sediment pond. Revegetation of all disturbed areas are estimated to total 4.5 acres, including 2.5 acres for the eastern edge, 1 acre for the treatment pond and 1 acre final revegetation.

See the attached drainage map for general description of work items and locations related to the project area.

NOTE: THE ORDER OF THE FOLLOWING TASKS SHALL BE CONDUCTED AS OUTLINED IN THESE SPECIAL CONDITIONS, AND AS LISTED BELOW. ANY DEVIATION WITH THE ORDER IN WHICH THESE TASKS ARE COMPLETED MUST BE APPROVED BY THE PROJECT MANAGER.

ITEM 12.0 Sediment and Erosion Control

ITEM 3.0 Construct spring discharge diversion channel

ITEM 4.0 Rip and revegetate east area

ITEM 5.0 Drain pond and water revegetation area

ITEM 6.0 Dredge treatment pond and stockpile dredged material

ITEM 7.0 Backfill of treatment pond

ITEM 8.0 Revegetation of treatment pond area

ITEM 9.0 Sediment pond construction

SITE ACCESS

The bridge across the North Fork of the Gunnison River accessing the site is of unknown stability. ANY EQUIPMENT TAKEN ACROSS THE BRIDGE IS AT THE CONTRACTORS OWN RISK AND THE CONTRACTOR ACCEPTS ALL LIABILITIES RESULTING FROM CROSSING THE BRIDGE WITH ANY EQUIPMENT OR MOTORIZED VEHICLES.

THE BRIDGE HAS BEEN DETERMINED TO BE OF HISTORICAL SIGNIFICANCE, THEREFORE THE DECKING OF THE BRIDGE MUST BE ARMORED. ARMORING WILL CONSIST OF REMOVABLE STEEL DECKING OR APPROVED MATERIAL BEFORE CROSSING WITH ANY EQUIPMENT, TRUCKS, ATV'S OR ANY WHEELED OR TRACKED EQUIPMENT.

A RIVER FORDING OF THE NORTH FORK OF THE GUNNISON DURING LOW WATER IS ALLOWABLE FOR HEAVY EQUIPMENT ACCESS WITH THE COORDINATION AND NOTIFICATION OF THE PROJECT MANAGER. NO IMPROVEMENTS OF THE RIVERBANKS OR FILL CAN BE PLACED IN THE RIVER UNDER ANY CIRCUMSTANCES. RIVERBANK IMPROVEMENT OR PLACEMENT OF FILL WILL BE NOT BE ALLOWED AND MAY RESULT IN ENFORCEMENT OF THE U.S. ARMY CORPS OF ENGINEERS REGULATIONS. ALL EQUIPMENT MUST FREE OF ALL SOIL AND EXTRANEIOUS GREASE OR OIL.

A map of the required river crossing access route is attached.

Item 1.0: Mobilization/Demobilization

Mobilization/Demobilization will include the cost of cleaning equipment (see Noxious Weeds below), moving equipment and supplies into the project site, minimal improvement of roads, reclaiming roads to their pre-construction condition, and removal of the remaining supplies and equipment at the completion of the project. Task shall include costs associated with managing traffic control, including signage and flagging, during haulage of equipment and construction.

NOTE: Access to the bridge requires removing two existing concrete traffic jersey barriers blocking the bridge entrance. SEE SITE ACCESS SECTION ABOVE FOR ADDITIONAL MOBILIZATION

REQUIREMENTS. These traffic jersey barriers will be replaced to block the bridge entrance at the end of the project.

Contractor MUST comply with the following provisions during performance of this Project:

CONTRACTOR will dispose of waste materials, including but not limited to refuse, garbage, sanitary wastes, spent solvents; oil and other petroleum products off of the Project Area in accordance with applicable laws and regulations. **CONTRACTOR** will specify to **PROJECT MANAGER** proposed methods for all waste collection and disposal, modes of waste transport, and waste disposal facilities and locations **CONTRACTOR** and subcontractors will use while performing the work, including making any necessary arrangements for waste collection and disposal. Any fees or charges required to be paid for collection, transport or disposal of waste materials shall be paid by **CONTRACTOR**.

At its expense, **CONTRACTOR** will comply with all applicable federal, state, and local laws, ordinances, rules and regulations relating to the work, the site, and any materials and/or equipment provided by **CONTRACTOR**.

Upon completion of the work under this Contract, the **CONTRACTOR** shall remove all temporary facilities, temporary infrastructure and equipment. The **CONTRACTOR** shall remove from the work site all rubbish, unused materials, and leave all areas in good order and condition, subject to the approval of the **PROJECT MANAGER**.

Noxious Weeds

In an attempt to mitigate the rampant spread of noxious weeds from one area to another, there will be a mandatory inspection of all equipment to be used during the course of construction at the project site. Prior to inspection, it is the responsibility of the Contractor to employ whatever cleaning methods are necessary to ensure that all equipment is free of soil, seeds, vegetative matter, or other debris that could contain or hold seeds. Equipment shall be considered clean when a visual inspection determines the equipment free of such material. The **CONTRACTOR** will be required to notify the **PROJECT MANAGER** in advance of mobilizing equipment on site to arrange for inspection.

Measurement and payment

No measurement for payment shall be made for mobilization and demobilization. Equipment cleaning and inspection costs for river crossing and noxious weed mitigation shall be included in the Mobilization/Demobilization bid item. Payment of two-thirds of the lump sum price bid for Item 1.0 of the Bid Schedule may be made with the first monthly progress payment after completion of the work described above for mobilization. Payment of one-third of the lump sum price bid for mobilization will be made with the progress payment following completion of all work. In the event the price bid for mobilization and demobilization items is greater than 15 percent (15%) of the total contract price, original invoices supporting the mobilization costs will be required before payment is approved.

ITEM 2.0: Project Safety, Health, and Environmental Action Plan (SHEAP)

The job will involve working around inactive mine features and hazards, and it is the responsibility of the **CONTRACTOR** to be aware of all OSHA regulations which apply to this contract. This task includes all the Contractor's expenses for employee time, labor, materials, and safety equipment and safety training necessary for preparing and executing a job safety plan. The Successful Bidder will be required to prepare the Project Safety Plan (SHEAP) and submit it for review and approval to the DRMS. The **CONTRACTOR** is required to develop and implement a Project Safety Plan in

conjunction with project implementation. PROJECT MANAGER must receive the Project Safety Plan within five (5) working days of Notice to Proceed date. It is expected that the Project Safety Plan will be comprehensive and sufficiently detailed so that every member of the work crew (including sub-contractors) on site understands their responsibilities and the responsibilities of CONTRACTOR to ensure a safe and injury free work place.

The Project Safety Plan must be submitted to:

Jeff Litteral
Division of Reclamation, Mining & Safety
P.O. Box 2058
Ridgway, CO 81432
(970) 216-1330
jeff.litteral@state.co.us

At a minimum, the plan **MUST** provide specific, detailed responses to the attached list of safety concerns that are likely to present themselves during the course of Project completion. When developing the Project Safety Plan, please list specific types of equipment to be provided by CONTRACTOR, including subcontractor(s), in order to address the safety concern, or specifically state the actions to be taken by CONTRACTOR, including crew and subcontractor(s) order to address the safety concern.

It is expected that the Project Safety Plan will be site specific, comprehensive and sufficiently detailed so that every member of the work crew on site understands their responsibilities and the responsibilities of CONTRACTOR to ensure a safe and injury free work place.

Upon receipt of the SHEAP, the OWNER will either accept the plan, or request that more detail be provided.

The CONTRACTOR and their employees or sub-contractors are expected to follow the SHEAP during performance of every component of the Project. If the PROJECT MANAGER determines that the SHEAP is not being followed, either in whole or in part, the Project may be immediately suspended, without stopping the job clock, until such time as the SHEAP is implemented.

Measurement and Payment

There will be no measurement for payment. Payment for this task shall be for the lump sum bid price under Item 2.0 of the Bid Schedule. This lump sum bid will cover all costs for developing and implementing the SHEAP, including writing and revising the plan as required, provisions and maintenance of safety equipment and personnel, conduct of daily safety meetings, and all other items necessary and incidental to fulfilling the requirements of this task and of the SHEAP. Payment will be made after approval from the PROJECT MANAGER. ***Payment for this task will be made only on the final invoice (before retainage).***

ITEM 3.0 Construct spring discharge diversion channel

This task involves excavating a sinuous diversion channel as marked by PROJECT MANAGER approximately 400 feet long by 3 feet wide at bottom and 18 inches deep with side slope angles of 1.5:1 with a minimum slope of 2%. The channel will be excavated from the area of the spring discharge to the riverbank of the North Fork of the Gunnison River (see attached map). The channel will tie in to the current discharge ditch. Construction will not take place in the floodplain of the North Fork of the Gunnison River. The area near the ditch discharge point contains several previously treated tamarisk trees. The excavator will be used to remove the tamarisk tree and root wad and

remove them from the site. See attached water drainage map for general location of the diversion channel outlined in red.

Measurement and Payment

Measurement and payment will be made by the lineal foot of diversion ditch excavated. PROJECT MANAGER will measure the lineal feet of ditch line installed and accepted and report the measured footage to the CONTRACTOR. It is estimated 400 feet of ditch will be constructed. The price bid shall include all costs for labor, materials, equipment and all other items necessary for provision and installation of the diversion ditch and tamarisk removal as described in these specifications. Payment will be made only for the unit price bid in the Item 3 of the Bid Schedule, and as work is completed and accepted by PROJECT MANAGER.

ITEM 4.0 Rip and revegetate east project area

This task involves severely scarifying the disturbed eastern edge of the project area as marked in the field by the PROJECT MANAGER, estimated at 2.5 acres. The ripper blades of the bulldozer will trench six inches (6") deep across the entire area in three passes at varying angles to ensure the ground is deeply disturbed prior to seeding. Scarification with the excavator bucket is acceptable alternative to bulldozer ripping. The scarification dimensions shall be 36" X 36" and 12" deep and spaced less than six inches apart to severely roughen the entire area. Revegetation of the scarified area will commence immediately after scarification and shall be conducted according to specifications outlined in Revegetation Requirements section of this bid document. The general area to be scarified is outlined on the water drainage map in yellow.

Measurement and Payment

Measurement and payment will be made by the acreage prepared for revegetation. PROJECT MANAGER will measure the revegetation acreage and report the measured acreage, estimated to be 2.5 acres to the CONTRACTOR. The price bid shall include all costs for labor, materials, equipment and all other items necessary for revegetation as described in these specifications. Payment will be made only for the unit price bid in the Item 4.0 of the Bid Schedule, and as work is completed and accepted by PROJECT MANAGER.

ITEM 5.0 Drain pond and water revegetation area

The approximately 1 to 2 acre-feet of water located in the existing treatment pond will be drained with an appropriately sized pump and sprayed via movable gun cart tripod style sprinkler system or approved equivalent to adequately cover the revegetated area. Spraying of the revegetated area will commence as soon as the seed and mulch are applied. Spraying will continue until the pond has completely drained. The sprinkler system will be removed once the pond is drained.

Measurement and Payment

There will be no measurement for payment. Payment for this task shall be for the lump sum bid price under Item 5.0 of the Bid Schedule. This lump sum bid will cover all costs for installing and operating the pump and sprinkler system. This includes costs for pump, hosing, sprinkler system, moving of sprinklers during water application and removal of all equipment after the pond is drained. Payment will be made after approval from the PROJECT MANAGER.

ITEM 6.0 Dredge treatment pond and stockpile dredged material

The accumulated organic rich sediment on the bottom of the treatment pond will be used as a seedbed for the revegetation of the backfilled treatment pond. This task will include construction of an earthen land bridge to allow an excavator to remove the top three feet of saturated bed sediment. This material will be stockpiled adjacent to the southeastern edge of the treatment pond. An estimated 1,000 cubic yards of material will be removed from the treatment pond. Dependent on

conditions of the pond bottom sediments drying of the materials prior to backfilling of the pond may be necessary.

The pond contains an outlet culvert in the southeast corner of the pond. The culvert will be removed and properly disposed.

Measurement and Payment

There will be no measurement for payment. Payment for this task shall be for the lump sum bid price under Item 6.0 of the Bid Schedule. This lump sum bid will cover all costs for constructing the earthen land bridge, removal and stockpiling of the pond sediment, and culvert demolition and disposal. Payment will be made after approval from the PROJECT MANAGER.

ITEM 7.0 Backfill of treatment pond

After removal of the pond sediment, the bermed material surrounding the treatment pond will be used to backfill the pond. Material will be placed in one foot lifts and compacted by tracking of equipment on site. The pond surface area is approximately 0.3 acres and it assumed volume wise there is enough material, estimated at 3,000 cubic yards, to achieve final grade. The final grade of the pond will allow positive drainage from the eastern edge of the treatment pond to the existing sediment pond area. Reference the attached final contour map for grading purposes. The stockpiled bottom sediment will be spread six inches to one foot thick across the entire cut/fill area under Bid Item 8. The use of equipment to excavate the bermed material will not disturb the existing vegetation beyond the edge of the bermed material on the north and eastern sides of the treatment pond. Disturbance of the existing vegetation in the sediment pond area will be kept to a minimum, no disturbance of the wetland area as evidence by the existing cattails will be allowed.

Measurement and Payment

There will be no measurement for payment. Payment for this task shall be for the lump sum bid price under Item 7.0 of the Bid Schedule. This lump sum bid will cover all costs for backfilling the treatment pond with the bermed materials. An estimated 3,000 cubic yards of fill will be moved and graded to allow for drainage towards the sediment pond and match final contour map. Payment will be made after approval from the PROJECT MANAGER.

ITEM 8.0 Revegetation of treatment pond area

Once the pond backfill is completed the stockpiled pond bottom sediment is spread six inches to one foot thick over the cut and backfilled area, revegetation shall be conducted according to specifications outlined in the Revegetation Requirements section of this bid document. Revegetation will commence immediately after preparation of the seedbed. Compaction of the applied sediment will be kept to a minimum, hand crimping may be necessary and will be determined by the PROJECT MANAGER.

Measurement and Payment

Measurement and payment will be made by the acreage revegetated, estimated to be one acre. PROJECT MANAGER will measure the revegetation acreage and report the measured acreage to the CONTRACTOR. The price bid shall include all costs for labor, materials, equipment for spreading of the stockpiled pond bottom sediment and all other items necessary for revegetation as described in these specifications. Payment will be made only for the unit price bid under Item 8.0 of the Bid Schedule, and as work is completed and accepted by PROJECT MANAGER.

ITEM 9.0 Sediment pond construction

The western edge of the project area contains a sediment pond with a culvert providing drainage to the North Fork of the Gunnison River. The reclamation plan requires that water storage cannot occur in the sediment pond. The existing culvert will be excavated and removed from the site and properly

disposed of. Directly north of the culvert location is an emergency spillway for the sediment pond. The emergency spillway is approximately 15 feet wide by 10 feet deep by 20' long and will be excavated to an elevation that does not allow storage of water in the sediment pond. The excavated material will be placed as a six inch (6"), maximum, layer on the inner slope of the existing berm for the sediment pond. No excavated material will be placed as fill in the floodplain of the river. Equipment will not be allowed to track across and/or disturb the existing cattail area. The excavated area for the culvert removal and emergency spillway will be revegetated according to the revegetation specifications.

Measurement and Payment

There will be no measurement for payment. Payment for this task shall be for the lump sum bid price under Item 9.0 of the Bid Schedule. This lump sum bid will cover all costs for excavation and disposal of the culvert and excavation of the emergency spillway and revegetation. Payment will be made after approval from the PROJECT MANAGER.

ITEM 10.0 Seal Alluvial Wells AA1 and AA3

This task includes sealing two (2) alluvial wells, AA1 and AA3, whose locations are shown on the attached map. Sealing will be in accordance with the State of Colorado, Division of Water Resources, Water Well Construction Rules 2 CCR 402-14; Rule 16. The CONTRACTOR will assist the PROJECT MANAGER in providing information for filing of Form GWS-09. <http://water.state.co.us/dwripub/documents/constructionrules05.pdf>

The borehole will be filled with clean, inert, contaminate free sand and gravel to the static water level, then with clean native clays, cement, or high solid bentonite grout to the ground surface. The uppermost five (5) feet of casing must be filled with grout or a permanent watertight cover must be installed at the top of the casing. If casing is removed, the hole must be filled as described above to within five (5) feet of the ground surface. The top five (5) feet of the hole must be filled with materials less permeable than the surrounding soils that are adequately compacted to prevent settling.

Measurement and Payment

There will be no measurement for payment. Payment for this task shall be for the lump sum bid price under Item 10.0 of the Bid Schedule. This lump sum bid will cover all costs for sealing the two (2) alluvial wells according to specifications. Payment will be made after approval from the PROJECT MANAGER.

ITEM 11.0 Final revegetation

This task includes spreading and incorporating the remaining pond bottom sediment stockpile on all remaining disturbed or non-vegetated areas including, but not limited to the sediment pond, the ditch line area, entrance to the site on the west side of access bridge. Revegetation shall be conducted according to specifications outlined in the Revegetation Requirements section of this bid document. Approximately 1 acre will be revegetated for this Bid Item.

Measurement and Payment

Measurement and payment will be made by the acreage revegetated, estimated at 1 acre. PROJECT MANAGER will measure the revegetation acreage and report the measured acreage to the CONTRACTOR. The price bid shall include all costs for labor, materials, equipment and all other items necessary for revegetation as described in these specifications. Payment will be made only for the unit price bid in the Item 11.0 of the Bid Schedule, and as work is completed and accepted by PROJECT MANAGER.

ITEM 12.0 Sediment and Erosion Control

Erosion control measures will be installed to prevent sediment runoff from construction activities to discharge in to the North Fork of the Gunnison River. The sediment control pond will act as an erosion control measure and therefore the excavation of the emergency spillway will not commence until all disturbed areas are revegetated. **All sediment control measures must be installed prior to any construction activities commence.**

ITEM 12.1 Procure and Install Excelsior Bales (or Equivalent)

This task includes additional erosion control to be procured and installed in the area outlined on the attached sediment control map as directed by the PROJECT MANAGER. The erosion control will include the excavation of a 4-inch deep by 2-foot wide (to accommodate the width of an excelsior bale) trench below the barren area to be ripped which is above the sediment pond inflow. Excelsior bales (or approved equivalent) will also be placed at the primary spillway inlet for the sediment pond. The excelsior bales (or equivalent) will be used as the mulch to be applied for the revegetation after final grade of the treatment pond is established. An estimated 200 lineal feet (90 bales) of excelsior bales are to be installed. After removal of the bales the trench will be regraded to match surrounding contours and revegetated. See attached sediment control map.

Measurement and Payment – Excelsior Bales

Measurement will be by the lineal feet of excelsior bales (or equivalent) procured and placed onsite, estimated at 200 feet. The price bid shall include all costs for labor, materials, equipment and all other items necessary for construction of the trench and installation of the excelsior bales as described in these specifications. Payment will be made only for the unit price bid in the Item 12.1 of the Bid Schedule, and as work is completed and accepted by PROJECT MANAGER.

ITEM 12.2 Procure and Install S-fence (or Equivalent)

Ertec S-fence (or approved equivalent) will be installed downslope of the sediment pond culvert and emergency excavation area to prevent sediment runoff to the river as outlined on the sediment control map and as directed by the PROJECT MANAGER. Approximately 50 feet of 10" Ertec S-fence or approved equivalent will be installed with the following specifications. NOTE: Due to the rocky nature of the riverbank where the S-fence (or equivalent) will be installed rebar will be required for supports. The S-fence (or equivalent) will be removed for reuse at the end of the project.

ERTEC 10" S-Fence Specifications

Perimeter Sediment Control– alternative to silt fence – non-traffic Sediment Control GUIDE SPECIFICATION

PRODUCT:

S-Fence™

MANUFACTURER/LOCAL REPRESENTATIVE:

Chris Liller

ERTEC ENVIRONMENTAL SYSTEMS Montrose, Colorado

Regional Manager CO, WY, UT www.cliller@ertecsystems.com www.ertecsystems.com

970-596-8928

970-417-4720

1.0 Description:

Sediment Control System for non-traffic areas with concentrated flows shall conform to the details shown on the plans and these special provisions and shall be installed around the perimeter of areas with disturbed soil. The intended function of the Sediment Control System is to disperse or spread concentrated water runoff, to reduce runoff velocities and minimize the off-site flow of sediment.

2.0 Material:

Sediment Control System for non-traffic perimeters. Provide sediment control device as shown on the plans.

A. **Size.** Furnish "I" shaped sediment control device with a height of 10 or 14 inches, or as shown on the plans. Each segment shall be 7 feet long and have minimum vertical freeboard of 10" or 14" (7" or 11" installed) and is installed around construction sites with disturbed soil or at the base of slopes.

B. **Apparent Opening Size.** Sediment Control System shall contain a filter fabric such that the AOS is between 200 and 250 microns. The Percentage Open Area should be greater than 20%.

C. **Structure.** Furnish Sediment Control System manufactured from recycled content (minimum 90% HDPE) non-biodegradable materials which are UV Stable for at least 4 years. The system shall comprise semi-rigid, overlapping layers of thermally extruded, apertured polymeric high density polyethylene (HDPE) sheets, and one or more integrated filter sheets. The system shall be durable, such that it can be used for many subsequent jobs. The Sediment Control System shall have an integrated filter fabric. The system shall be recyclable at the end of life. The system shall also conform to the following:

Specification	Requirements
Height, inches, min.	10
Mass per Unit Weight, (pounds/foot) (maximum – wet or dry)	0.35 / 0.48
Tensile Yield ASTM D-638 (lb/in ²)	1800 - 2800
Ultimate Tensile Strength: ASTM D-638 (lb/in ²)	2000 - 2800

Specification	Requirements
Filter Average Opening Size (AOS) (ASTM D 4751) , microns	250
Ultraviolet stability (outer jacket & filter), percent tensile strength retained after 500 hours, min. ASTM Designation: D 4355	95
San Diego State University SERL soil retention test – 3 consecutive 10 yr storms	81%
Life in application (years - minimum)	4+
Recycled Material Content (minimum)	90%
Reusable and Recyclable	YES

* or appropriate test method for specific polymer

D. **Product Sheet.** A copy of the manufacturer's product sheet together with instructions for installation shall be furnished to the Engineer 5 days before installation.

E. **Stakes.** Installations shall use **#5 rebar** on the downstream side for reinforcement against high flows. Stakes should be positioned every 80 inches along the installation – at segment overlaps.

3.0 Installation:

Sediment control filter system shall be installed as follows:

- A. A trench or slot shall be excavated at the downstream perimeter of the site or at elevation contours to a depth of at least 3 inches and at least 2 inches wide. The trench shall be cleared of obstructions including, but not limited to, rocks, clods, and debris greater than 1-inch in any dimension.
- B. Install stakes on downstream side, adjacent to trench, every 80 inches.
- C. Insert Sediment Control System into slot against the downstream wall of trench – then backfill remaining volume with native soil.
- D. Overlap segments by at least 4 inches.
- E. Stakes shall be installed 80 inches apart along the length on the downstream side of the Sediment Control System. Stakes shall be driven 2 inches below the top of the Sediment Control System. Fasten the segments together and to each stake with two or three 1" drywall screws.
- F. The ends of the Sediment Control System shall be dog-legged or angled up-slope to ensure water and sediment containment.
- G. Sediment Control System shall be installed before the application of other erosion control or soil stabilization materials in the same area.

The intended function of the Sediment Control System is to disperse or spread concentrated water runoff, to reduce runoff velocities and to capture a very high percentage of flowing sediment. If impaired, the Contractor shall take action to repair the Sediment Control System. Split or torn segments shall be repaired or replaced. Broken or split stakes shall be replaced. Locations where rills and other evidence of concentrated runoff have occurred beneath the segments shall be corrected. Sediment Control System shall be repaired or replaced within 24 hours of identifying the deficiency.

Measurement and Payment

Measurement for payment will be by the lineal foot of S-Fence (or equivalent) installed, approximately 50 feet of S-fence (or equivalent) is required. **PROJECT MANAGER** will measure the lineal feet of S-Fence (or equivalent) installed and accepted, and report the measured footage to **CONTRACTOR**. The price bid shall include all costs for labor, materials, equipment and all other items necessary for provision and installation of the S-Fence (or equivalent) as described in these specifications and removal. Payment will be made only for the unit price bid in Item 12.2 of the Bid Schedule, and as work is completed and accepted by **PROJECT MANAGER**.

ADDITIONAL BID ITEMS – NOT GUARANTEED

There are included on the Bid Schedule, three additional bid items. These bid items are not guaranteed, and will be used only in the event that conditions change on site, and only after approved by the **PROJECT MANAGER**. The additional bid items for this project include:

Additional ITEM 13.0 Provide and Install Live Plants

Plant tublings will be installed in the riparian area as defined by the **PROJECT MANAGER**, in general located on the outside slope of the sediment pond berm closest to the North Fork of the Gunnison River. The tubling excavation will be made with a sharp nosed shovel to accommodate a 10 cubic inch container. See attached guide for tubling planting requirements. The tublings will include up to 136 narrow leaf cottonwoods and up to 10 sandbar willows. The tublings will be watered during installation to completely saturate the soil. The total acreage estimated for tubling placement is 2 acres. Live plants must be Colorado grown. This Bid Item is NOT GUARANTEED.

Measurement and Payment

There will be no measurement for payment. Payment for this task shall be for the lump sum bid price under Item 13.0 of the Bid Schedule. This lump sum bid will cover all costs for purchase, transport, installing and watering the tublings. Payment will be made after approval from the PROJECT MANAGER and is **NOT GUARANTEED**.

Additional ITEM 14 - Equipment Time

Additional Bid Item: 14a Equipment Time - Excavator

This item includes machine time using a turbo-charged excavator for site grading, hydrologic control and other earthwork as directed by **PROJECT MANAGER**. A CAT 315DL, 115 fwhp, 19 ton with a minimum 16 ft. digging depth or equivalent hydraulic excavator with operator must be provided. Equipment time will be accounted for in accordance with Equipment Rental Specifications 19 in the General Bid Specifications, 2009. Equipment time will start as directed by **PROJECT MANAGER** once the excavator is mobilized to the site. The hours of equipment time in Additional Bid Item 14a are **NOT GUARANTEED**.

Additional Bid Item: 14b Equipment Time – Bulldozer

This item includes machine time using a bulldozer for grading, hydrologic control and other earthwork as directed by **PROJECT MANAGER**. A CAT D5, 104 fwhp, or equivalent bulldozer with operator must be provided. Equipment time will be accounted for in accordance with Equipment Rental Specifications 19 in the General Bid Specifications, 2009. Equipment time will start as directed by **PROJECT MANAGER** once the excavator is mobilized to the site. The hours of equipment time in Additional Bid Item 14b are **NOT GUARANTEED**.

Measurement and Payment

Payment for this task will be reflected under Items 14a and 14b of the Bid Schedule as an hourly rate for an excavator and operator under 14a and bulldozer and operator under 14b. Bid hourly rates shall reflect the **CONTRACTORS** estimate for equipment and personnel cost per hour to complete the task. Measurement will be the actual hours required to complete work as directed and approved by the **PROJECT MANAGER**. The additional equipment hours in Bid Items 14a and 14b are **NOT GUARANTEED**.

REVEGETATION REQUIREMENTS

All areas disturbed during reclamation work and any other areas specified in these Special Conditions will be revegetated according to the Revegetation Specifications in the *General Bid Specifications 2009* Section 20. ALL APPLICABLE SECTIONS OF SECTION 20 WILL BE REQUIRED INCLUDING: SEEDBED PREPARATION, SEEDING, MULCHING AND MAINTENANCE. Seed will be supplied by the OWNER and is attached as Bear Reclamation Plan Seed Mix. NOTE: The seed mix will be supplied at the broadcast rate instead of the drill rate as depicted in the attached seed mix document.

Broadcast seeding shall be performed using hand operated or machine seeders whereby dry seed shall be applied in prescribed quantities uniformly on specified areas, then raked or machine crimped into the top two inches (2") of soil and covered with ½ inch of soil.

Additionally, under this Bid Item, the CONTRACTOR will hand spread and fluff to avoid clumping of 20 Excelsior (or approved equivalent) (aspen fiber) bales per acre as mulch. A total of 90 bales will be required. The bales will be procured under Item 12.1 this Bid item includes the hand spreading

and fluffing of the mulch bales. Excelsior (or approved equivalent) mulch provides better sun protection for the dark colored soils at the site and remains stationary in high winds without crimping. The excelsior bales will be spread across the site after seeding has occurred. The excelsior must be separated and spread out without excessive clumping approximately 4 inches (4") thick.

Excelsior can be purchased from Western Excelsior in Mancos, Colorado.

<http://www.westernexcelsior.com/>

PROJECT OBSERVATION

The PROJECT MANAGER will be at the project site periodically to monitor construction activities and ensure that each work item is completed and constructed to design specifications. The PROJECT MANAGER will be available during regular business hours (8:00 A.M. to 5:00 P.M.) on weekdays. Inspections will not be scheduled on weekend days or holidays without prior approval of the PROJECT MANAGER. It is the Contractor's responsibility to schedule inspections with the Project Manager so as not to delay the work. The following items must be observed and approved by the PROJECT MANAGER before proceeding with additional work:

1. Equipment access across the North Fork of the Gunnison River.
2. Construction of spring diversion channel.
3. Excavation and reclamation of emergency spillway area.

STANDARD WORK SPECIFICATIONS

SAFETY, HEALTH, & ENVIRONMENTAL ACTION PLAN RESPONSE ITEMS

The following is a summary list of items that must be addressed in writing by the CONTRACTOR. All items that are checked (☒) apply to the work to be performed and must be addressed in a written plan. Each employee is to read and sign the plan as part of the project orientation prior to starting work on the project.

A. SITE ACCESS

No person may enter the job site without first receiving hazard training from CONTRACTOR'S safety representative.	X
CONTRACTOR employees are required to travel to and from their work areas by designated routes.	X
All CONTRACTOR equipment is subject to a safety inspection before entering the job site.	X

B. PART 48 TRAINING REQUIREMENTS

Each CONTRACTOR employee shall receive orientation training, provided by the CONTRACTOR, comprised of all aspects of the contract's Safety, Health and Environmental Action Plan (SHEAP).	X
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C. SUBSTANCE ABUSE SCREENING

Alcohol and drugs are not allowed on the job site.	X
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D. PROACTIVE SAFETY

The CONTRACTOR shall designate one person to be the safety representative responsible for safety and health at the work site.	X
The CONTRACTOR shall conduct safety meetings at least weekly.	X
All safety meetings shall be documented and include the date, subject matter, trainer and all participants signatures.	X
Daily pre-job safety talks shall be given by the CONTRACTOR.	X
Any change in the daily work plan shall be communicated by the CONTRACTOR to all affected personnel.	X
The CONTRACTOR shall conduct daily work area inspections.	X
These inspections shall be documented in an approved book.	N/A

E. GENERAL SAFETY STANDARDS

Horseplay will not be tolerated.	X
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Safety glasses, steel toe boots and hard hats are required to be worn at all times. This equipment must meet ANSI standards.	X
Safety glasses and a face shield or goggles are required when performing any work that generates or could generate flying debris or when this type of work is being performed.	X
Trenches and other excavations more than three feet deep must be properly shored or laid back to a 1:1 slope before personnel are allowed to enter.	N/A
Procedures for night work shall be established and adequate illumination shall be provided.	N/A
During drilling and underground work, a recently calibrated multi gas tester with audible alarm (measuring O ₂ , CO, H ₂ S) shall be used at all times. A record shall be kept of tests.	N/A
An MSHA 40 hour underground mine safety training certificate, or a current Underground Miner training certificate, is required for each employee working underground.	N/A
Self-rescuers must be worn during underground work.	N/A
Rubber boots or waders shall be provided for each employee working in wet conditions.	X
Temperature sensors shall be provided at work locations.	N/A
Other safety requirements	

F. ACCIDENT REPORTING

All accidents and injuries must be immediately reported to the Colorado Division of Reclamation, Mining and Safety project manager.	X
The CONTRACTOR shall investigate all such occurrences and develop an action plan to prevent their recurrence.	X
All investigations shall be documented.	X

G. FIRST AID

First aid kits meeting MSHA (CFR 75.1713-7 or 77.1707) requirements shall be maintained in a sanitary condition and placed at all work sites.	X
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H. COMMUNICATIONS

All work areas shall have a method to communicate with other personnel at all time. Personnel will never be allowed to work alone without a secure means of communication and periodic checks by another party.	X
All communications will be positive in nature. A response is required.	X
Provide an equipment spotter equipped with a radio.	N/A

I. EQUIPMENT OPERATION

Seatbelts shall be used at all times.	X
Equipment always has the right-of-way.	X
Safe parking procedures (chock blocks, etc.) shall be used at all times.	X
All lights, horns, brakes, wipers, back-up alarms and other safety equipment shall be fully operational at all times.	X
Each piece of equipment shall have at least one portable fire extinguisher.	X
All mobile equipment, with the exception of pickup trucks with unrestricted rear view, will be equipped with back-up alarms.	X
Mobile equipment shall be equipped with roll-over-protection (ROPS) and/or falling object protection structures (FOPS) as required by MSHA regulations.	X
All machinery shall be secured to ensure zero mechanical potential prior to work being performed on the machinery.	X
Equipment shall be maintained in safe condition.	X
Provide a driller's safety platform.	N/A
Inspect hydraulic and pneumatic lines and couplings daily.	N/A
Provide whip checks for all airline connections.	N/A

J. ELECTRICAL SAFETY

Electrical lock and tag procedures are to be used at all times.	N/A
Prepare a plan for working in the vicinity of overhead electrical transmission lines.	N/A

K. SAFE WORK IN ELEVATED AREAS

Fall Protection shall be a full body harness and shock-absorbing lanyard.	X
Wire rope lanyards are required for cutting and welding operations.	X
All personnel are to be tied off if working where a fall hazard exists.	X
Ladder work procedures shall include set up, tie off, inspection and protection from overhead electrical hazards. Only non-conductive ladders are to be used.	X

L. SCAFFOLDS

Scaffold use requires an approved plan.	N/A
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M. AERIAL LIFTS

Personnel must be tied off at all times when working in man baskets.	N/A
Provide rigging and signaling procedures for helicopter work.	N/A

N. CRANE REQUIREMENTS

Inspection and annual certification records must be provided.	N/A
Proper Rigging Procedures and inspection of lifting devices shall be standardized.	N/A
Tag lines shall be used at all times.	N/A
Ground persons shall be used at all times.	N/A
Signals shall be standardized and used at all times.	N/A
Overhead line clearances shall be checked before working.	N/A

O. HEALTH CONSIDERATIONS

Sanitary bathroom facilities shall be provided and maintained.	N/A
Sanitary potable water facilities shall be provided and maintained.	N/A
Inhalation hazards shall be minimized at all times through engineering and administrative controls.	X
Dust.	X
Gases.	N/A
Vapors.	N/A
Paint.	N/A
Engine exhaust.	N/A
Solvents.	N/A
Oxygen deficiency.	N/A
Welding fumes.	N/A
Ventilation and respiratory protection plan.	N/A
Lead and chromate paints are prohibited.	N/A
Other health hazards specific to this job: _____	N/A

P. ENVIRONMENTAL: LIQUID WASTES

Methods approved by Colorado Division of Reclamation, Mining and Safety shall be used to eliminate the possibility of water pollution caused by spills of materials and sedimentation run-off.	X
Methods approved by Colorado Division of Reclamation, Mining and Safety shall be used to prevent spill hazards at bulk storage areas for fuels, oils, or other fluids.	X
All used fluids will be drained into clearly marked DOT containers.	X
Under no circumstances will fluids be allowed to drain onto the ground.	X
Equipment fueling and service procedures will not be performed on topsoil.	X
EPA Prevention and Control Procedures are to be followed in the event of an accidental spill.	X
All employees shall be trained by the CONTRACTOR in spill prevention, cleanup and disposal of all wastes.	X
All spills must be reported to Colorado Division of Reclamation, Mining and Safety Personnel Immediately.	X
Reportable spills will be handled by the CONTRACTOR in accordance with State of Colorado And EPA regulations.	X

Q. ENVIRONMENTAL: SOLID, NON-HAZARDOUS WASTES

Construction debris and excess materials shall be disposed of in a container clearly marked "TRASH".	X
Trash containers must be covered at all times to prevent wind-blown litter.	X
Employees must be instructed by the CONTRACTOR in procedures used to segregate hazardous and non-hazardous wastes.	X
All disposal activities must comply with federal and state regulations.	X

R. ENVIRONMENTAL: HAZARDOUS WASTES

Contractor is responsible for all sampling, testing, and analysis of unknown waste streams.	N/A
<u>Disposal of hazardous waste is the responsibility of the CONTRACTOR.</u>	X
Contractor generated wastes such as equipment/machine oils, fuels, oily debris, residue paints, solvents, and containers containing same shall be cleaned and disposed of in compliance with all local, state, and federal regulations.	X
All containers will have CONTRACTOR 's name clearly marked on the containers.	X
Aerosol cans, oily rags, solvents and waste lubricants shall be segregated into separate containers.	X
All drums will be stored in an upright position, on pallets or similar device to facilitate observation for leaks, corrosion or damage.	X

All products used on job site must be approved by Colorado Division of Reclamation, Mining and Safety prior to their use and an MSDS kept at the site.	X
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S. FIRE PROTECTION

Specific procedures must be developed by the CONTRACTOR to ensure that fire hazards are addressed and controlled.	X
Use, storage and segregation of flammable and combustible materials must be in accordance with NFPA regulations.	X
Contractor will immediately notify Colorado Division of Reclamation, Mining and Safety project manager of any fire emergency.	X
Provision for fire response must be addressed in plan approved by Colorado Division of Reclamation, Mining and Safety.	X
Hot Work Procedures will be used to ensure welding, cutting and grinding safety.	X
These procedures shall include grinding, welding and cutting safety, bottle handling and storage, training for employees expected to perform welding and cutting, fire watch procedures, and personnel protection during these operations.	X
Compressed gas cylinders must be stored in upright position, secured to prevent falling, regulators guarded on all sides.	X
Oxygen and Acetylene cylinders not in used must be shut off, pressure bled from hoses, regulators.	X
Fire extinguishers must provided for all mobile equipment and at all areas where hot work is being performed.	X
Fire extinguishers must be maintained and inspected in accordance with MSHA/OSHA regulations on/in all mobile equipment.	X
CONTRACTOR must supply each work crew with two (2) five pound (5#) Class A fire extinguishers. Additionally, each crew member must be supplied with one (1) sharpened round nosed shovel. These must be immediately available to the crew members for use should an uncontrolled ignition occur.	X

Costs for these measures will not be itemized and must be included within the bid schedule items.

The CONTRACTOR should provide a signature block similar to the one below that each employee can sign to verify that they have read and understand the safety aspects of the project, and accept the provisions of the SHEAP.

The above information was reviewed, received, and understood.

Contractor Representative:

Signature

Date

Employee:

Signature

Date

Employee:

Signature

Date

Employee:

Signature

Date

Employee:

Signature

Date

GENERAL CONDITIONS OF THE CONTRACT

DEFINITIONS

A. Contract Documents. The Contract Documents consist of:

- (a) Agreement and Bid Schedule;
- (b) Performance and Payment Bonds;
- (c) Liability, Automobile and Workmen's Compensation Certificates of Insurance;
- (e) Notice to Proceed;
- (f) General Conditions of the Contract;
- (g) Detailed Special Conditions, including all amendments issued prior to the opening of the bids and including any applicable Standard Work Specifications;
- (h) Maps and drawings, including all amendments issued prior to the opening of the bids;
- (i) Final inspection and certificate of completion;
- (j) Notice of CONTRACTORS Settlement, and
- (k) List of Equipment Offered.

B. Procedural Documents. The Procedural Documents consist of:

- (a) Advertisement for Bids;
- (b) Bid form;
- (c) Bid Bond;
- (d) Notice of Award;
- (e) MBE/WBE Forms; and
- (f) AML Contractor Ownership and Control Information Package (AVS);
- (g) Three-Way *Agreement for Reclamation Activities*, if required

C. Correlation and Intent of the Documents

The Contract Documents are complementary; what is called for by any one document 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 execution of the work. Materials or work described in words which have a well-known technical or trade meaning shall be held to refer to such recognized standards.

In case of a difference between the contract documents, precedence shall be given in the following respective order: Agreement, Special Conditions, Bid Schedule, Standard Work Specifications, Maps, Drawings, and General Conditions. Amendments shall take precedence in the area of the bid document which they modify or clarify. In the case of any such difference, the matter shall be promptly brought to the attention of the Principal Representative who will make a determination in writing.

D. Words and Terms Used

AGREEMENT - The word *Agreement* means the written Agreement entered into by the State of Colorado acting by and through the Principal Representative and the CONTRACTOR for the performance of the work and payment for the work.

COLORADO LABOR - The term *Colorado Labor* shall be defined as provided in Title 8-17-101, et seq. CRS 1973, as amended.

CONTRACTOR - The term *CONTRACTOR* means the sole proprietorship, partnership, or corporation entering into a Contract with the State of Colorado.

DRAWINGS - The word *Drawings* shall mean all drawings in the Special Conditions.

PRINCIPAL REPRESENTATIVE OR STATE - The term Principal Representative means the Director of the State of Colorado, Division of Reclamation, Mining and Safety (DRMS) or his designee. The Colorado Division of Reclamation, Mining and Safety is located at 1313 Sherman Street, Room 215, Denver, Colorado, 80203, telephone (303) 866-3567.

PROJECT MANAGER - The term *Project Manager* means the Division of Reclamation, Mining and Safety employee or representative responsible for day to day observation of work at the project site, and general contract administration for the DRMS.

SUBCONTRACTOR - A *Subcontractor* is a sole proprietorship, partnership or corporation which has a contract with the CONTRACTOR for the performance of labor at the site of the work regardless of whether supplying of material is part of such contract, but without contractual relationship to the Principal Representative.

WORK - The word *Work* means material and/or labor.

PERFORMANCE AND PAYMENT BONDS

The CONTRACTOR shall furnish a labor and material payment bond for 100 percent of the original contract price and a performance bond for 100 percent of the original amount of the contract. The bonds are required by State Law, Title 24-105, 202-203, C.R.S. as amended. The bonds shall be submitted using the State forms. A certified or cashiers check or bank money order may be accepted in lieu of the bonds. If a surety other than a bond is used, the State will hold fifty percent (50%) of the surety until the final settlement date and fifty percent (50%) for six (6) months after the final settlement date.

Article 3. INSURANCE

A. The contractor shall obtain at his own expense, and maintain at all times during the term of this contract, insurance listed below. Proof of insurance must be submitted on certificates showing the following minimum coverage:

- 1) Worker's Compensation Insurance as required by state statute, and Employer's Liability Insurance covering all of contractor's employees acting within the course and scope of their employment.
- 2) Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:
 - a. \$1,000,000 each occurrence;
 - b. \$1,000,000 general aggregate;
 - c. \$1,000.00 products and completed operations aggregate; and
 - d. \$50,000.00 any one fire.

If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, the contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to the State a certificate or other document satisfactory to the State showing compliance with this provision.

- 3) Automobile Liability Insurance covering any auto (including owned, hire and non-owned autos) with a minimum limit as follows: \$1,000,000 each accident combined single limit.

The Certificates of Insurance and insurance policies required above shall be subject to the following stipulations:

- B. The State of Colorado shall be named as additional insured on the Commercial General Liability and Automobile Liability Insurance policies (leases and construction contracts will require the additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037 or equivalent). Coverage required of the contract will be primary over any insurance or self-insurance program carried by the State of Colorado.
- C. The Insurance shall include provisions preventing cancellation or non-renewal without at least 45 days prior notice to the State by certified mail.
- D. The contractor will require all insurance policies in any way related to the contract and secured and maintained by the contractor to include clauses stating that each carrier will waive all rights of recovery, under subrogation or otherwise, against the State of Colorado, its agencies, institutions, organizations, officers, agents, employees and volunteers.
- E. All policies evidencing the insurance coverages required hereunder shall be issued by insurance companies satisfactory to the State.
- F. The contractor shall provide certificates showing insurance coverage required by this contract to the State within ten days of the notice of award. No later than 15 days prior to the expiration date of any such coverage, the contractor shall deliver the State certificates of insurance evidencing renewals thereof. At any time during the term of this contract, the State may request in writing, and the contractor shall thereupon within 10 days supply to the State, evidence satisfactory to the State of compliance with the provisions of this section.

Bidders are advised to consult with their insurance carrier concerning these requirements. Submit a bid only if you are prepared to complete these requirements.

Article 4. THREE-WAY AGREEMENT

If a three-way *Agreement for Reclamation Activities* is required, the CONTRACTOR shall enter into a three-way agreement between the CONTRACTOR, the State of Colorado and the private landowner, and maintain for the duration of the work, in addition to that specified above, additional insurance coverage of:

- a. Comprehensive General Liability Insurance, which includes operations & premises coverage, products/completed operation coverage, all on an occurrence basis, all with combined single limit of liability of \$1,000,000;
- b. Statutory Worker's Compensation and Occupational Disease Disability Insurance;
- c. Employers' Liability Insurance with limits of \$500,000 each occurrence; and
- d. Automobile Insurance with a combined single limit of liability of \$1,000,000, and furnish evidence of the insurance coverage as prescribed the three-way agreement.

If a three-way *Agreement for Reclamation Activities* is required, the CONTRACTOR will be required to furnish lien waivers to the private landowner. See Number 5 of the sample three-way *Agreement for Reclamation Activities*. The landowner's address will be furnished to the CONTRACTOR with the Notice to Proceed.

Article 5. PROJECT SCHEDULE

The successful bidder shall, prior to the execution of an Agreement, furnish a plan for construction of the work showing (1) the date(s) he expects to move various pieces of equipment onto the work site, and (2) the dates and period(s) he proposes to perform each phase of the project work.

Article 6. APPLICANT VIOLATOR SYSTEM

The successful bidder will be required to submit a completed *AML Contractor Ownership and Control Form* and pass a check of the *Applicant Violator System (AVS)*.

Although there are many circumstances under which a bidder might be found "not responsible", any CONTRACTOR who has had direct or indirect association with a firm that has had a permit revoked or a bond forfeited by the Division of Reclamation, Mining and Safety or the Mined Land Reclamation Board will be considered not responsible, and not eligible to be awarded any bid. Any firm listed in the federal Office of Surface Mining's *Applicant Violator System* or who is not confirmed by the Office of Surface Mining will be considered not responsible.

Article 7. MINORITY/WOMEN BUSINESS PARTICIPATION

The successful bidder is required to complete and return the Minority/Women Business Enterprise Participation Report Form before an Agreement will be executed.

Article 8. NOTICE TO PROCEED

After the Agreement has been fully-executed, the Principal Representative will issue the Notice to Proceed consistent with the project dates in the Special Conditions. Under no circumstance shall the CONTRACTOR begin work before a Notice to Proceed is issued.

Article 9. ACCIDENT PREVENTION AND SAFETY MEASURES

The CONTRACTOR shall comply with applicable provisions of OSHA Part 1926, Construction Standards and Interpretations, in effect on the date of Bid Opening. The CONTRACTOR shall continuously maintain, at his expense, adequate protection of the work and the Principal Representative's property, and shall take all practicable precautions in the interest of safety, including: Safety Glasses (when flying debris may be encountered), steel toe boots and hard hats (except when inside operator's cab or inside vehicle cab) are required to be worn at all times. At least two 10 pound A B C rated Dry Chemical type-portable fire extinguishers shall be on site at all times. A First Aid Station meeting MSHA requirements (CFR 75.1713-7, or 77.1707) must be kept in a sanitary condition and must be kept on site during all work operations. An emergency accident and medical evacuation/transportation plan shall be established and posted for the site.

If required by the PROJECT MANAGER, the CONTRACTOR shall prepare a Safety, Health, and Environmental Action Plan (SHEAP) for the project operations prior to beginning work.

If a SHEAP is required, the CONTRACTOR will comply with the following at a minimum:

- **TRAINING REQUIREMENTS:** Prior to working on the site, site-specific hazard training as covered in the SHEAP will be administered to ALL persons working on the project site (both surface and underground), by the CONTRACTOR AND DRMS PROJECT MANAGER, and will be acknowledged on a form attached to the SHEAP to document this training.
- **PROACTIVE SAFETY:** The CONTRACTOR shall designate one person to be responsible for safety and health at the work site. The CONTRACTOR will conduct daily pre-work

safety talks with all employees. The CONTRACTOR shall conduct daily work area safety inspections and document the results of these inspections.

Any shafts which were fenced prior to construction activities shall be protected by a temporary fence during non-working hours. Without relieving the CONTRACTOR of its legal or contractual duties to take safety precautions, other openings may be designated by the Principal Representative as requiring fencing due to proximity of houses or visitation by tourists.

Work may involve activities around unprotected hazardous mine shafts, stopes, adits and other openings which may be open to the surface or hidden from view by trash, debris, vegetation, or thin and unstable layers of surficial materials or rock. The CONTRACTOR shall be responsible for thoroughly investigating the site conditions and scheduling and directing his equipment, equipment operations, personnel and safety procedures to prevent accidents and injuries. Failure to comply will be cause for immediate suspension of the work.

All Chemicals, equipment and materials proposed and/or used in the performance of this Contract must conform to the standards required by the William-Stieger Occupational Safety and Health Act of 1970. Bidders must furnish all Material Safety Data Sheets (MSDS) for any regulated chemicals, equipment or hazardous materials at the time of delivery to the job site.

Projects involving work in or around radiological hazards will require special measures to be followed during the project.

Article 10. PLANS AND WORKING DRAWINGS

The drawings if any, included with the Contract Documents are complete and adequate for construction. While every effort has been made to have the plans and drawings free of errors and ambiguities, any such errors or ambiguities must be brought to the Principal Representative's attention immediately.

Article 11. JOB PROGRESS REPORTS

The CONTRACTOR will be required to properly complete weekly or daily progress reports, forms for which will be provided by the Principal Representative. Completed reports must be submitted to the Principal Representative prior to or at the time of requests for payment. Payment requests will not be processed until progress reports corresponding to the payment period are received.

Article 12. CORRESPONDENCE FROM THE CONTRACTOR

All correspondence from the CONTRACTOR to the Principal Representative shall be submitted to the PROJECT MANAGER with a copy to:

Colorado Division of Reclamation, Mining and Safety
1313 Sherman Street, Room 215
Denver, Colorado 80203
(303) 866-3567
Fax (303) 832-8106

Article 13. MATERIALS

Unless otherwise stipulated, the CONTRACTOR shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities 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 good and uniform quality. The CONTRACTOR shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

Article 14. PREFERENCE OF BIDDERS AND MATERIALS

The selection of materials and equipment for the work shall be in accordance with the laws of Colorado and the Buy American Act (41 U.S.C. 10) as follows:

A resident bidder shall be allowed a preference against a nonresident bidder from a state or foreign country equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. (Title 8-19-101 to 102, CRS, as amended).

The Buy American Act provides that the Government give preference to domestic construction material. The CONTRACTOR agrees that only domestic construction material will be used by the CONTRACTOR, subs, material men and suppliers in the performance of this agreement, except for foreign construction material, if any, listed in this agreement.

Components, used in this clause, means those articles, materials, and supplies incorporated directly into construction materials. *Construction material*, as used in this clause, means an article, material or supply brought to the construction site for incorporation into the building or work. Construction material also includes an item brought to the site pre-assembled from articles, materials or supplies. However, emergency life safety systems, such as fire alarm systems, which are discrete systems incorporated into a public building or work and which are produced as a complete system, shall be evaluated as a single and distinct construction material regardless of when or how the individual parts or component of such systems are delivered to the construction site. *Domestic construction material*, as used in this clause means (a) an unmanufactured construction material mined or produced in the United States, or (b) a construction material manufactured in the United States, if the cost of its components mined produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as the construction materials determined by the Principal Representative or designee not to be mined, produced or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality, shall be treated as domestic.

Article 15. LABOR AND WAGES

Title 8-17-101, C.R.S., as amended applies to this contract and states that eighty percent of the laborers employed on each project must be Colorado labor. "Colorado labor" means any person who is a resident of the State of Colorado at the time of employment, without discrimination as to race, color, creed, sex, age or religion."

The Davis Bacon Act Does Not Apply. The rate of wages to be paid for all laborers and mechanics shall be in accordance with the laws of Colorado. The CONTRACTOR shall at all times enforce strict discipline and good order among his employees, and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him.

Article 16. PROJECT MANAGER'S DECISIONS

The PROJECT MANAGER shall make decisions on all matters relating to the execution and progress of the work or the interpretation of the Contract Documents.

The PROEJCT MANAGER is, in the first instance, the judge of the performance of the Contract as it relates to compliance with drawings and specifications, quality of workmanship and material.

Article 17. WORK ACCESS AND INSPECTION

The Principal Representative shall at all times have access to the work. The CONTRACTOR shall provide proper facilities for such access and for their inspection of the work. If any work should be covered up without approval or consent of the Principal Representative, it must if required, be uncovered for examination at the CONTRACTOR'S expense.

If the Special Conditions, the Principal Representative's instructions, laws, ordinances or any public authority require any work to be specifically tested or approved, the CONTRACTOR shall give the Principal Representative timely notice of its readiness for observation by the Principal Representative or inspection by another authority. If the inspection is by another authority, the CONTRACTOR shall give the Principal Representative timely notice of the date of inspection and copies of certificates of inspection being secured by the CONTRACTOR.

Article 18. PRIME CONTRACTOR

If several CONTRACTORS propose to join together to perform the work, the Principal Representative will recognize only one bonded prime CONTRACTOR, who will enter into a contract with the Principal Representative, and who will subcontract the work to such others as are required to perform the work, unless a "joint venture" arrangement between CONTRACTORS satisfactory to the Principal Representative has been executed. In this case, the "joint venture" shall be bonded in accordance with these General Conditions and shall designate a Superintendent with whom the Principal Representative can communicate and who will supervise the work and be fully responsible for the performance of the work.

Article 19. SUPERINTENDENCE OF THE WORK

The CONTRACTOR shall keep a competent and reliable superintendent on the job at all times that labor is being performed. The superintendent, in the CONTRACTOR'S absence from the site, shall stand in the stead of the CONTRACTOR and any authoritative directions given to the superintendent shall be as binding as if given to the CONTRACTOR.

The CONTRACTOR shall give efficient supervision to the work, using his best skill and attention. He shall carefully study and compare all Drawings, Specifications and other instructions and shall at once report to the Principal Representative any error, inconsistency or omission which he may discover, but he shall not be liable to the Principal Representative for any damage resulting from any errors or deficiencies in the Contract Documents or other instructions by the Principal Representative.

The CONTRACTOR shall see that the work is carried out in accordance with the Contract Documents and in a thorough and first-class manner in every respect. The CONTRACTOR shall establish all lines, levels, grades, and marks necessary to facilitate the operations of all concerned in such CONTRACTOR'S work. He shall lay out the work in a manner satisfactory to the Principal Representative.

Article 20. SUBCONTRACTORS

The CONTRACTOR shall submit to the Principal Representative, a complete list of subcontractors for the project, including the name of the proposed subcontractor and a description of the work to be subcontracted. The CONTRACTOR shall not, without prior written approval of the Principal Representative, enter into any subcontract covering any part of the work covered by this contract.

If at any time the Principal Representative determines that any subcontractor is incompetent or undesirable, he shall notify the CONTRACTOR accordingly in writing and the CONTRACTOR shall take immediate steps for cancellation of the subcontract.

Article 21. RELATIONS OF CONTRACTOR AND SUBCONTRACTOR

The CONTRACTOR agrees to bind each subcontractor to the terms of these General Conditions and to the requirements of the drawings and specifications, and any amendments or change orders, and also all the other Contract Documents, so far as applicable to the work of such subcontractor, unless specially noted to the contrary.

Nothing contained in the contract shall create any contractual relationship between any subcontractor and the Principal Representative. Approval by the Principal Representative to any subcontract or any provisions thereof shall not be construed to be a determination of the acceptability of any subcontract price, or of any amount paid under subcontract or to relieve the CONTRACTOR of any responsibility for performing all work covered by this contract.

The CONTRACTOR shall be fully responsible to the Principal Representative for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them. All instructions or orders in respect to work being done by subcontractors shall be given to the CONTRACTOR.

Subcontracting by subcontractors shall be subject to the above requirements.

Article 22. WORK BY OTHERS

The Principal Representative reserves the right to let other contracts in connection with this work.

The work site is located in a mining area and mining or other construction activities may be occurring at the same time as the work proposed under this contract. It shall be the CONTRACTOR'S responsibility to coordinate his work with those of the landowners, mining companies or other contractors on the site. The CONTRACTOR shall allow other contractors or mining company's reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his work with theirs.

The CONTRACTOR shall, without charge, permit the landowner, mining companies, and such other contractors to use the roads and other facilities constructed or improved by the CONTRACTOR for the contract work; provided that such usage shall in no way interfere with the contract work of the CONTRACTOR. 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 measure work already in place. The CONTRACTOR shall promptly report to the Principal Representative any defects in such work that render it unsuitable for proper execution and results, or any discrepancy between the executed work and the Special Conditions or Drawings. Failure of the CONTRACTOR to so inspect and report shall constitute an acceptance of the other CONTRACTOR'S work as fit and proper for the reception of his work, except as to defects which may develop in the other CONTRACTOR'S work after the execution of the CONTRACTOR'S work.

Article 23. 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 if he concurs. If such separate CONTRACTOR sues the Principal Representative on account of any damage alleged to have been so sustained, the Principal Representative shall notify the CONTRACTOR, who shall defend such proceedings. If any judgment against the Principal Representative arises therefore, the CONTRACTOR shall pay or satisfy it and pay all costs incurred by the Principal Representative.

Article 24. ACCESS AND WORKING AREA

Access to the sites or to the vicinity of sites is by public roads and private roads as shown on the drawings or as may be located in the field. Some sites may not have adequate access roads for CONTRACTOR'S methods or equipment and construction or improvement of existing roads may be required. Access roads used or constructed by the CONTRACTOR shall be maintained during use and the land reclaimed or restored to pre-existing or better conditions.

The CONTRACTOR shall keep access roads, equipment, the storage of materials and the operation of his workmen to the immediate vicinity of the work sites and shall not unreasonably encumber the premises with his materials and equipment. Caution shall be exercised at all times to avoid blocking roads or in any other way interfering with operations by others or presenting a hazard to personnel, equipment, or to the public.

The CONTRACTOR shall obtain all permits and/or permission required to use public and private roads. The CONTRACTOR shall obey all laws and regulations affecting the use of public thoroughfares.

The CONTRACTOR shall provide such temporary barricades, fences, or warning signs as may be necessary to make temporary or permanent roads safe by night as well as by day. He shall at all times have a sufficient number of watchmen, flagmen, and warning lights to protect traffic where it is interfered with by his operations, where his trucks enter or leave public roads, or where work is being done adjacent to such roads.

Article 25. PROTECTION OF WORK AND PROPERTY

The CONTRACTOR shall continuously maintain adequate protection of all his work and materials protect the property from injury or loss arising in connection with the Contract and adequately protect adjacent property as provided by law and the Contract Documents.

The CONTRACTOR shall make good any damage, injury or loss, except such as may be:

- (a) Directly due to errors in the Contract Documents;
- (b) Caused by agents or employees of the Principal Representative;
- (c) Due to causes beyond the CONTRACTOR'S control and not to his fault or negligence.

The CONTRACTOR shall take all necessary precautions for the safety of employees on the work site, 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. He 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 workmen and the public and shall post danger signs warning against the hazards created by such features of construction.

The CONTRACTOR shall take due precautions when obstructing sidewalks, streets or other public ways in any manner, and shall provide, erect and maintain barricades, temporary walkways, roadways, trench covers, colored lights or danger signals and any other devices necessary to assure the safe passage of pedestrians and automobiles.

In an emergency affecting the safety of life or posing a threat to adjoining property, the CONTRACTOR, without special instruction or authorization from the PROJECT MANAGER or Principal Representative, is hereby permitted to act, at his discretion, to prevent such threatened loss or injury; and he shall so act, without appeal, if so authorized or instructed. The Principal Representative must be notified as soon as possible in the event of any emergency. Any

compensation, claimed by the CONTRACTOR on account of emergency work, shall be determined by agreement for extra compensation.

Article 26. HISTORICAL PRESERVATION

Areas adjacent to the mine sites often contain related artifacts and structures, such as buildings, tipples, ore houses, headframes and foundations that may be historically significant. Care shall be exercised to avoid any effect to these structures and artifacts, in order to preserve their integrity. Existing structures, except shaft timbering, shall not be used as load-bearing devices.

Article 27. ELECTRICAL POWER, POTABLE AND CONSTRUCTION WATER

The CONTRACTOR shall be responsible for providing electrical power and potable and construction water as needed to perform the contract work. If the CONTRACTOR desires to use power other than portable generators, the CONTRACTOR plans for providing such power will be subject to the Principal Representative's prior approval. The cost for providing power and water will not be paid for separately but shall be included in the bid prices of the various work items. The CONTRACTOR shall install and maintain all utilities in such manner as to protect the public and workmen and conform to any applicable laws and regulations. Upon completion of the work he shall remove all such temporary utilities from the site.

Article 28. PROTECTION OF EXISTING UTILITIES

Utilities, both underground and aboveground, may exist which could affect construction work covered under this contract. The CONTRACTOR is responsible for determining the nature and locations of any and all utilities which could affect construction work covered under this contract. The horizontal and vertical locations of utilities may vary. The CONTRACTOR is responsible for excavation and equipment movement without damage to utilities. The CONTRACTOR assumes all responsibility for damages to any utilities he causes under this contract.

When construction crosses highways, railroads, streets or utilities under the jurisdiction of State, County, City or other Public agency, Public Utility or private entity, the CONTRACTOR shall secure proper written permission before executing such construction. The CONTRACTOR will be required to furnish a proper release before final acceptance of the work.

Article 29. PERMITS, LICENSES AND REGULATIONS

Permits and licenses at a Federal, State, County and/or local level, required for prosecution of the work shall be procured and paid for by the CONTRACTOR.

Article 30. TAXES

State of Colorado as purchaser is exempt from all Federal taxes under Chapter 32 of the Internal Revenue Code (Registration No. 84-730123K) and from all State and Local Government Use Taxes (Ref. Colorado Revised Statutes Chapter 39-26.114(a)). (Our Colorado State and Local Sales Tax Exemption Number is

98-022381). The Contractor is hereby notified that when materials are purchased in certain political subdivisions (for example- the City of Denver), the Contractor may be required to pay sales tax even though the ultimate product or service is provided to the State of Colorado. This sales tax will not be reimbursed by the State.

Article 31. ROYALTIES AND PATENTS

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

Article 32. PROJECT PUBLICITY

The Principal Representative will be sole provider of information about the project work to area residents and special districts, county, state, and federal agencies, and individuals from the media. Any contact with these groups by the CONTRACTOR must be cleared through the Principal Representative.

Article 33. TIME OF COMPLETION

It is hereby understood and mutually agreed, by and between the parties hereto, that the date of beginning, rate of progress and the time for completion of the work to be done hereunder are *Essential Conditions* of the Contract; and it is further understood and agreed that the work embraced in this Contract shall be commenced in the time to be specified in the Notice to Proceed.

It is further agreed that time is of the essence of each and every portion of the Contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall also be of the essence of the Contract.

The CONTRACTOR agrees that work will be performed with due diligence in accordance with accepted engineering and construction practices to the end that the entire contract work shall be completed within the time specified in the Special Conditions after receipt of the Notice to Proceed. It is expressly understood and agreed, by and between the parties, that the stipulated performance time for completion of the work described is a reasonable time for completion of the work, taking into consideration all factors, including average climatic conditions and usual construction practices prevailing in the area.

Article 34. TEMPORARY SUSPENSION OF WORK

If the CONTRACTOR is responsible for a delay in progress of the work, the CONTRACTOR shall, without additional cost, work overtime and use such additional equipment and manpower as may be necessary to complete the contract work by the stipulated date. Failure to comply will be grounds for termination of this Agreement as stipulated below or assessment of liquidated damages as stipulated under TEMPORARY SUSPENSION OF WORK.

The State, acting by and through the Principal Representative, shall have the authority to suspend the work, either wholly or in part, for such period or periods as he or they may deem necessary due to:

- (a) Unsuitable weather;
- (b) Faulty workmanship;
- (c) Improper superintendence
- (d) CONTRACTOR failure to carry out orders or to perform any provision of the Contract Documents;
- (e) Conditions which may be considered unfavorable for the prosecution of the work.

Additional time will be added to the performance time for the contract for (a) above only.

If it should become necessary to stop work for an indefinite period, the CONTRACTOR shall store all materials in such manner that they will not become an obstruction or become damaged in any way; and he shall take every precaution to prevent damage to or deterioration of the work, provide suitable drainage and erect temporary structures where necessary.

Such Suspend Work Order shall be in writing and the CONTRACTOR shall again proceed with the work when so notified in writing.

Article 35. ESTIMATED QUANTITIES

The CONTRACTOR understands and agrees that:

- (a) The quantities and measurements set forth in the Special Conditions are in no case exact and in some instances the exact quantities and measurements are impossible to determine until after conditions have become known during construction;
- (b) The quantities shown in the Special Conditions are for use as a basis for comparing bids only;
- (c) The Principal Representative does not expressly, or by implication, agree that the actual amount of work performed or material furnished or installed will correspond therewith;
- (d) During the progress of the work the Principal Representative may find it advisable and shall have the right to make changes in locations of portions of the work, to omit portions of the work and to increase or decrease the quantities, as may be deemed necessary or desirable;
- (e) Under no circumstances or conditions will the CONTRACTOR be paid anything on account of anticipated profits upon the work or any portion thereof covered by the Contract which is not actually performed;
- (f) Under no circumstances or conditions will the CONTRACTOR be paid more than the unit price bid for any item of the Bid because the actual quantity is greater or less than the quantity shown in the Bid or Bid Schedule, and
- (g) Measurements of any openings have been made in sufficient detail to establish general shapes and dimensions. The locations and dimensions of vertical and horizontal openings and depths of materials shown on the documents as waste material, soil and unconsolidated material and rock material are approximate measurements only and shall be verified by excavation.

Article 36. DIFFERING SITE CONDITIONS

- (a) The CONTRACTOR shall promptly, and before such conditions are disturbed, notify the Principal Representative of:
 - (1) Subsurface or latent physical conditions at the site differing materially from those indicated in the Contract, or
 - (2) Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract.

The Principal Representative shall promptly investigate the conditions, and if he finds that such conditions do materially so differ and cause an increase or decrease in the

- CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the Contract modified in writing accordingly.
- (b) No claim of the CONTRACTOR under this clause shall be allowed unless the CONTRACTOR has given the notice required in (a) above; provided, however, the time prescribed therefore may be extended by the State.

Article 37. CHANGES IN THE WORK

The Principal Representative, without invalidating the Contract, may order extra work, or make any other reasonably related changes by altering adding to or deducting from the work; the contract price and time for completion of the work will be adjusted accordingly by written change order.

All such work shall be executed under the conditions of the original contract except that any claim for extension of time caused by changes authorized in the change order shall be included in the written change order.

The Principal Representative shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purpose of the work, but otherwise, except in an emergency endangering life or property, no extra work or change in the Contract Documents shall be made unless by a change order. No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Contract, approved by the Principal Representative. No claim for any change to the Contract sum shall be valid unless so ordered.

The value of any extra work or change shall be determined in one or more the following ways:

- (a) By estimate and acceptance in a lump sum;
- (b) By unit prices named in the Contract;
- (c) By actual cost plus a fixed fee, or percentage, the latter agreed upon prior to starting the extra or changed work.

Changed work shall be adjusted and considered separately for the work either added or omitted. The amount of adjustment for work omitted shall be estimated at the time it is authorized, and the agreed adjustment will be deducted from the subsequent monthly progress payments.

Article 38. CLAIMS FOR EXTRA COST

If the CONTRACTOR claims that any instructions, by drawings or otherwise, involve extra cost under this Contract, he shall give the Principal Representative written Notice thereof within a reasonable time after the receipt of such instructions. In any event, before proceeding to execute the work, except in emergency endangering life or property, the procedure shall be as provided for under Article 35, CHANGES IN THE WORK. No such claim shall be valid unless so made.

In all such cases, the CONTRACTOR shall keep a correct account of the extra cost, in such form as the Principal Representative may direct, and shall present such account, supported by receipts. The Principal Representative shall be entitled to reject any claim for extra cost whenever the foregoing procedure is not followed.

The payments to the CONTRACTOR in respect of such extra costs shall be limited to reimbursement for the current additional expenditure by the CONTRACTOR made necessary by the change in the work, plus a reasonable amount of overhead and profit, determined solely with reference to the additional work, if any, required by the change, at or prior to the time of making the change.

Any claim by the CONTRACTOR arising by virtue of the Contract which is not disposed of by agreement shall be submitted in writing, together with any written and oral evidence in support thereof, to the Principal Representative for decision. Before making a decision the Principal Representative may notify the CONTRACTOR that additional written and/or oral evidence in support of the claim is required. If such notice is given, CONTRACTOR shall provide additional evidence to the Principal Representative within the time specified by the Principal Representative in the notice. The Principal Representative shall make his decision in writing and mail or otherwise furnish a signed copy to the CONTRACTOR. Pending the decision of the Principal Representative, the CONTRACTOR shall proceed diligently with the performance of the Contract.

Article 39. LIQUIDATED DAMAGES

If the CONTRACTOR shall neglect, fail or refuse to complete the work within the time agreed upon in this Agreement or any extension thereof, the CONTRACTOR shall be liable to the Principal Representative in the amount specified in the Special Conditions for this project for each and every calendar day the completion of the work is delayed beyond the time provided in this Agreement, as fixed and agreed liquidated damages, and not as a penalty. If the Principal Representative terminates the CONTRACTOR'S right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work along with any increased costs incurred by the Principal Representative in completing the work. If the Principal Representative does not terminate the CONTRACTOR'S right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

The Principal Representative shall have the right to deduct from and retain out of monies which may be due or which may become due and payable to the CONTRACTOR, the amount of such liquidated damages; and if the amount so retained by the Principal Representative is insufficient to pay in full such liquidated damages, the CONTRACTOR shall pay to the Principal Representative the amount necessary to effect payment in full of such liquidated damages.

Article 40. DAMAGES

If either party to this Contract shall suffer damage in any manner because of any wrongful act or neglect of the other party or of anyone employed by him, then he shall be reimbursed by the other party for such damage, except that the Principal Representative shall be responsible for and at his option insure against loss of use of any of his existing property, due to fire or otherwise, however caused.

Claims under this clause shall be made in writing to the party liable within a reasonable time of the first observance of such damage and not later than the time of final payment, except as expressly stipulated otherwise in the case of faulty work or materials.

Article 41. STATE'S RIGHT TO DO THE WORK

If the CONTRACTOR should neglect to prosecute the work properly or fail to perform any provision of the Contract, the Principal Representative, after seven (7) days' written notice to the CONTRACTOR and the Surety may, without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the CONTRACTOR.

Article 42. STATE'S RIGHTS TO TERMINATE THE CONTRACT

A. General

If the CONTRACTOR should be adjudged as bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed to take over his affairs, or if he

should fail to prosecute his work with due diligence and carry the work forward in accordance with his work schedule and the time limits set forth in the Contract Documents, or if he should fail to subsequently perform one or more of the provisions of the Contract Documents to be performed by him, the Principal Representative may serve Written Notice on the CONTRACTOR and the Surety on his performance and payment bonds, stating his intention to exercise one of the remedies hereinafter set forth and the grounds upon which the Principal Representative bases his right to exercise such remedy. In such event, unless the matter complained of is satisfactorily cleared within ten (10) days after serving such Notice, the Principal Representative may, without prejudice to any other right or remedy, exercise one of such remedies, at once.

B. Conditions and Procedures

- (a) The Principal Representative may terminate the services of the CONTRACTOR, which termination shall take effect immediately upon serving notice to the CONTRACTOR and his Surety, whereupon the Surety shall have the right to take over and perform the Contract. If the Surety does not commence performance of the Contract within ten (10) days after service of the notice of termination, *the* Principal Representative may take over the work, take possession of and use all materials, tools, equipment and appliances on the premises and prosecute the work to completion by such means as he shall deem best. In the event of such termination of his service, the CONTRACTOR shall not be entitled to any further payment under his contract until the work is completed and accepted. If the Principal Representative takes over the work and if the unpaid balance of the contract price exceeds the cost of completing the work, including compensation for any damages or expenses incurred by the Principal Representative through the default of the CONTRACTOR, such excess shall be paid to the CONTRACTOR. If, however, the cost, expenses and damages as certified by the Principal Representative exceed such unpaid balance of the contract price, the CONTRACTOR and his Surety shall pay the difference to the Principal Representative.
- (b) The Principal Representative may take control of the work and either make good the deficiencies of the CONTRACTOR or direct the activities of the CONTRACTOR in doing so, employing such additional help as the Principal Representative deems advisable. In such event the Principal Representative shall be entitled to collect from the CONTRACTOR and his Surety, or to deduct from any payment then or thereafter due the CONTRACTOR, the costs incurred in having such deficiencies made good and any damages or expenses incurred through the default of the CONTRACTOR, provided the Principal Representative approves the amount thus charged to the CONTRACTOR.
- (c) The Principal Representative may require the Surety on the CONTRACTOR'S bond to take control of the work at once and see to it that all the deficiencies of the CONTRACTOR are made good, with due diligence. As between the Principal Representative and the Surety, the cost of making good such deficiencies shall all be borne by the Surety. If the Surety takes over the work, either upon termination of the services of the CONTRACTOR or upon instructions from the Principal Representative to do so, the provisions of the Contract Documents shall govern in respect of the work done by the Surety, the Surety being substituted for the CONTRACTOR as to such provisions, including provisions as to payment for the work and provisions of this Article as to the right of the Principal Representative to do the work or take control of the work.

Article 43. TERMINATION FOR CONVENIENCE OF STATE

- (a) The performance of work under this Contract may be terminated, in whole or from time to time in part, by the State whenever for any reason the Principal Representative shall

determine that such termination is in the best interest of the State. Termination of work hereunder shall be effected by delivery to the CONTRACTOR of a Notice of Termination specifying the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective.

- (b) After receipt of the Notice of Termination the CONTRACTOR shall cancel his outstanding commitments hereunder covering the procurement of materials, supplies, equipment and miscellaneous items. In addition, the CONTRACTOR shall exercise all reasonable diligence to accomplish the cancellation or diversion of his outstanding commitments covering personal services and extending beyond the date of such termination to the extent that they relate to the performance of any work terminated by the Notice. With respect to such canceled commitments the CONTRACTOR agrees to:
 - (1) settle all outstanding liabilities and all claims arising out of such cancellation of commitments, with approval or ratification of the Principal Representative, to the extent he may require, which approval or ratification shall be final for all purposes of this clause, and
 - (2) assign to the State, in the manner, at the time, and to the extent directed by the Principal Representative, all of the right, title, and interest of the CONTRACTOR under the orders and subcontracts so terminated, in which case the State shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- (c) The CONTRACTOR shall submit his termination claim to the Principal Representative promptly after receipt of a Notice of Termination, but in no event later than ninety (90) days from the effective date of termination, unless one or more extensions in writing are granted by the Principal Representative upon written request of the CONTRACTOR within such one year period or authorized extension thereof. Upon failure of the CONTRACTOR to submit his termination claim within the time allowed, the Principal Representative may determine, on the basis of information available to him, the amount, if any, due to the CONTRACTOR by reason of the termination and shall thereupon pay to the CONTRACTOR the amount so determined.
- (d) Costs claimed, agreed to, or determined pursuant to (c) above and (e) below shall be in accordance with the provisions of ARTICLE 107 (COST PRINCIPLES) of the Colorado Procurement Code and Rules as in effect on the date of this Contract.
- (e) Subject to the provisions of paragraph (c) above, the CONTRACTOR and the Principal Representative may agree upon the whole or any part of the amount or amounts to be paid to the CONTRACTOR by reason of the termination under this clause, which amount or amounts may include any reasonable cancellation charges thereby incurred by the CONTRACTOR and any reasonable loss upon outstanding commitments for personal services which he is unable to cancel; provided, however, that in connection with any outstanding commitments for personal services which the CONTRACTOR is unable to cancel, the CONTRACTOR shall have exercised reasonable diligence to divert such commitments to his other activities and operations. Any such agreement shall be embodied in an amendment to this Contract and the CONTRACTOR shall be paid the agreed amount.
- (f) The State may from time to time, under such terms and conditions as it may prescribe, make partial payments against costs incurred by the CONTRACTOR in connection with the termination portion of this Contract, whenever, in the opinion of the Principal Representative, the aggregate of such payments is within the amount to which the CONTRACTOR will be entitled hereunder.

- (g) The CONTRACTOR agrees to transfer title and deliver to the State, in the manner, at the time, and to the extent, if any, directed by the Principal Representative, such information and items which, if the Contract had been completed, would have been required to be furnished to the State, including:

- (1) completed or partially completed plans, drawings and information; and
- (2) materials or equipment produced or in process or acquired in connection with the performance of the work terminated by the Notice.

Other than the above, any termination inventory resulting from the termination of the Contract may, with written approval of the Principal Representative, be sold or acquired by the CONTRACTOR under the conditions prescribed by and at a price or prices approved by the Principal Representative. The proceeds of any such disposition shall be applied in reduction of any payments to be made by the State to the CONTRACTOR under this Contract or shall otherwise be credited to the price or cost of work covered by this Contract or paid in such other manner as the Principal Representative may direct. Pending final disposition of property arising from the termination, the CONTRACTOR agrees to take such action as may be necessary, or as the Principal Representative may direct, for the protection and preservation of the property related to this Contract which is in the possession of the CONTRACTOR and in which the State has or may acquire an interest.

- (h) Any disputes as to questions of fact, which may arise hereunder, shall be subject to the provisions of ARTICLE 109 (REMEDIES) of the Colorado Procurement Code.

Article 44. CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

If the work shall be stopped under an order of any court or other public authority for a period of three (3) months through no act or fault of the CONTRACTOR or of any one employed by him, then the CONTRACTOR may, on seven (7) days' written Notice to the Principal Representative and the PROJECT MANAGER, stop work or terminate this Contract and recover from the Principal Representative payment for all work executed, any losses sustained on any material, and a reasonable profit.

This provision shall not apply to work suspended due to conditions unsatisfactory for the prosecution of the work, including winter weather conditions.

Article 45. CLEANUP

The CONTRACTOR shall at all times keep the construction area free from accumulations of waste material or rubbish resulting from his work. Upon completion of the work, the CONTRACTOR shall remove from the vicinity of the work and haul all rubbish, trash, garbage, and construction debris to a county-approved disposal site. Additionally, the CONTRACTOR shall remove from the vicinity all unused materials, and the like, belonging to the CONTRACTOR or used under the CONTRACTOR'S direction during construction.

Cleanup is subject to the approval of the Principal Representative.

Article 46. PERIODIC PARTIAL PAYMENTS

On some occasions, after approval by the Principal Representative, payment may be made on account of materials not incorporated in the work but delivered and suitably stored at the site, or at some other location agreed upon in writing. Such payments shall be conditioned upon submission by the CONTRACTOR of bills of sale or such other procedure as will establish the Principal Representative's title to such material or otherwise adequately protect the Principal Representative's interest, including applicable insurance.

If the bid amount is between \$50,000.00 and \$149,999.00, 10 percent retainage will be withheld until the project has been satisfactorily completed and advertised. If the bid amount is \$150,000.00 or over, 5 percent retainage will be withheld until the project has been satisfactorily completed and advertised.

The Division of Reclamation, Mining and Safety will accept original invoices only. Change order amounts and retainage must be invoiced separately from items included in the original contract. All invoices, except the final invoice, and the payments thereunder, shall be subject to correction in the next invoice following the discovery of any error. The final payment, or the retainage bill, shall state "Final Bill" on the invoice.

State law and regulations provide that CONTRACTORS will be paid within 45 days after receipt of a correct invoice. A State liability not paid within 45 days is considered delinquent and, unless otherwise agreed to, interest on the unpaid balance shall be paid beginning with the forty-sixth day at the rate of one percent per month on the unpaid balance until paid in full. A liability shall not arise if a good faith dispute exists as to the agency's obligation to pay all or a portion of the liability. CONTRACTORS shall invoice separately for interest on delinquent amounts due. The billing shall reference the delinquent payment, the number of days interest to be paid and the applicable interest rate (24-30-202(24), C.R.S. as amended).

Article 47. PAYMENTS WITHHELD

The PROJECT MANAGER or the Principal Representative may hold, or, on account of subsequently discovered evidence, nullify the whole or any part of any invoice on account of:

- (a) Defective work not remedied;
- (b) Claims filed or reasonable evidence indicating probable filing of claims;
- (c) Failure of the CONTRACTOR to make payment to subcontractors or for material or labor;
- (d) A reasonable doubt that the Contract can be completed for the balance of the contract price then unpaid;
- (e) Damage to another CONTRACTOR;
- (f) Failure to obtain necessary permits or licenses or to comply with applicable laws, ordinances, codes, rules or regulations;
- (g) Failure to submit weekly progress reports;
- (h) Failure of the CONTRACTOR to keep his work progressing in accordance with his time schedule;
- (i) Failure to keep a superintendent on the work;
- (j) Unauthorized deviations by the CONTRACTOR from the Contract Documents.

When the grounds for such withholding or nullifying are removed, payment shall be made for the amounts withheld.

If the Principal Representative deems inexpedient the correction of damaged work or of work not performed in accordance with the contract, equitable reduction of contract price shall be made.

Article 48. FINAL INSPECTION

The Principal Representative shall make *final inspection* of the project to determine whether the work has been completed in accordance with the Contract Documents. A final punch list shall be made by the Principal Representative on the *Final Inspection and Certificate of Completion* form in sufficient detail to fully outline to the CONTRACTOR:

- a) Work to be completed, if any;

- b) Work not in compliance with the drawings or specifications, if any;
- c) Unsatisfactory work for any reason, if any.

If any punch-list results from the final inspection, the CONTRACTOR shall promptly rectify all items on it.

Article 49. FINAL INSPECTION AND CERTIFICATE OF COMPLETION

The *Final Inspection and Certificate of Completion* shall establish the completion date of the project.

Article 50. SETTLEMENT

The Principal Representative shall not authorize final payment until all items on the punch list have been completed, the *Final Inspection and Certificate of Completion* issued, and the Notice of CONTRACTOR'S Settlement published. Before the Principal Representative may advertise, the CONTRACTOR shall deliver the Principal Representative all guaranties and warranties, and daily or weekly Job Logs.

When the Principal Representative indicates acceptance of the work, the CONTRACTOR may requisition final payment, including retainage, on account of the contract price.

Before such final payment may be made the Principal Representative must comply with Title 38-26-107 C.R.S. as amended, which requires that publication of a notice of final settlement with the CONTRACTOR be made twice for projects over \$120,000.00, and once for projects less than \$120,000.00 in a newspaper of general circulation in the county wherein the Agreement was made (usually Denver County) and the county wherein the work was performed. The date fixed in such notice, before which final payment to the CONTRACTOR may not be made, must be no less than ten days after the publication of the notice.

Any unpaid creditor of the CONTRACTOR who supplied labor and/or material for the work has those ten days in which to file with the Principal Representative a verified statement of the amount due and unpaid. The Principal Representative must withhold from payment to the CONTRACTOR the total amount of such claim for a period of ninety days after the date in the notice fixed for settlement, but the Principal Representative may not directly make payment to the creditor(s). If within those ninety days a creditor does not reach settlement with the CONTRACTOR, he must file with the Principal Representative a notice that he has brought action at law, otherwise the Principal Representative, at expiration of ninety days, will pay the CONTRACTOR for the amount withheld.

Article 51. GUARANTY AND WARRANTIES

The CONTRACTOR shall furnish the Principal Representative with a written guaranty for one year covering all labor, materials and workmanship incorporated in the work. The CONTRACTOR, in instances of work performed or material or equipment furnished for which warranties are required by the specifications, shall procure such warranties and deliver them to the Principal Representative on completion of the work. Such warranties will in no way lessen the CONTRACTOR'S responsibilities under the Agreement. Whenever warranties or guarantees are required by the specifications for a period longer than one year, such longer period shall govern. Written guaranties must be received by the Principal Representative before final payment will be approved.

Article 52. ASSIGNMENT

The CONTRACTOR shall not assign the whole or any part of this Contract as any moneys due or to become due hereunder without the written consent of the Principal Representative. No assignment without said prior approval shall be valid. In case the CONTRACTOR assigns all or

part of any moneys due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to the CONTRACTOR shall be subject to all claims of all persons, firms, and corporations for services rendered or materials supplied for the performance of the work called for in this Contract, whether said service or material were supplied prior to, or after the assignment.

Article 53. LIENS

There is no right of Mechanic's Lien against publicly-owned property in the State of Colorado. However, as outlined in **Article 50 SETTLEMENT**, unpaid labor and/or materials suppliers for the work are by law provided certain alternate remedies.

Article 54. POST-COMPLETION INSPECTIONS

Final payment made to the CONTRACTOR on account of the work shall not operate to relieve the CONTRACTOR of responsibility for faulty material or workmanship, and unless otherwise provided the CONTRACTOR shall remedy any defect due thereto and pay for any damages resultant therefrom which shall appear within one year from the date of final acceptance of the work, which date will be that of the Final Inspection and Certificate of Completion.

If the CONTRACTOR fails promptly to correct the punch list items resulting from such inspections, the Principal Representative may correct such defects and deficiencies and backcharge the CONTRACTOR for the cost thereof.

Article 55. ACCESS TO DOCUMENTS

The CONTRACTOR shall grant access to the State, the Office of Surface Mining Reclamation and Enforcement, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to this contract for the purpose of audit, examination, excerpts and transcriptions. All required records shall be retained for three years after final settlement and all other matters are closed.

Article 56. CORRUPT INFLUENCES

The signatories hereto aver that they are familiar with 18-8-301 of seq. (Bribery and corrupt influences) and 18-8-401, et seq. (abuse of Public Office), C.R.S., as amended and that no violation of such provisions is present.

Article 57. COLORADO SPECIAL PROVISIONS

THE SPECIAL PROVISIONS APPLY TO ALL CONTRACTS EXCEPT WHERE NOTED IN *ITALICS*.

1. CONTROLLER'S APPROVAL. CRS §24-30-202(1). This contract shall not be valid until it has been approved by the Colorado State Controller or designee.

2. FUND AVAILABILITY. CRS §24-30-202(5.5). Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

3. GOVERNMENTAL IMMUNITY. No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.

4. INDEPENDENT CONTRACTOR. Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits will be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this contract. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Contractor shall **(a)** provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, **(b)** provide proof thereof when requested by the State, and **(c)** be solely responsible for its acts and those of its employees and agents.

5. COMPLIANCE WITH LAW. Contractor shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

6. CHOICE OF LAW. Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this contract, to the extent capable of execution.

7. BINDING ARBITRATION PROHIBITED. The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contract or incorporated herein by reference shall be null and void.

8. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00. State or other public funds payable under this contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this contract, including, without limitation, immediate termination of this contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

9. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. CRS §§24-18-201 and 24-50-507. The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

10. VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4. [Not Applicable to intergovernmental agreements] Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: **(a)** unpaid child support debts or child support arrearages; **(b)** unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; **(c)** unpaid loans due to the Student Loan Division of the Department of Higher Education; **(d)** amounts required to be paid to the Unemployment Compensation Fund; and **(e)** other unpaid debts owing to the State as a result of final agency determination or judicial action.

11. PUBLIC CONTRACTS FOR SERVICES. CRS §8-17.5-101. *[Not Applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services]* Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this contract, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c), Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor **(a)** shall not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed, **(b)** shall notify the subcontractor and the contracting State agency within three days if Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this contract, **(c)** shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and **(d)** shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision a written notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the contracting State agency, institution of higher education or political subdivision may terminate this contract for breach and, if so terminated, Contractor shall be liable for damages.

12. PUBLIC CONTRACTS WITH NATURAL PERSONS. CRS §24-76.5-101. Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she **(a)** is a citizen or otherwise lawfully present in the United States pursuant to federal law, **(b)** shall comply with the provisions of CRS §24-76.5-101 et seq., and **(c)** has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this contract.

Revised 1/1/09

BEAR COAL MINE BOND FORFEITURE PROJECT DRAINAGE MAP



North Fk
Gunnison R.

Hwy
133

fill in drained
treatment pond with
bermed materials.
Follow final contour
map grade to allow
water to flow into
sediment pond

excavate to
allow drainage
to flow out
existing
emergency
spillway

sediment control
pond

treatment
pond

area to be ripped
and reveged

remove
culverts

redirect spring discharge to
North Fork River

site boundary

water flow



North Fk
Gunnison R.

Hwy
133

site boundary

----- straw bales

—— S-fence

----- sediment
pond

BEAR COAL MINE BOND FORFEITURE PROJECT
RIVER CROSSING ACCESS

Oxbow Bridge to old Somerset water intake

CO HWY 133

-107.45715, 38.92842

crossing points

-107.46179, 38.92791

to project site approx. 200 feet



Bear

Table 10
Proposed Seed Mixture

<u>Species</u>	<u>Seed Rate</u>
<u>Grasses</u>	<u>PLS/Acre</u>
Indian Ricegrass <u>Oryzopsis hymenoides</u>	2.0
Bluebunch Wheatgrass <u>Agropyron spicatum</u>	4.0
Western Wheatgrass <u>Agropyron smithii</u>	3.0
Slender Wheatgrass <u>Agropyron trachycaulum</u>	4.0
Streambank Wheatgrass <u>Agropyron riparium</u>	2.0
Timothy ¹ <u>Phleum pratense</u>	0.5
Great Basin Wildrye <u>Elymus cinereus</u>	1.0
Mountain Brome ¹ <u>Bromus biebersteinii</u>	1.0
Western Yarrow <u>Achillea lanulosa</u>	0.5

Table 10-Continued.
Proposed Seed Mixture

Small Burnet ¹	2.0
<u>Sanguisorba minor</u>	
Cicer Milkvetch ¹	<u>2.0</u>
<u>Astragalus cicer</u>	
TOTAL (Drill Seeding)	22.0
1 Introduced Species	
Antelope Bitterbrush	1.0
<u>Parshia tridentata</u>	
Serviceberry	1.0
<u>Amelanchier alnifolia</u>	
Fourwing Saltbush	<u>1.0</u>
<u>Atriplex canescens</u>	
TOTAL (Broadcast)	3.0

Table 11
Riparian Area Seedling Transplants

<u>Species</u>	<u>Plants/Acre</u>
Narrowleaf Cottonwood <u>Populus angustifolia</u>	136
Willow <u>Salix spp</u>	18
Total	154

HOW TO PLANT: Container Seedlings



Step 1

Dig an ample sized hole for your seedling using guidelines in *Figure 1*.



Step 3

Place seedling into the center of the hole, at the correct planting depth, follow the guidelines in *Figure 1*.



Step 2

Make sure to remove seedling from container.



Step 4

Fill in dirt around the seedling, eliminate air pockets by gently tamping the soil around the seedling.

FIGURE 1



Roots tangled and/
or turned up



Planted too shallow



Planted too deep



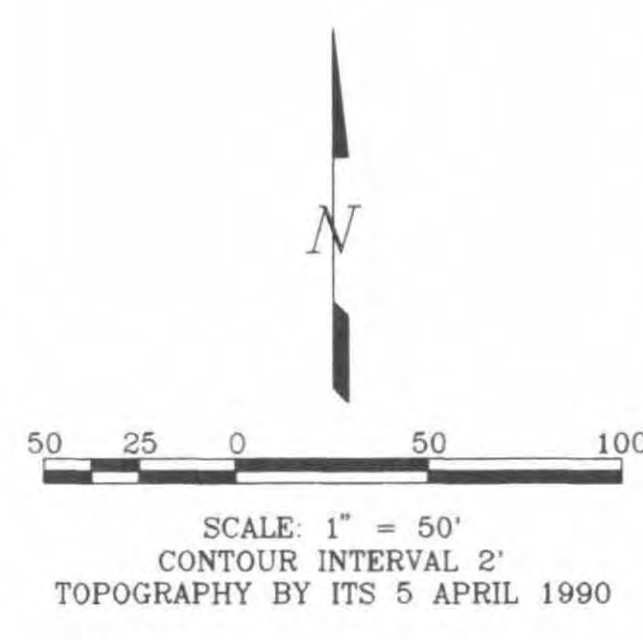
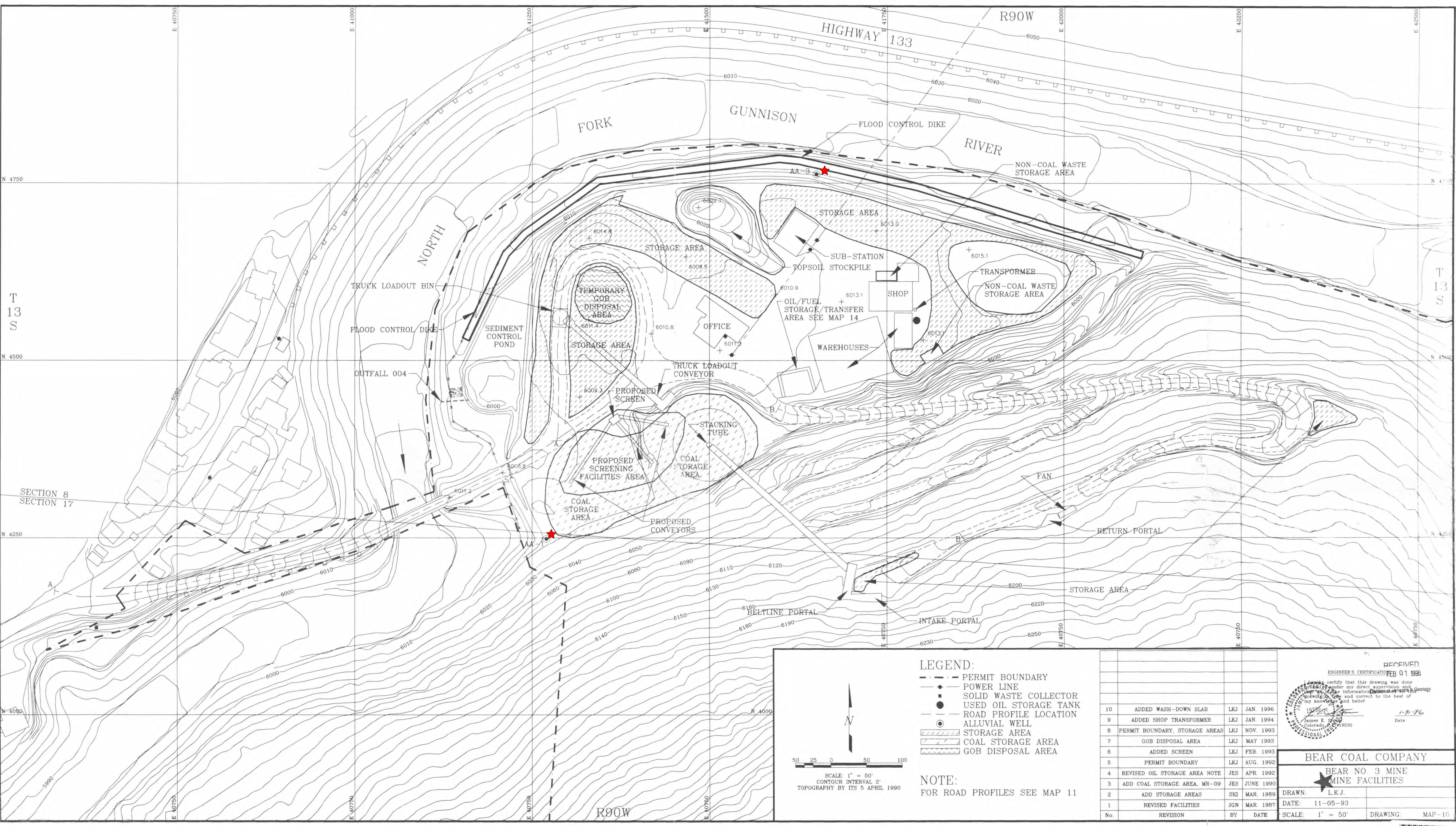
Air pocket



Planted on a mound



Correctly planted



- LEGEND:**
- PERMIT BOUNDARY
 - POWER LINE
 - SOLID WASTE COLLECTOR
 - USED OIL STORAGE TANK
 - ROAD PROFILE LOCATION
 - ALLUVIAL WELL
 - /// STORAGE AREA
 - /// COAL STORAGE AREA
 - /// GOB DISPOSAL AREA

NOTE:
FOR ROAD PROFILES SEE MAP 11

10	ADDED WASH-DOWN SLAB	LKJ	JAN 1996
9	ADDED SHOP TRANSFORMER	LKJ	JAN 1994
8	PERMIT BOUNDARY, STORAGE AREAS	LKJ	NOV. 1993
7	GOB DISPOSAL AREA	LKJ	MAY 1993
6	ADDED SCREEN	LKJ	FEB. 1993
5	PERMIT BOUNDARY	LKJ	AUG. 1992
4	REVISED OIL STORAGE AREA NOTE	JES	APR 1992
3	ADD COAL STORAGE AREA, MR-09	JES	JUNE 1990
2	ADD STORAGE AREAS	SKI	MAR. 1989
1	REVISED FACILITIES	JGN	MAR. 1987
No.	REVISION	BY	DATE

RECEIVED
ENGINEER'S CERTIFICATION
FEB 01 1996

I hereby certify that this drawing was done under my direct supervision and that the information shown on this drawing is true and correct to the best of my knowledge and belief.

19230
James E. L.K.J.
Colorado
PROFESSIONAL ENGINEER

1-31-96
Date

BEAR COAL COMPANY

**BEAR NO. 3 MINE
MINE FACILITIES**

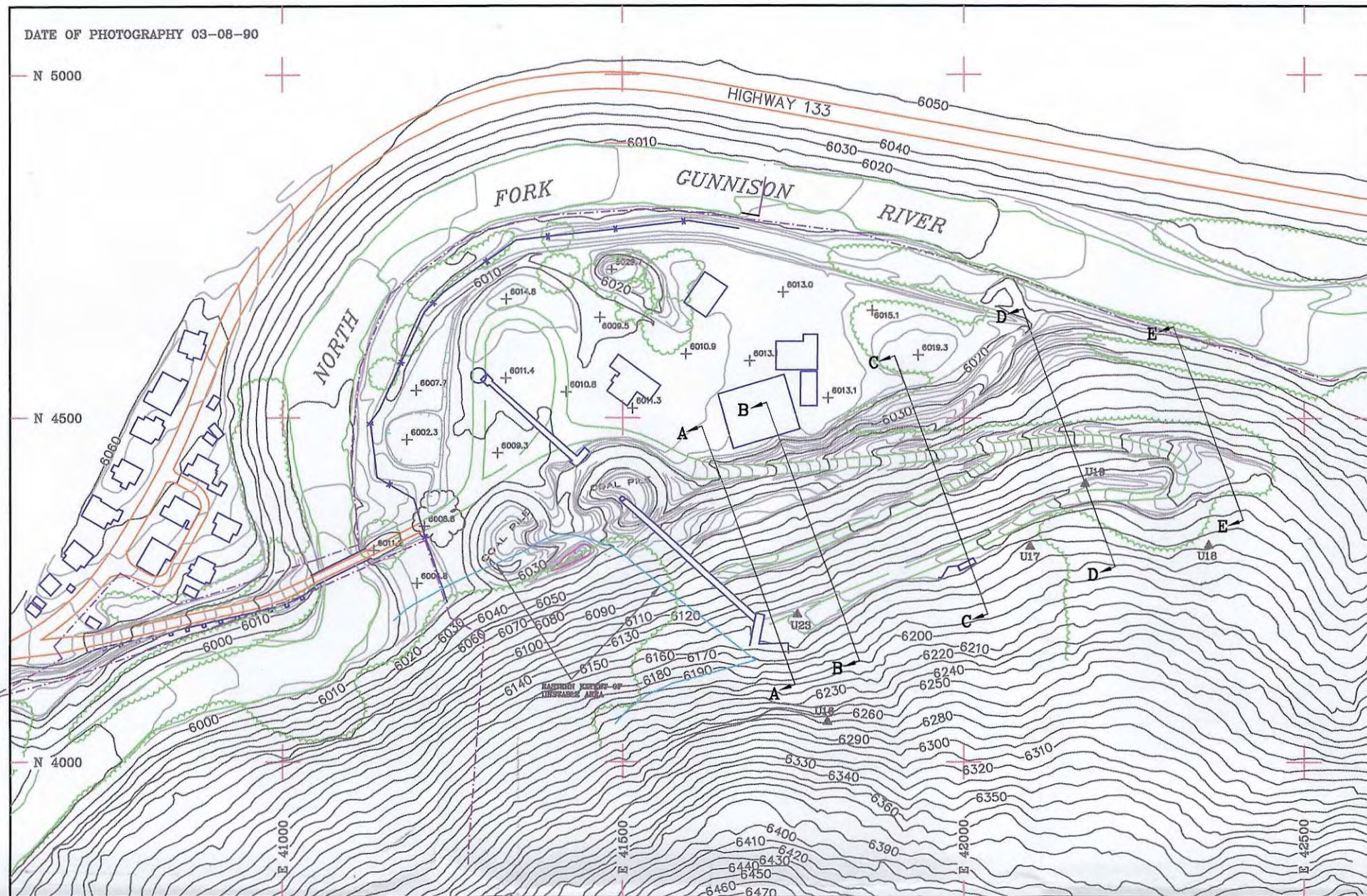
DRAWN: L.K.J.

DATE: 11-05-93

SCALE: 1" = 50'

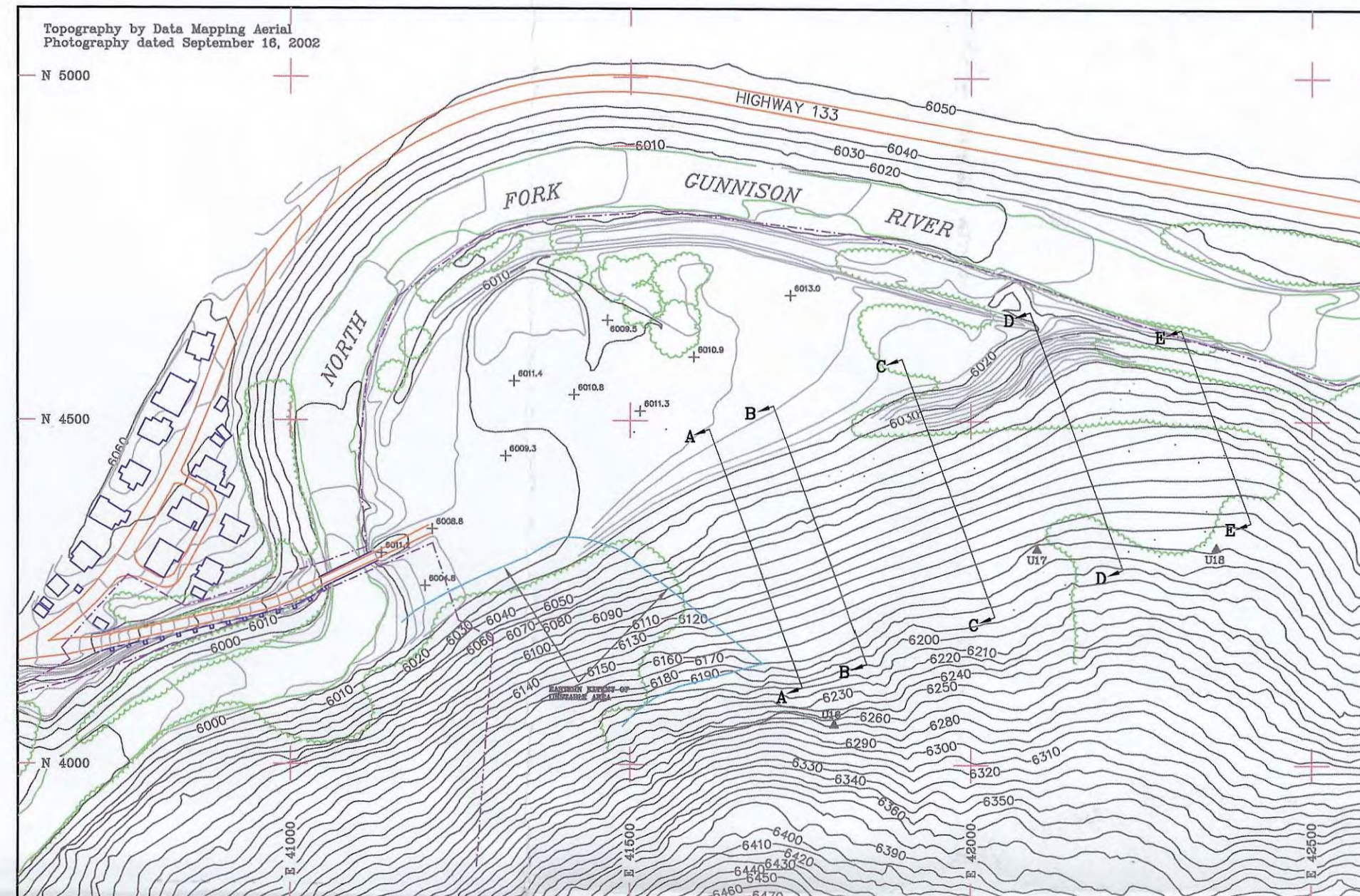
DRAWING: MAP-10



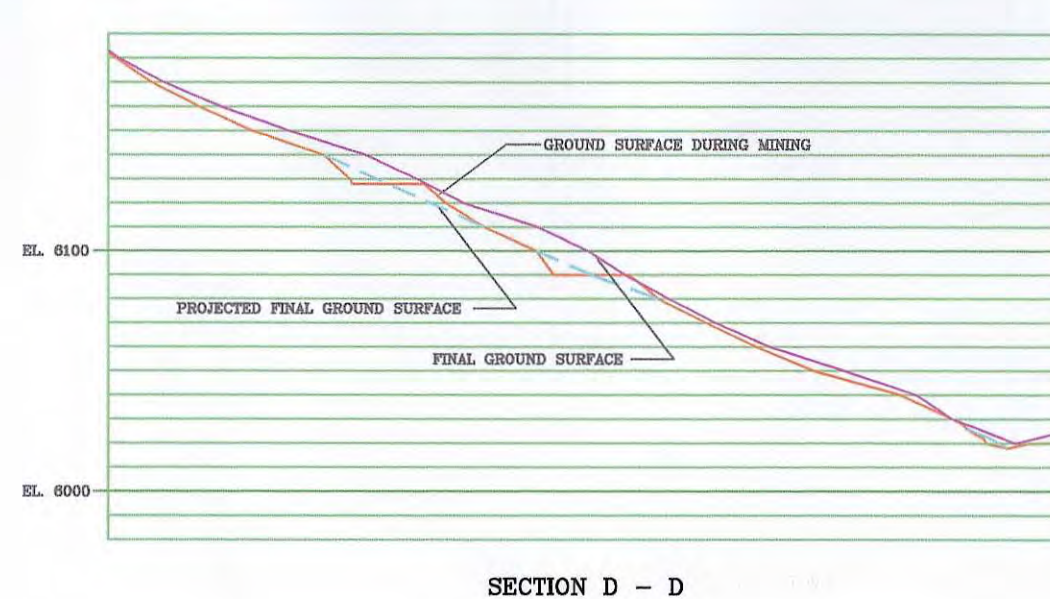
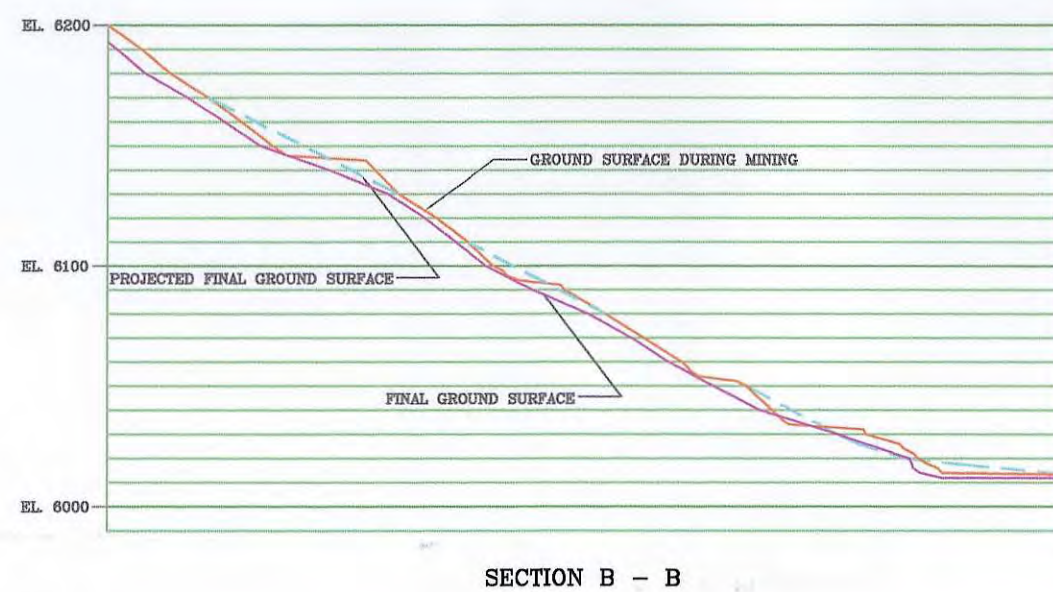
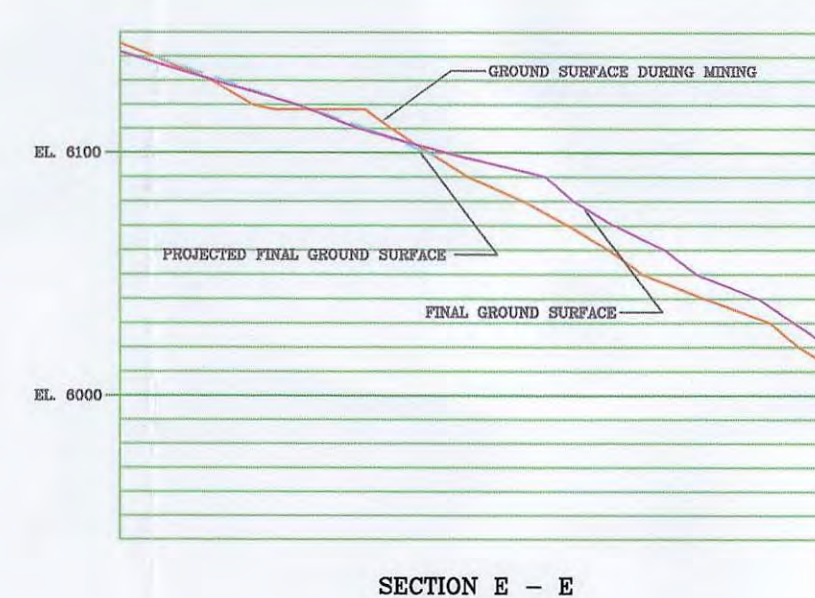
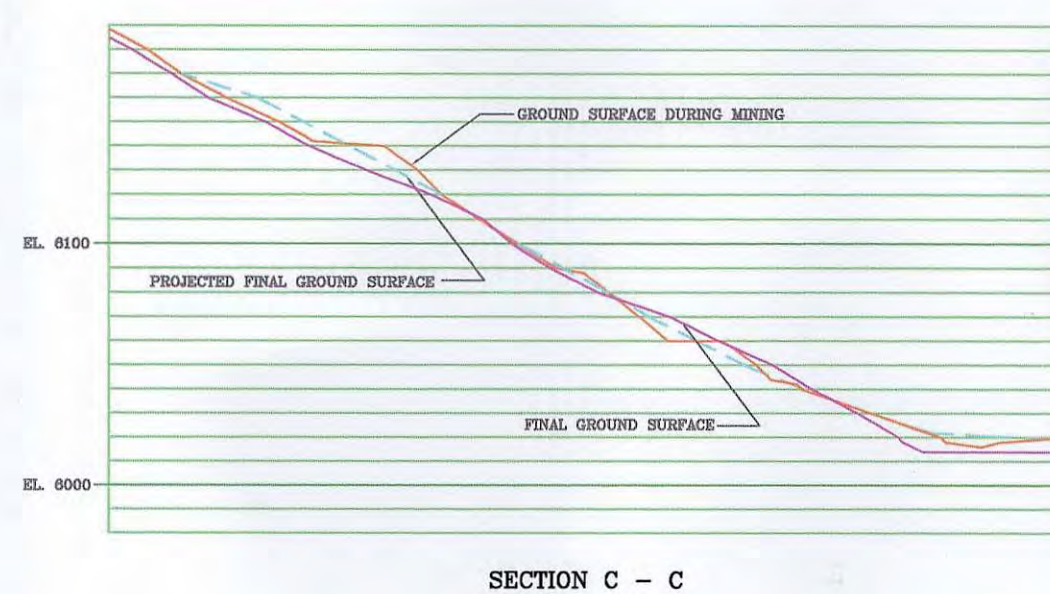
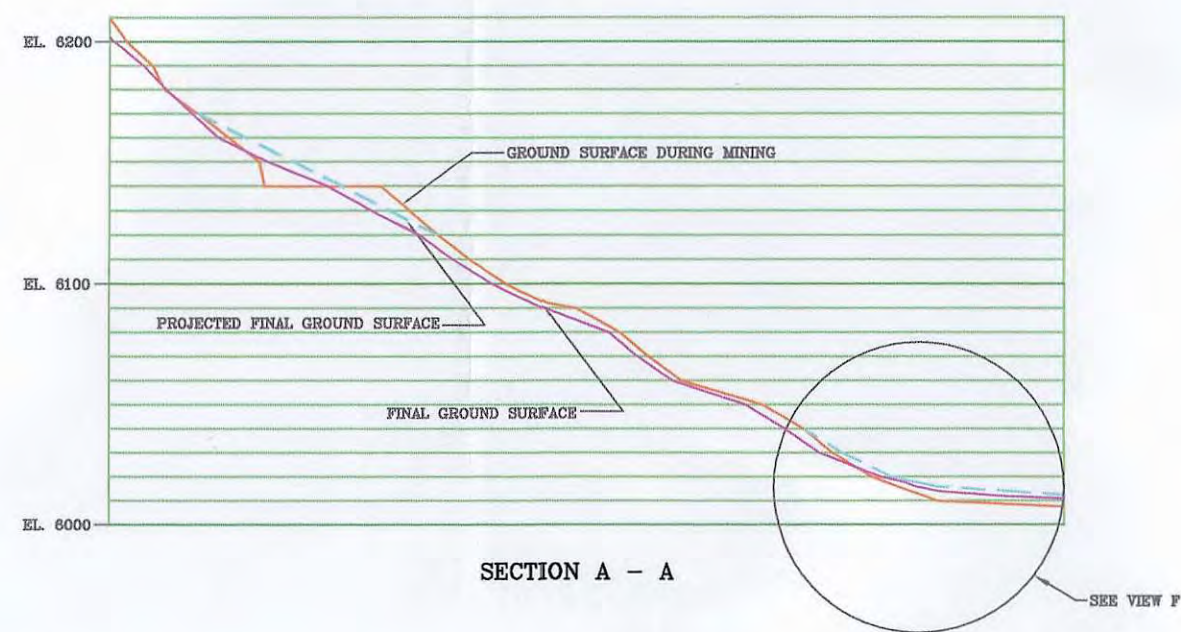


EXISTING (OPERATIONS) CONTOURS

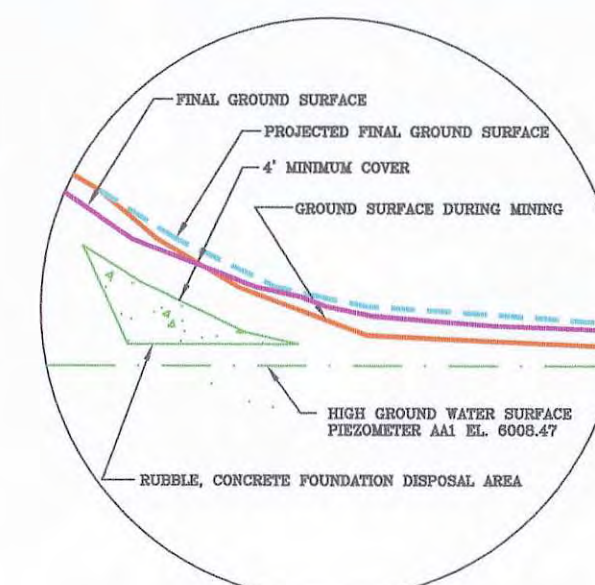
100 50 0 100 200
SCALE: 1" = 200'



PROJECTED FINAL CONTOURS



NOTES:
CROSS SECTION SCALE, 1" = 80' VERTICAL AND HORIZONTAL
FINAL GROUND SURFACE FROM MAP-17, SEPT. 16, 2002 AERIAL TOPO



LEGEND:
--- PERMIT BOUNDARY
--- GROUND SURFACE DURING MINING
--- PROJECTED FINAL GROUND SURFACE
--- FINAL GROUND SURFACE
--- U16 SETTLEMENT MONITORING MONUMENT

RECEIVED
FEB 28 2011
Division of Reclamation,
Mining and Safety



Notes:

1. Final topography and final ground surface by Data Mapping from aerial photography dated September 16, 2002.
2. The projected final ground surface is derived from the final contours submitted and approved in the permit application package.
3. Contours east of the projected unstable area and not accurate.

MR-33
APPROVED
3/22/11

BEAR COAL COMPANY		
BEAR NO. 3 MINE - EXISTING AND FINAL CONTOURS AND SECTIONS		
DRAWN BY: L.K.J.	REVISED: 02/11	
DATE: 02-02-93		
SCALE: AS NOTED	DRAWING: MAP 12	