

DATE:

October 8, 2018

TO:

Epic Construction & Environmental, Inc.

FROM:

Craig Bissonnette, Division of Reclamation, Mining and Safety

RE:

Discretionary Purchase

Enclosed is a brief description and bid schedule for the Blue on Black Project.

PROJECT LOCATION

The project is located five (5) miles northeast of Lake George, Colorado in the Pike National Forest. Please see the attached map.

WORK SUMMARY

The project work will include backfilling a number of shallow prospect pits over a roughly two (2) acre area.

PRE-BID MEETING AND SITE SHOWING

A pre-bid is not required.

BID SUBMITTAL DATE

The Deadline for all bids to be submitted is no later than 4:00 p.m. on October 17, 2018.

Bids should be delivered to the Project Manager at craig.bissonnette@state.co.us

A responsive bid must include the following, properly completed:

- Signed Bid Schedule
- Insurance Certificate
- W-9

PROJECT DATES

The project is scheduled for construction between November 1, 2018 and December 31, 2018. 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 sixty-one (61) calendar days after receipt of the Notice to Proceed. This includes ten (10) days mobilization time.

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 (averaged) 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)

NOTICE OF AWARD AND EXECUTION OF DOCUMENTS

A Notice of Award will be sent to the apparent low bidder within a reasonable time following the bid opening. The Division of Reclamation, Mining and Safety must receive the following by the date specified in the award letter:

- (a) Certificates of Insurance showing proof of required coverage and Additional Insured Endorsement;
- (b) Minority (MBE)/women (WBE) Business Participation form;
- (c) Completed W-9 forms, if required;

If the above documents are not submitted properly by the date specified in the award letter, the Division of Reclamation, Mining and Safety may elect to award the project to the next lowest bidder.

The apparent low bidder must submit a certificate of insurance with the following limits:

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 Policy (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.

LIQUIDATED DAMAGES

The liquidated damages for this project will be \$400.00 per day. Please see *General Bid Specifications 2009*, Article 39.

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.

CORA DISCLOSURE

To the extent not prohibited by federal law, this Contract and the performance measures 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.

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.

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 this Documented Quote. The Documented Quote 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 Documented Quote. 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.

Work Description

The attached *General Conditions of the Contract* and *Purchase Order Terms and Conditions* apply to all work.

Item 1.0: Mobilization/Demobilization

This item includes all costs necessary and incidental to move equipment and supplies onto the project area, perform minimal road improvements, if required, move equipment within the project area during prosecution of the project, and any other requirements necessary for the successful completion of this project per Section 1.0 of the *General Bid Specifications 2009*. The CONTRACTOR shall also operate and maintain such temporary works and equipment throughout the period of construction. This item also includes all labor, equipment, and costs associated with demobilization and clean-up of the project site following the completion of the project. Applicable temporary works, such as sanitation facilities, shall fully comply with all rules and regulations.

Measurement and Payment

No measurement for payment shall be made for this bid item. Payment of two-thirds of the lump sum price bid for Item 1.0 of the Bid Schedule shall 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.

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

It is the responsibility of the CONTRACTOR to be aware of all OSHA regulations which apply to this contract. CONTRACTOR must prepare and submit a project safety plan that covers all aspects of the project work. It is expected that the safety plan will be comprehensive and sufficiently detailed so that every member of the work crew on site understands their responsibilities and the responsibilities of the CONTRACTOR to ensure a safe and injury free work place. The safety plan must be provided to the work crew members in the language in which they are most readily able to comprehend. The CONTRACTOR and their employees or subcontractors are expected to follow the safety plan during performance of every component of the Project. The costs for developing and implementing the safety plan shall be included in this bid item.

The Project Safety Plan shall be submitted to: <u>craig.bissonnette@state.co.us</u>

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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 of two-thirds of the lump sum price bid for Item 2.0 shall be made with the first monthly progress payment after implementation of the gamma monitoring program. Payment of one-third of the lump sum price bid will be made with the progress payment following completion of all work. Payment will only be made upon approval from the PROJECT MANAGER.

Item 3.0: Backfill Mine Features

This Item provides for the backfilling and grading of numerous shallow prospect pits scattered around a roughly two (2) acre site. Features will be backfilled with adjacent onsite material and graded to blend with the surrounding contours. Monument pipes are not required.

Measurement and Payment

No measurement for payment shall be made for backfilling the mine features. Payment will be lump sum under Item 3.0 of the Bid Schedule and will be made upon completion of the specified tasks and approval by the PROJECT MANAGER. The price bid shall include all labor, equipment, tools and any other items necessary and incidental to complete the tasks as described in Item 3.0.

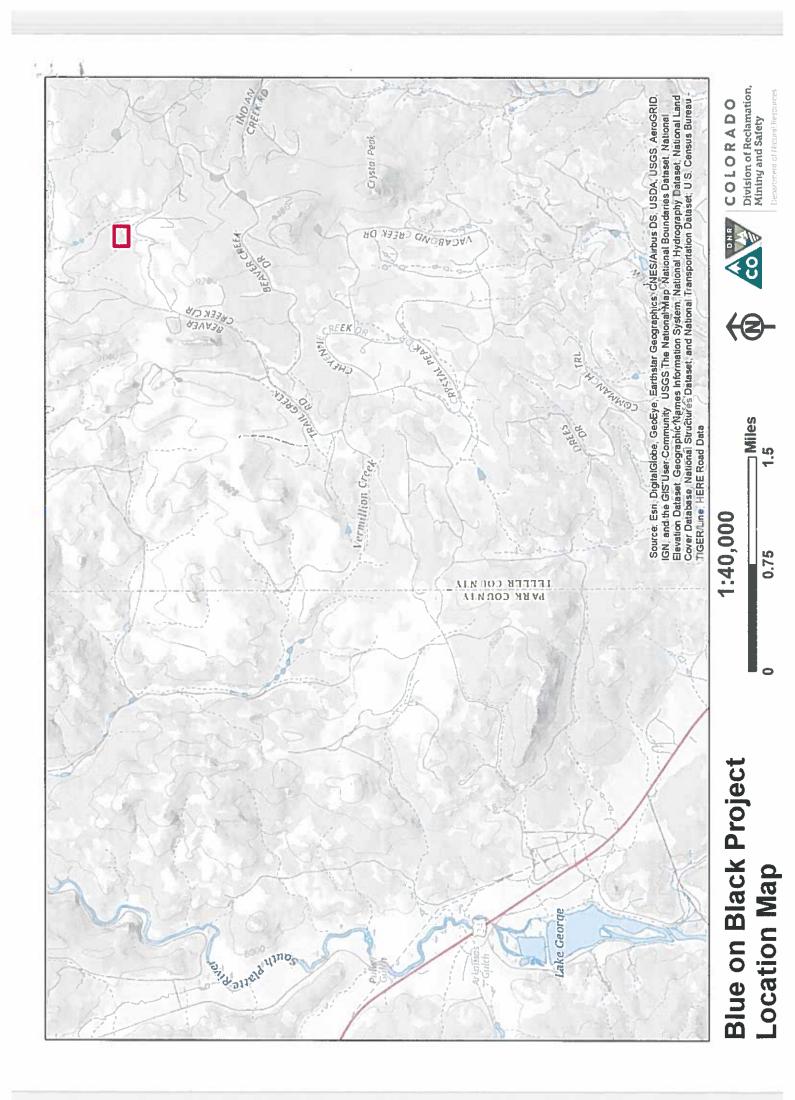
Item 4.0: Revegetation

All areas disturbed during reclamation work including access routes and any other areas specified in these Special Conditions or by the PROJECT MANAGER will be revegetated according to the Revegetation Specifications, Section 20.0 in the General Bid Specifications. Approximately one (1) acre total will be revegetated.

Commercial fertilizer and straw mulch is required for this project. Mulch must be certified weed-free. Seed will be supplied by the OWNER.

Measurement and Payment

No measurement for payment shall be made for revegetating disturbed areas. Payment will be lump sum under Item 4.0 of the Bid Schedule and will be made upon completion of the specified tasks and approval by the PROJECT MANAGER. The price bid shall include all labor, equipment, tools, materials and any other items necessary and incidental to complete the tasks as described in Item 4.0.



Blue on Black Bond Forfeiture Project Discretionary Purchase

Bid Schedule

TEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
1.0	Mobilize/Demobilize	1	Lump Sum	N/A	
2.0	SHEAP	1	Lump Sum	N/A	- 0
3.0	Backfill Mine Features	1	Lump Sum	N/A	
4.0	Revegetation	1	Lump Sum	N/A	

Contractor	Date	
Signature	Phone	
Address		

DO NOT AMEND ANY PART OF THIS BID SCHEDULE ALL PAGES OF THIS BID SCHEDULE MUST BE RETURNED ALL LINES ITEMS <u>MUST BE</u> COMPLETED

Blue on Black Bond Forfeiture Project Discretionary Purchase

Bid Schedule

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT		
1.0	Mobilize/Demobilize	1	Lump Sum	N/A	\$ 1,530.00		
2.0	SHEAP	1	Lump Sum	N/A	\$ 1,200.00		
3.0	Backfill Mine Features	1	Lump Sum	N/A	\$ 7,000.00		
4.0	Revegetation	1	Lump Sum	N/A	\$ 2,000.00		
	GRAND TOTAL \$ 11,730.00						

Contracto	Epic Construction & Environmental, Inc.	_ Date_	Oct. 24, 2018
Signature	Katherine lindroth-Gendron Phone	719)650-8	3323
Address _	319 E. Platte Ave.		
	Colorado Springs, CO 80903		

DO NOT AMEND ANY PART OF THIS BID SCHEDULE ALL PAGES OF THIS BID SCHEDULE MUST BE RETURNED ALL LINES ITEMS <u>MUST BE</u> COMPLETED

EPICCON-02

PRODUCER License # 0E63493

CERTIFICATE OF LIABILITY INSURANCE

ADELGAL

DATE (MM/DD/YYYY) 11/08/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

CONTACT

287 Ste	Orr & Associates Insurance Services 28780 Single Oak Dr Ste 255 Temecula, CA 92590			PHONE (A/C, No, Ext): (951) 5 E-MAIL ADDRESS: Service@	506-5859 Dorrandass		.(800) 474-3003
1 611	lecula, CA 92550					RDING COVERAGE		NAIC#
				INSURER A : U.S. Sp	ecialty Insu	irance Company		29599
INS	JRED			INSURER B: American Zurich Insurance Co.				
	Epic Construction & Environ	ımental		INSURER C:				
	1806 W Pikes Peak Avenue Colorado Springs, CO 80904	l		INSURER D:				
	Colorado aprings, CO 60504	,		INSURER E :				
			<u></u> .	INSURER F:				
CO	VERAGES CER	TIFICATE	NUMBER:			REVISION NUMBER:		
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						PERSONAL & ADV INJURY	\$	1,000,0
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	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$	
В	Equipment Floater		EC09509912	07/29/2018	07/29/2019	Scheduled Equip		215,9
В	Equipment Floater		EC09509912	07/29/2018	07/29/2019	Unscheduled Equip		5,0
DES Cer	CRIPTION OF OPERATIONS / LOCATIONS / VEHICL tificate holder is named as additional ins	LES (ACORE	9 101, Additional Remarks Schedu attached endorsement forn	le, may be attached if mo n(s).	re space is requi	ed)		-

CERTIFICATE HOLDER	CANCELLATION
State Of Colorado DRMS 1313 Sherman Street, Room 215 Denver, CO 80203	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
5611761, 50 00203	AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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POLICY NUMBER: U18AC101454-01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY AND BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. PRIMARY AND NON-CONTRIBUTORY TO OTHER INSURANCE

With respect to any person or organization that is an additional insured under this Coverage Part, the following is added to paragraph 4. of SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:

If you have agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary and we will not seek contribution from that other insurance. For the purpose of this endorsement, the additional insured's own insurance means insurance on which the additional insured is a Named Insured.

When this endorsement is attached to the policy it supersedes all other insurance conditions within.

B. WAIVER OF SUBGROGRATION - BLANKET

Under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, The Transfer Of Rights Of Recovery Against Others To Us Condition is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of:

- a. Your ongoing operations; or
- **b.** "Your work" included in the "products-completed operations hazard".

However, this waiver applies only when you have agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

- a. Is in effect or becomes effective during the term of this policy; and
- b. Was executed prior to loss.





STATE OF COLORADO

Department of Natural Resources

ORDER			pana co IMI	ORTANT	0.
Number:	PO,PKAA,201900006627	The or	der number and li	ne number must :	appear on all
Date:	11/15/18	invoic	es, packing slips, ca	rtons, and corres	pondence.
Description:			review each line for address and delive		ng shipping/
Blue on Black	Bond Forfeiture Project	formins	address and delive	ry instructions.	
Effective Date	: 11/12/18 Expiration D	ate: 12/31/	18		
BUYER				TKELL LANDS	
Buyer:	Kristin Miranda				
Email:	kristin.miranda@state.co.us		,		
VENDOR		for have			
1 '	ion & Environmental Inc.				
319 E. Platte A					
Colorado Sprin					
Contact:	Katherine Lindroth-Gendron				
Phone:	7196508323				
EXTENDED D				80 8 TO WAS	STANDARY SI
This project is	funded 100% through monies made a	vailable to the	ne State of Colorad	lo through revoca	ation of bond
mining operation	l by the Division of Reclamation, Mi	ning and Sat	ety for reclamation	of this previous	ly permitted
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Description:	Blue on Black Bond Forfeiture Proje	_	0.00	w7,700.75	- u
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DIVISION OF SAFETY	RECLAMATION, MINING AND	DIVISION	OF RECLAMATI		ND SAFETY
1313 SHERMA	AN STREET, ROOM 215	1313 SHER	MAN STREET, F	ROOM 215	
Denver, CO 80	203	Denver, CC	80203		
Line Item	Commodity/Item Code UOM	QTY	Unit Gost	Total Cost	MSDS Req.
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STATE OF COLORADO

Department of Natural Resources

1313 SHERMAN STREET, ROOM 215

Denver, CO 80203

Denver, CO 80203

TERMS AND CONDITIONS

https://www.colorado.gov/osc/purchase-order-terms-conditions

DOCUMENT TOTAL = \$11,730.00

Maggie Van Cleater Purchasing Direct.

Maggie Van Cleef
Purchasing Director
OO Department of Natural Resource



1313 Sherman Street, Room 215 Denver, CO 80203

December 10, 2018

Epic Construction & Environmental, Inc. 319 E. Platte Avenue Colorado Springs, CO 80903

Re: Notice to Proceed, Blue on Black Bond Forfeiture Project, Discretionary Purchase

Dear Sir or Madam:

This is to advise you that the requisite insurance policy and bonds have been approved and that the agreement covering the above named project has been fully executed. In accordance with the Contract, you are hereby authorized to begin work on the subject project as of December 10, 2018. The work shall be completed within sixty-one (61) calendar days- on or before February 9, 2019.

The Division of Reclamation, Mining and Safety 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 Division.

STATE OF COLORADO, acting by and through:

By: X

Division of Reclamation, Mining and Safety Project Manager





P 303.866.3567 x8132 | F 303.832.8106 | C 303.903.4456 1313 Sherman Street, Room 215, Denver, CO 80203 Elliott.Russell@state.co.us | http://www.mining.state.co.us [Quoted text hidden]

2 attachments



Amazonite No. 1 Map M2014042 CN01.pdf 77K

Distubnace.kmz

Bissonnette - DNR, Craig <craig.bissonnette@state.co.us> To: "Russell - DNR, Elliott" <elliott.russell@state.co.us>

Fri, Apr 13, 2018 at 10:32 AM

Yeah, landowner was the wrong term to use... that's on me. I assume she was referring to the map that you sent as she mentioned the name Painter. The map and gps data will help a bunch.

With the approval of the new permit will I be allowed to get in there and reclaim the previous disturbance?

Thanks C-

Craig Bissonnette
Project Manager



P 970.445.8635 | F 303.832.8106 PO Box 1619, Leadville, CO 80461 craig.bissonnette@state.co.us http://mining.state.co.us



[Quoted text hidden]

Russell - DNR, Elliott <elliott.russell@state.co.us>
To: "Bissonnette - DNR, Craig" <craig.bissonnette@state.co.us>

Fri, Apr 13, 2018 at 3:08 PM

I believe so. It may be best to reach out to Mr. Russell Painter and have a conversation about it. He may be planning on re-disturbing portions of his permit, so the forfeited bond could be used more appropriately/efficiently on other areas of the claim. His phone number is 719-684-4066.

Please contact me if you have any questions.



Bissonnette - DNR, Craig <craig.bissonnette@state.co.us>

Blue on Black

4 messages

Biss onnette - DNR, Craig < craig.bissonnette@state.co.us>
To: Elliott Russell - DNR < elliott.russell@state.co.us>

Fri, Apr 13, 2018 at 8:43 AIV

Hey Elliot,

Array Titterington mentioned that the landowner had a .shp of all of the existing pits on the claim before Uecker got in there and started tearing things up. Is that something you can share with me? I'm starting to put together the bid and it'd be nice to have a little more info on the site.

Thanks

C-

Craig Bissonnette Project Manager



P 970.445.8635 | F 303.832.8106 PO Box 1619, Leadville, CO 80461 craig.bissonnette@state.co.us http://mining.state.co.us



Russell - DNR, Elliott <elliott.russell@state.co.us>
To: "Bissonnette - DNR, Craig" <craig.bissonnette@state.co.us>

Fri, Apr 13, 2018 at 9:50 AM

Hey Craig,

I'm not quite sure what Amy is talking about. The landowner is the Forest Service so I think there is some confusion. There has been a new approved mining permit and operator which includes two acres of the area. During the review process of that permit, the Applicant's consultant submitted the attached map which shows their survey on some disturbance areas within and close proximity of the 2 acre permit, but not the entire claim. I have also included GPS data from November 2017 for a portion of the disturbance on the the area. Other than that you could reach out to Tim Cazier or TC Wait to see about other data, as the blue on black NOI predates my assignment Teller County and they were involved with it back then.

Hope this helps.

Please contact me if you have any questions.

Thank you

Elliott Russell
Environmental Protection Specialist
Minerals Regulatory Program



Bissonnette - DNR, Craig <craig.bissonnette@state.co.us>

Blue on Black

Crosby - DNR, Erica <erica.crosby@state.co.us> To: "Bissonnette - DNR, Craig" < craig.bissonnette@state.co.us> Fri, Oct 5, 2018 at 4:34 PM

Hi Craig,

We have \$7,908.75 in bond money. Yes, it must all be used. If you need more, we have bond forfeiture severance tax that we can add. I usually do 3 line items; mob/demob, sheap and backfilling trenches/pits. Tell Duncan (great idea to use him, btw..) to have it total exactly \$7,908.75. If you think we need more \$\$ based on the work, then come up with a final dollar amount and have Duncan agree to it on the bid schedule. Just need to write up a fair/reasonable.

I am meeting Amy on Tuesday to look at a mine closure project in the Pike Forest. I'll let her know you will be in touch.

Thanks.

Erica

[Quoted text hidden]

Erica Crosby Senior Environmental Protection Specialist



P 303.866.3567 x 8115 | F 303.832.8106 | C 303.335.8005 1313 Sherman Street, Room 215, Denver, CO 80203 erica.crosby@state.co.us | http://mining.state.co.us



Blue on Black BF Invoice

Bissonnette - DNR, Craig <craig.bissonnette@state.co.us>

To: Teresa Ryan - DNR <teresa.ryan@state.co.us>, Gayle Bashor - DNR <gayle.l.bashor@state.co.us>, Tara Tafi <tara.tafi@state.co.us>, Erica Crosby <Erica.Crosby@state.co.us>

Hi Teresa,

Attached is invoice #BlueonBack (\$10,730.00) submitted by Epic Construction for work completed on said project. The invoice has been reviewed and is approved for payment. All goods and services shown have been received and are satisfactory.

The invoice was reduced by \$1,000 (from Item 3.0) as an access road we were planning to remove was too frozen to do so.

This is the final invoice. Accompanying logs are also attached.

Erica noted that once the funds in the bond have been spent please bill to the following accounts.

FORFMNSITE18**	PCAADFM80
FORFMNSITE19**	PCAADFM90

Thanks, C-

ps.. I will also have an invoice for Champion to you early next week. They are correcting it now...

Craig Bissonnette Project Manager



P 970.445.8635 | F 303.832.8106 PO Box 1619, Leadville, CO 80461 craig.bissonnette@state.co.us http://mining.state.co.us



2 attachments





Crystal Creek - Native Reveg Seed Mix

This is fairly generic, but will likely germinate and provide good cover.

Species	Common Name		Percent of mix
Elymus trachycaulus	slender wheatgrass		25
Bromus marginatus	mountain brome		25
Festuca arizonica	Arizona fescue		15
Poa fendleriana	muttongrass		10
Elymus elymoides	squirreltail		5
Muhlenbergia montana	mountain muhly		5
Koeleria macrantha	junegrass		5
Pascopyrum smithii	western wheatgrass		5
Bouteloua gracilis	blue grama	1	5

A seeding rate of 10 lbs/acre should be plenty. I haven't included any forbs as they generally have abundant seeds in the soil that last years. They seem to work in just fine on their own.

All of the species listed above are readily available at a reasonable cost.

Recommended Seed Distributors:

Coaldale, CO

Western Native Seed (excellent native seeds)

Greeley, CO

Pawnee Buttes (generic native seeds)

Sharp Brothers (generic native seeds)

INVOICE

Invoice Number: 3-39130

(please show this invoice number on all payments)

Project: Blue on Black

Customer Number: GS114251

Sold To:

Colorado Division of Reclamation, Mining & Safety 1313 Sherman Street

Room 215

Denver, CO 80203

Ship To:

Colorado Division of Reclamation, Mining & Safety

1400 Mountain Pines Court

Leadville, CO 80461

Terms:	Customer P.O.	Ordered By:	Phone Number:	
Net 30		Craig Bissonnette	720-425-4122	
Shipper:	Freight: Prepaid/Collect	FOB:	Sales Rep:	Date Shipped:
UPS	Prepaid	Origin	Daryle Bennett	19-Nov-18

	Quantity St	nipped				
Price By	PLS	Bulk	Description	Variety	Price	Total
*** MIX # 1	193290 BLUE	ON BLA	CK ***			
PLS#	12.50	12.69	Elymus trachycaulus ssp. trachycaulus Slender wheatgrass	Copperhead		
PLS#	12.50	13.05	Bromus marginatus Bromegrass, Mountain	UP Cold Springs		
PLS#	7.50	8.27	Festuca arizonica Fescue, Arizona	Redondo		
PLS#	5.00	5.50	Poa fendleriana Muttongrass	Ruin Canyon		
PLS#	2.50	3.01	Elymus elymoides Bottlebrush squirreltail	Pueblo		
PLS#	2.50	2.63	FESTUCA SAXIMONTANA Fescue, Rocky Mountain	VNS		
PLS#	2.50	3.21	KOELERIA MACRANTHA Prairie junegrass	UP Sims Mesa		
PLS#	2.50	2.79	Pascopyrum smithii Western wheatgrass	Arriba		
PLS#	2.50	2.94	Bouteloua gracilis Blue grama	Bad River		

MIX SUBTOTAL (5 Acre @ \$ 115.3800 Per Acre): \$ 576.90

Notes: PAID VIA VISA 1Z6R050R0341472757

Subtotal: \$ 576.90 Freight: \$ 22.25 Sales Tax: **Tax Exempt GRAND TOTAL:** \$ 599.15 PLEASE PAY PER THIS INVOICE, NO STATEMENT WILL BE SENT.

granite PACKING SLIP



and erosion control

Received By:

490 East 76th Ave., Unit A Denver, Colorado 80229 Toll Free (888) 577-5650 Fax (888) 695-5450

Sold To:

Colorado Division of Reclamation, Mining & Safety

1313 Sherman Street

Room 215

Denver, CO 80203

Invoice Number: 3-39130

Project: Blue on Black

Ship To:

Colorado Division of Reclamation, Mining & Safety

Craig Bissonnette

1400 Mountain Pines Court

Leadville, CO 80461

Terms: Net 30	Customer P.O.	Ordered By: Craig Bissonnette	Phone Number: 720-425-4122	
Shipper:	Freight: Prepaid/Collect	FOB:	Sales Rep:	Date Shipped:
UPS	Prepaid	Origin		

	Variety	Certification	Lot Number
ON BLACK ***			
Slender wheatgrass	Copperhead	uncertified	W62-238-4196Q
Bromegrass, Mountain	UP Cold Springs	source	15100-0
Fescue, Arizona	Redondo	certified	BG3388-15
Muttongrass	Ruin Canyon	source	2016,0335
Bottlebrush squirreltail	Pueblo	selected	1882-1
Fescue, Rocky Mountain	VNS	uncertified	1023
Prairie junegrass	UP Sims Mesa	uncertified	BFI-18-12157663
Western wheatgrass	Arriba	certified	1530-1
Blue grama	Bad River	uncertified	E5559
		MIX	TOTAL Bulk: 54.0
		141134	TO ITLE DOM: 04.
	Slender wheatgrass Bromegrass, Mountain Fescue, Arizona Muttongrass Bottlebrush squirreltail Fescue, Rocky Mountain Prairie junegrass Western wheatgrass	Slender wheatgrass Bromegrass, Mountain Fescue, Arizona Muttongrass Bottlebrush squirreltail Fescue, Rocky Mountain Prairie junegrass Western wheatgrass Copperhead UP Cold Springs Redondo Ruin Canyon Pueblo VNS VNS UP Sims Mesa Arriba	Slender wheatgrass Copperhead uncertified Bromegrass, Mountain UP Cold Springs source Fescue, Arizona Redondo certified Muttongrass Ruin Canyon source Bottlebrush squirreltail Pueblo selected Fescue, Rocky Mountain VNS uncertified Prairie junegrass UP Sims Mesa uncertified Western wheatgrass Arriba certified Blue grama Bad River uncertified

PACKING SLIP Invoice will be sent separately

Please read the reverse side of this form carefully. The terms and conditions of sale set forth on both sides of this form constitute the entire agreement between Seller and Buyer, All purchases of products by Buyer shall be governed and subject to the terms and conditions of sale set forth on the reverse side hereof, as in effect from time to time, and nothing contained in any product order of buyer shall in any way modify such terms and conditions of sale or add any additional terms and conditions unless agreed upon in writing by a corporate officer of Granite Seed. Any additional or inconsistent terms and conditions of any product order of Buyer shall be deemed stricken from such order and each product order shall be deemed to incorporate all of these terms and conditions of sale. Acceptance by Buyer of these terms and conditions is acknowledged by either (1) Buyer's signature set forth herein, or (2) receipt by Buyer of delivery of the products described herein and failure by Buyer to return such products within five (5) days following such delivery.

TERMS AND CONDITIONS OF SALE

All sales made by Granite Seed ("Seller") are made on the following terms and conditions of sale:

1. Prices and Tax.

Prices are exclusive of an federal state and local taxes, fees or charges now in torce in enduel in the feture. Any such taxes, fees or charges in posses by any gave inmental authority on, or measured by the Bryon in addition between Seller and Buyon will be price by the Bryon in addition to the prices guoted or invoiced in the event that Seller's required to pay any such taxes, fees in charges of the inner seller or themselfer, Buyer will country to Seller themselfer.

2. Delivory

a) D $_{\rm c}$ y with the most F.O.B. Stress than Deriver. Coverallo, uses so the ways specified. The time of delivery is the time the products to be scalarous are picked up by the

b) Title to the ared out will pass to Buyer upon delivery of the products by Select to corner (E.O.B. Dinner, Colorado) and open that he very Buyer will be responsible for and bear the entire rule of these thorness or passages thereto.

3. Shipmon

In the products by the method it divers most advantageous. The products by the method it divers most advantageous. The publisher charge will be collected on divery or, if prepells will be consequently in a control Buyer. Unless on sown indicated buyer is blinged to obtain insurance mainst carriage to the products being shipped. Unless inherence product of the products will be shipped in standard commercial practicality. When is recall or expert packaging is required or in the product of the same in not set forth in the matter account of the same in not set forth in the name will be separately invoiced.

4. Security Interest

Some more as a purchase money security interest in products additional transport of the purchase products and transport of the number of default by Buyer and yof its additional to Softer Softer without ability to Buyer Security transport of the products and here index without ability to Buyer Security transport of the number of the products of the number of the products of the number of the products of the divide of the number of th

5. Invoices and reins of Payment

in the fortwill invoice. Buyer for the purchase price of products soil to Eagler by Setter which invoice may also reflect charges for five it, an unit, there is and other an our is payable to Selfer by Buyer to another concurrently with or immediately after the

b) Faymen It me we not thirty 300 days unless otherwise specified Accounts 20 days partidire will be subject to a monthly charge of the rate of one and one-half percent (1.5%) per mental to crive if the content of the counts of A Selections of the counts of the counts

d) High shall may all of Seller's costs and expenses (including reasonable address, a feet to enforce or preserve Seller's man a reserve.

6 Proprietary Rights and Confidentiality

a) Portuge of the products supplied and accompanying product products are inclinals are proportion to Seller. See the product of and data portaining to any product sold and product to course and materials provided that where the product of seller not seller to the product of seller not seller not

information and materials concerning Seller's business, business plans, customers, technology and products that are confidential and of substantial value to Seller's business would be impaired if such information view disclosed to find partie. Buyer agrees that it will not use in any way for its own account or the account of all find party, not discount any such confidential information rules of it it.

Seller, Buyer shall take every recommendation to product the confidentiality of such information.

7 Limited Warranty

a) Subject to subsections (b) and (c) hillow Subsections and that the products sold meet selfer's written so continue and abeling therefor when shipped, within rucegnized in dustry tolerances. This warranty is continged to upon proper handing and use of the products in the applicables are with they warranty or representation on behalf of Selfer other than or inconsistent with the limited warranty

b) Except for the express limited warranty refiltered above, seller grants no other warranties express or implied, regarding the products sold hereunder, thir in fitness for any purpose their quality, their merchantability, or otherwise. Seller does not make to Buyer or any customer of Buyer by virtue hereof or any product order, and hereby expressly disclaims any other representation or warranty of any kind with respect to the products.

c. Seller will not be liable for any loss, dennues or penally resulting from delay in delivery when such delay in due to causes beyond the reasonable control of Seller including but not limited to supplie, delay transportance disruption, for imajeure and of God, labor enters, first, uspection, earthquake, in any such event, first, uspection, earthquake, in any such earthquake, in any such control to the substitute of the limited warranty, or, at the election of Seller, a refund of the purchase price of the defective products. In no event shall Seller be liable for the cost of the procurement of substitute products by Buyer or any Customer, or for any special, consequential or incidental damages for breach of warranty. This exclusion includes any liability that may arise out of Third-party claims against Buyer. The essential purpose of the provision is to limit the potential liability of Seller arising out of the sale of this product to Buyer.

8. Substitutions and Modifications

Seller will have the right to in a electronic and modifications in the specifications of a rounds sold by Saller provided that such substitutions or more fications will make man, affect overall product professions.

9. Change Orders

Buyer may utilize written change orders walked a result, to orders that have not yet been accounted by Sellin For orders that have been accounted by Sellin For orders that have been accounted by Sellin For orders shipped. Buyer may utilize written change or to sell been a following conditions

 a) Buyer may not cancel orders for custom seed mix products after such products have been prepared by Seller and are ready for shipment.

percent (20%) of the nurchase price of the product on all orders returned for credit or mund or cancelled or delayed by Buyer later than three (3) days prior to slipping it. Selfer reserves the right to refuse acceptance of any manufals returned for credit or a returned.

10. Rejection of Goods

a) Buyer shall inspect or products promitly upon receipt thereof and may reject any products it is failing any material way to meet the specifications set form in Separ's current labeling therefore. Any products not properly reside with five (5) days of receipt by Buyer shall be deemed accepted by if during such five (5 day acrost Buyer finds any damage to the products pure asset, Buyer shall be respectible for obtaining the necessary remaining from the commits age and on filing a claim therewith in accordance with such carrier's procedures. If Buyer finds a short count, or products

are shipped via Solar's carrier (not continue carrier). Bever thall fine a num with Selar accompanied by documentation substantiating such claim, within five (5) days after receipt of highest Claims lacking proper documentation or not timely submitted will not be honor.

c) Attended five (5) may across Buyer may nor mitim; robusts to Solid, for any rousen without Sellers provintion consent. Series any products for which Solider areas auch consent. Series shall charge Buyer a respectively of equal to twenty percent (5). It is the purchase prop previously acrd to deven account Buyer shall be responsible for a suppose charges.

11. Bankroptev

If Buyon in becomes sanknot o inserted. Compainds will its criditions (iii) commences to be wound up or disserved, or my suffers a recover to be appointed. Select will be at being try before in which is agreement with Buyon without principal intervention or described of ordular Buyon and will out provide to any matter remedy which may have account or may account thereafte to splier.

12 Buyer's Indensity Regarding Third Party Claims Export at Chemical Sylves y provided before Duyer shall be responsible to any and an ice 6s or damages arising out of or many in connection with the use of the produce by duyer or any third party or other refuse it comes, activity it yer agrees to indemnify and hold Sector harmless from and with respect to any 5 in hossion dismans including without healthcan afterneys' feel and costs.

13. Entire Agreement

a. The letter and condition, set forth herein constitute the other agreement between Select and Buyer.

In this surrement may not be modified to uppellemented, qualities or interpreted by any trade upper or print course of teaming not made a part to our by as express terms.

Buyer hereiny acknowledges that it has not entered into the

c) Bryer hereby acknowledges that it has not entered into this second in returned upon any warrantly or representation by any person or notify except for the warrantles or representations specifically set forth herein.

14. Waive

The finance by self-into enforce at any time any of the provisions of this name in ant, to uxercise any election or option provided hereon or to require at any time the performance by the or of any of the provisions harein will not in any way be constituted as a warren of tirch provisions.

15. Authority

Buyer represents that the person who relaignature is set forth them on behalf of Biyer's duly authorized and empowered buyer to enter into this agreement and to appeal the times and conditions contained herein an inceptable.

6 Errors

5's no puphs and clery a errors in sales made under the agreement is a subset to conscion.

17 Applicable Law

The prominent will be governed by the laws of the East of Colorado applicable to contracts entered into and to be rent med united, within such State.

18 Jurisdiction and Venue

The Colorano state counts of the County of Dinner Caloradoror, if there is excussive the end jurisdiction, the University Education and Count for the District of Colorado will have exclusive jurisdiction and verse over any dispute at ling out of this account and Buyer mereby consents to the array of the

19. Attorney's Fees

Reasonable storm ys fees and conts with awarded to the prevailing carty in the event of litigation involving the enforcement or interpretation of this unreasonant.

Epic Construction & Environmental Inc.

319 E. Platte Ave. Colorado Springs, CO 80903

Invoice

Date	Invoice #
12/12/2018	BluconBlack

Bill To	
DRMS 1313 Sherman St. Rm 215 Denver, CO 80203	

P.O. No.	Terms	Project
		Λ

Quantity	Description	Rate	Amount
- I 1 I	Item1: Mobilization Item 2: SHEAP Item 3: Backfill Mine Features Item 4: Revegetation	Rate 1,530 1,200 6,000 2,000	00 1,530.00 00 1,200.00 00 6,000.00
			>
		Total	\$10,730,00

Manager: _____

Weekly Work Log

Project: Blue On Black

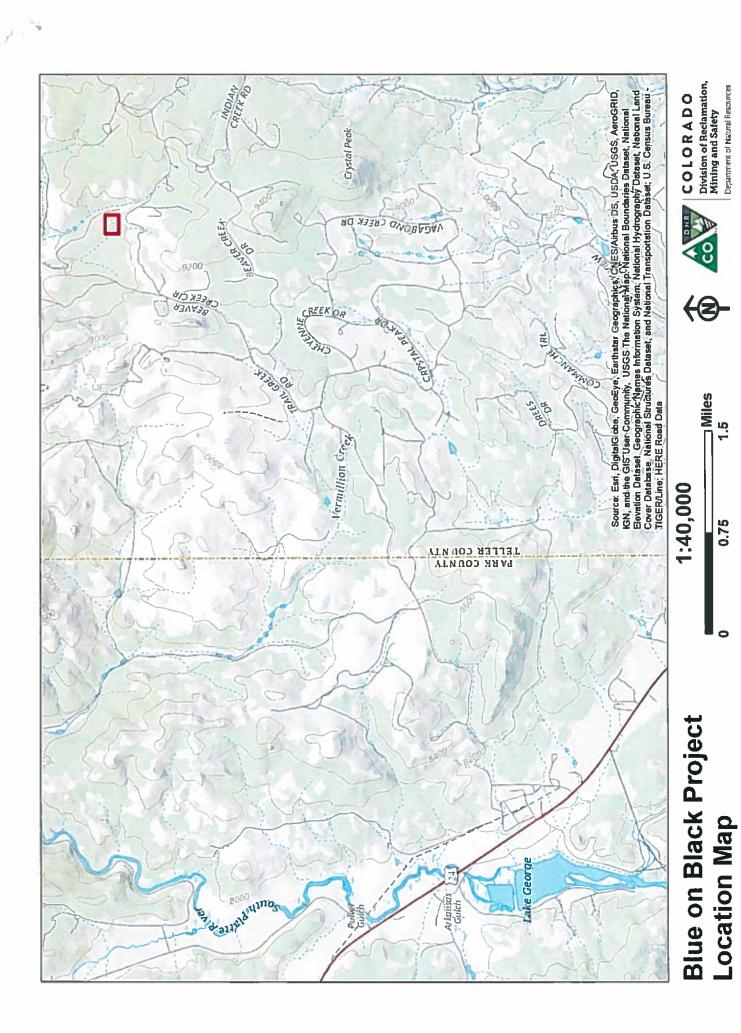
Saturday Date:	Weather:	Tasks:	Notes:
Friday Date:	Weather:	Tasks:	Notes:
Thursday Date:	Weather:	Tasks:	Notes:
Wednesday Date:	Weather	Tasks:	Notes:
Tuesday Date: Dec. 71	Weather: Sun	Tasks: Back fill Prospect Pits	Notes:
Monday Date: Dec. 10	V	Tasks: Mob. Back fill Prospect Pits	Notes:
Sunday Date:	ı	Tasks:	Notes:

Epic Construction & Environmental Inc.

Colorado Inactive Mine Reclamation Program Blue on Black Bond Forfeiture Project Closeout Report

Introduction: The Blue on Black Claim is located in the south half of Sections 11 and 12, Township 12 South, Range 71 West, 6th Principal Meridian, Teller County, Colorado. The site is located within the Crystal Creek mining District in the Pike National Forest. Due to the operator's failure to comply with ordered corrective actions, NOI #P-2003-031 was revoked and the financial warranty forfeited on September 5, 2014.

mancial warranty tortexed	on outlined of 2014.			
Permit Information				
Permit Number: Operator Name: P-2003-031 (NOI) Jason Uecker		Mine Name: Blue on Black		
Type of Mine: Mineral Pr	rospecting	Commodity Mined: Quartz sandstone)	(quartzite/quartz	
PRE-RECLAMATION SITE CONDITIONS: The Blue on Black claim is roughly two acres in size with a double-strand wire fence around the entire perimeter. Roughly fifteen (15) prospecting pits and trenches of varying depth and dimensions were scattered around the claim totaling approximately 1.5 acres of disturbance. The USFS had previously seized and removed some equipment and a trailer but other random debris and trash still littered the site. Permit conditions limited prospecting activities to a maximum of ten (10) pits with a total disturbance of under one (1) acre or less at a time.				
sourced to Epic Construc	ON INFORMATION: Due to time constraint tion & Environmental, Inc. Reclamation of contract for the amount of \$11,730.00. Actual	the Blue on Black claim was	completed under a	
Type of Bid: Discretional Bid as the Blue on Black		2700 PKAA 1000 PC01027 2700 PKAA 1000 PCAADFI		
PO Number: PKAA-201900006627 PO Date:	Contractor Name & Address: Epic Construction & Environmental, Inc. 319 E. Platte Ave. Colorado Springs, CO 80903	Construction Dates: Start: 12/10/2018 End:	Bond Amount: \$ 7,908.75 Project Cost:	
11/12/2018		12/11/2018	\$ 10,730.00	
Construction Work Description: The Notice to Proceed was issued on December 10, 2018 and construction commenced immediately. All open prospecting pits were backfilled with a backhoe using onsite waste rock material. Backfilled surfaces were left in a roughened condition and all disturbed areas were seeded with a USFS "Crystal Creek" native seed mix and mulched with weed-free straw. All reclamation activities were completed and the contractor demobilized on December 11, 2018. The contract was reduced by \$1,000.00 because an access road planned for reclamation (closure) was too frozen to do so.				
Remaining Reclamation Requirements and Estimated Cost: None				
Craig Bissonnette Project Manager	emailectaig bissonnette@state.co.us, c=US Date: 2022.02.03 11:27:50 -07'00'	Tara C Tafi Department our Reclamate email et ara. La	ed by Tara C Tafi C Tafi, o=Colorado of Natural Resources, ion, Mining, and Safety, iflebstate.cous, c=US 2.03 09:16:10 -07:00	
2/3/2022 Date		2/3/2022 ate		



As of: 12/30/18

PROJECT NAME BLUE ON BLACK BE CONTRACTOR EPIC CONSTRUCTION

ADDRESS 319 E PLATTE AVE COLORADO SPRINGS CO 80903

PHONE NUMBER 719 650 8323

PROJECT MANAGER CRAIG BISSONNETTE

ENCUMBRANCE DOCUMENT PO PKAA 2019*6627

7,908.75 3,821.25 CHANGE ORDER #1 ORIGINAL BID \$ 7,908.75 \$ 3,821.75 \$ 11,730.00 2700 PKAA 1000 PC0102770 \$ 2700 PKAA 1000 PCAADFM80 \$

1112019*92760

12/24/2018

FINAL INVOICE

IN PKAA 2019*158 12/17/2018

-	FEATURE	FUNDING	BID SCHEDULE	INVOICE # BlueonBlack	Milech TOTAL INVOKCED	BALANCE
튱	.0 MOBILIZATION/DEMOBILIZATION	BOND FORFEITURE	\$ 1,530.00	\$ 1,530.00	\$ 1,530.00	• \$
S	O SHEAP	BOND FORFEITURE	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	- \$
		BOND FORFEITURE /BF				
8	3.0 BACKFILL MINE FEATURES	SEV TAX	\$ 7,000.00	\$ 6,000.00	\$ 6,000.00 \$	1,000.00
틍	4.0 REVEGETATION	BF SEV TAX	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	٠ .
ł		TOTAL	\$ 11,730.00	\$ 10,730.00	\$ 10,730.00	\$ 1,000.00 Liquidated

FINAL INSPECTION AND CERTIFICATE OF COMPLETION

COLORADO DIVISION OF RECLAMATION, MINING AND SAFETY

1313 Sherman St., Rm. 215 Denver, CO 80203-2273

(303) 866-3567

	(000) 000 000
Project Name	Date
Blue on Black Project	December 11, 2019
Contractor Name	Bid #
Epic Construction & Environmental	Direct Bill
Contractor Address	Project #
319 E. Platte Ave., Colorado Springs, CO 80903	N/A
	PO #
	PO-PKAA-201900006627
Project Manager	

Craig Bissonnette This is to certify that all work under the above Agreement was ready for final inspection on December 11, 2019 and that the work was

completed in accordance with the requirements of the agreement with the following exceptions: No Exceptions.

(attach additional pages, if required) and it is recommended that, upon completion of the exceptions listed above, the work under this Agreement be accepted.

DRMS Project Manager Signature

The above exceptions were completed on (da The above exceptions were completed on (date): N/A

DRMS Project Manager