

CONTRACT DOCUMENTS AND SPECIFICATIONS
AML PROJECT 17J, CARNEY MINE
SUBSIDENCE MITIGATION
SHERIDAN COUNTY, WYOMING



BY: PHC RECLAMATION, INC.
7300 YELLOWSTONE ROAD, NO. 5
CHEYENNE, WY 82009

CLIENT: WDEQ / AML DIVISION
HERSCHLER BUILDING
CHEYENNE, WY 82002

Draft

April 3, 2009

Mr. Jack Smith
DEQ/AML
1866 South Sheridan Ave.
Sheridan, WY 82801



**RE: AML 17J, CARNEY MINE
SUBSIDENCE MITIGATION
95% DRAFT DESIGN SUBMITTAL**

Dear Jack:

This letter transmits one (1) set of the 95% draft design plans and specifications specific to the above referenced project for your review and comment. An additional five (5) sets were prepared and submitted to the below mentioned recipients.

The AML boilerplate documents, Sections A, B, D, E, F, G, and I, are not included in this submittal. The final sections will be prepared by Ms. Vicky Zimmerman (AML Project Officer) when a bid number and bid date have been established.

If you have any questions or concerns regarding this information, please feel free to contact me at your earliest convenience.

Sincerely,

PHC RECLAMATION, INC.

Chris L. Walla, P.E.
President

Cc: Mr. Bill Locke, P.E., AML Program Manager
Ms. Marcia Murdock, AML NEPA Coordinator
Mr. Don Luse, Padlock Ranch
AML Library
PHC-REC Project File



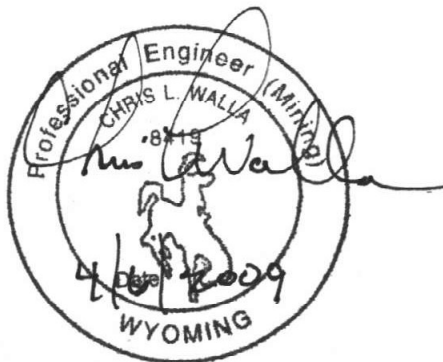
CLW/dlw
Enclosures

●ENGINEERS' CERTIFICATE●



I HEREBY CERTIFY THAT I PREPARED OR DIRECTLY SUPERVISED THE PREPARATION OF THESE SPECIFICATIONS, AND THAT I AM A DULY REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF WYOMING.

DRAFT



CHRIS L. WALLA, P.E.
WYOMING P.E. NO. 8419

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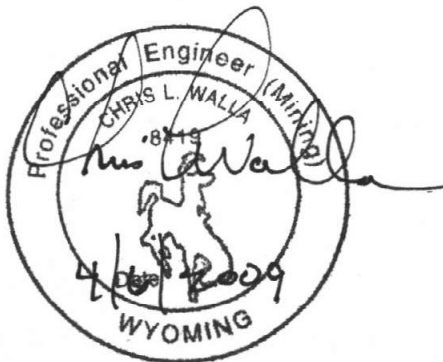
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WYOMING P.E. NO. 8419

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AML CONTRACT FORMS
EXTRA WORK ORDER – SCOPE OF WORK
EXTRA WORK ORDER – UNIT RATES
STORM WATER POLLUTION PREVENTION PLAN

SECTION C **BID QUANTITIES**

The following is a summary of the estimated bid quantities for this contract. The official "Bid Schedule C" will be distributed at the mandatory bidder's tour to all qualified Contractors.

BID SCHEDULE – BID NO.: XXXX **ABANDONED MINE LAND DIVISION** **PROJECT 17J, CARNEY MINE** **SUBSIDENCE MITIGATION** **SHERIDAN COUNTY, WYOMING**

ITEM NO.	BID ITEM	ESTIMATED QUANTITIES	
J-1	MOBILIZATION/DEMOBILIZATION	1	LS
K-1	MOTOR GRADER	225	HR
K-2	TRACKED EXCAVATOR	150	HR
K-3	TRACKED DOZER W/RIPPER	225	HR
K-4	WATER WAGON	150	HR
K-5	FOREMAN W/P.U. TRUCK	225	HR
K-6	LABORER	50	HR
L-1	CONCRETE	24	CY
L-2	12" ROCK BACKFILL	24	TON
L-3	6" ROCK BACKFILL	180	TON
M-1	AGRICULTURAL PRE-RIPPING	45	AC
M-2	FERTILIZER	45	AC
M-3	AGRICULTURAL DISKING	45	AC
M-4	PITTING AND SEEDING	45	AC
N-1	FABRIC SEDIMENT FENCE	3,050	LF
O-1	MISCELLANEOUS FORCE ACCOUNT	\$15,000.00	LS
P-1	FENCING	5,900	LF

SECTION J

MOBILIZATION/DEMobilIZATION

1.0 GENERAL

- A. Work covered under this section involves all Mobilization and Demobilization related items. Incidental work not mentioned elsewhere in the Contract Documents is to be included in Mobilization.
- B. Upon receipt of Notice to Proceed, Contractor shall furnish, move in and install such temporary works, equipment and construction facilities as are necessary for successful completion of the work. The major elements of this section include: clearing, grubbing and minor earthwork required for the establishment of an adequate staging area, construction water, the establishment of a communication system, and the provision of all equipment, tools, material and personnel required to complete the work specified in the specifications.

1.1 CONDITIONS AND RESTRICTIONS

- A. Due to the nature of work, attendance of the Pre-Bid Tour and Pre-Bid Meeting is mandatory. Bids from Contractor(s) who do not attend the tour and meeting will not be accepted. The Contractor shall acknowledge in the bid that the site conditions have been examined and that the measurements and evaluations necessary to plan and bid the work have been made.
- B. The Contractor shall identify and develop rapid communication procedures with the closest available emergency medical response units and medical centers. All foremen, superintendents and managers shall receive instructions in emergency response procedures.
- C. The work shall occur during daylight hours and shall not be performed when darkness or other conditions require the use of artificial light to safely perform the work, without the prior written approval of the Engineer.
- D. The Contractor shall name Padlock Ranch as additional insured on the general liability insurance. The Contractor will provide proof of insurance at the Pre-Construction Meeting.
- E. The Contractor shall be aware of the potential for disturbance of claim corners, section corners, cultural artifacts, historical features and similar objects during construction. In the event that any such features are encountered, construction in the area shall cease and the Contractor shall

immediately notify the Engineer. Delays associated with such items shall not count against the Contract time

- F. The Contractor shall remove and promptly dispose of any contaminated or dangerous materials encountered. Transformers, oil-filled electrical equipment or other toxic materials shall be called immediately to the attention of the Engineer. Disposal of such items shall be at the direction of the Engineer in accordance with federal and state requirements.
- G. Materials shall not be burned on site without appropriate permits and the approval of the Engineer.
- H. The work shall stop and the Engineer shall be notified immediately if an accident occurs or upon discovery of a hazard that threatens the safety of workers or the public. The Engineer shall be notified immediately of any situation, which may cause environmental damage.
- I. The Contractor shall provide, erect, and maintain temporary barriers, signs, and security devices as necessary to ensure the safety of the Contractor's personnel, AML's personnel, and the general public.
- J. No materials shall be placed in or be situated such that they may enter any stream, tributary or other drainage channels.
- K. The Contractor shall submit to the Engineer daily logs and/or reports each week indicating the following: 1) crew size, 2) hours worked, 3) equipment used, 4) work completed, 5) delays, 6) equipment downtime, 7) injuries, 8) problems/concerns encountered, and 9) any public complaints received.
- L. Should onset of adverse weather conditions force construction to stop work prior to completion, the site shall be left in a condition that minimizes safety hazards and risk of erosion by heavy storm events. Temporary erosion control structures may be required.
- M. Contractor shall remove from the project site all debris created during construction activities.
- N. The use of explosive materials within the project boundary is prohibited.

1.2 **ADDITIONAL DEFINITIONS TO SECTION I OF THE SPECIFICATIONS**

The following definitions are provided to help the Contractor interpret and understand the meaning of some of the specialty work involved. They are for information only:

A. Coal:

A solid, brittle, more or less distinctly stratified, combustible carbonaceous rock that varies in color from dark brown to black. For the purpose of these specifications, Coal is considered an "Unsuitable Material" as described in Section I and J.

B. Coal Slack:

Commonly used to describe the smaller sizes of coal passing through screen openings approximately 1 inch or less in diameter. For the purpose of these specifications, Coal Slack is considered an "Unsuitable Material" as described in Sections I and J.

C. Underground Coal Mine:

An excavation beneath the surface of the ground from which coal is extracted.

D. Encapsulate:

To isolate undesirable materials including coal, coal slack, etc. within the designated fill area. The encapsulation area shall be a minimum of 5' above the ground water table and a minimum three (3) foot cap of desirable material as defined by the Engineer.

1.3 **CONSTRUCTION STAGING AREA**

- A. It is anticipated that one (1) construction staging area will be required. The construction staging area, equipment storage area, and materials lay down area shall be confined to within the area shown on the drawings or as staked in the field by the Engineer. Staging areas to be established at locations other than those shown on the drawings or as staked in the field by the Engineer must be submitted and approved by the Engineer in accordance with Section I-1.H.
- B. The Contractor is responsible for his or her own work area, storage area, and maintaining security and preventing livestock intrusion. The staging area may be fenced at the Contractor's discretion to prevent loss or damage to the Contractor's equipment and materials and to any instruments, equipment, or other materials brought to the site by AML and the Engineer.
- C. The Contractor accepts the liability of negligent damage or loss of said equipment during project life.

- D. The cost to install a perimeter fence around the staging area, construct and maintain the staging area and/or equipment storage area in compliance with all regulations and final clean-up in accordance with Section J-3.3 is to be borne by the Contractor and considered subsidiary to Mobilization.
- E. The disposal of solid waste, used petroleum products, sewage waste or any other discarded trash is the responsibility of the Contractor.
- F. All products shall be stored in the staging area in such a manner to conform to all Sheridan County, State, and Federal regulations. Areas containing petroleum products including fuel storage tanks or trucks shall be bermed to contain spills and allow complete clean up.
- G. The Contractor must pay all required fees and dispose of all solid waste created by his or her operation in an approved land fill site. All waste petroleum products and cleaned up materials from petroleum spills must be disposed of in accordance with DEQ regulations.
- H. Burial of solid wastes or waste petroleum products will not be permitted within the project limits.
- I. If present, the Contractor shall strip the topsoil before moving onto the staging area. The topsoil shall be stripped to a minimum depth of 10 inches or as directed by the Engineer. The topsoil shall be stockpiled in a manner to minimize wind and water erosion and unnecessary compaction. The topsoil stockpile shall be identified with a sign of minimum dimensions of eight (8) inches by 24 inches and labeled "TOPSOIL". The stockpiled topsoil shall be located outside of normal traffic routes but within the staging area. The topsoil shall be protected from acid or toxic materials and contamination with other soils will not be allowed. The topsoil stockpile shall not be used for ancillary uses such as fuel tank location or unloading of equipment.
- J. The topsoil stockpile shall be seeded if it is to remain over 6 months. The seed mixture shall be 20 pounds PLS per acre of oats. Application of seed may be by either broadcast or drill seeding techniques. The cost of topsoil stockpile seeding shall be considered subsidiary to other items of work.
- K. The Contractor shall provide and maintain fire protection equipment, personnel and programs conforming to federal, state, and local laws and regulations. The Contractor will assume full responsibility for any damage caused by fires in the immediate confines of the project limits and any fire started by the Contractor's activities on or adjacent to project lands.

- L. The Contractor shall maintain a minimum of one (1) first aid station during the work that complies with pertinent OSHA and MSHA and local requirements. The Contractor shall assume full responsibility for initiating, maintaining and supervising all safety precautions and programs in connection with the work.

1.4 **RECLAMATION OF STAGING AREA**

- A. At the end of construction, but not until the final clean-up has been approved; the area shall be deep ripped and re-topsoiled with the previously stockpiled material located at the staging area. The removal, storing, deep ripping, and replacement of topsoil within the staging area shall not be measured for payment, but the cost of this work shall be subsidiary to Bid Item J-1, Mobilization/Demobilization. Final contours shall approximate the ground condition existing prior to the staging area disturbance as directed by the Engineer.
- B. Unless otherwise directed by the Engineer, the re-topsoiled staging area shall be revegetated in accordance with Section M, Revegetation. The revegetation of staging area located within the proposed construction limits shall be measured for payment in accordance with Section M, Revegetation. The revegetation of staging areas located outside of the proposed construction limits shall not be measured for payment and will be considered subsidiary to Bid Item J-1, Mobilization/Demobilization.

1.5 **SANITATION FACILITIES**

- A. The Contractor shall provide and maintain, in a neat and sanitary condition, such accommodations for the use of the Contractor's employees, the Engineer, and AML. The sanitation facilities shall comply with the requirements and regulations of the General Safety and Health Regulations of Wyoming Occupational Health and Safety Commission and State and local Boards of Health as enforced by the County Health Officer. The Cost of these facilities is considered subsidiary to Bid Item J-1, Mobilization/Demobilization. The Contractor shall not allow such facilities to become a public nuisance.
- B. Sanitation facilities shall be immediately removed from the staging area as soon as work activities are completed.

1.6 **ACCESS ROADS**

- A. This work shall consist of maintaining and repairing damages caused by the Contractor's equipment to the designated access roads and the construction, maintenance, and reclamation of secondary access roads as indicated in the drawings.

- B. All traffic control devices and operations dealing with public traffic and roadways shall be in accordance with applicable Wyoming laws and the Manual on Uniform Traffic Control Devices for Streets and Highways (latest edition).
- C. Contractor shall be responsible to reimburse landowners or leaseholders for livestock or other property injured or damaged by Contractor's traffic on access roads.
- D. Contractor shall be liable to Sheridan County, the State of Wyoming, and/or the United States Government for damages to any private or public roads utilized by the Contractor. This includes rutting, loss of gravel, loss of shape, cattleguard damage, etc., as determined by the Engineer.
- E. Contractor shall reimburse the government agency or private entity for their costs to repair damages incurred to private and/or public roads by the Contractor, SubContractors, work forces, support personnel, and suppliers and/or repair said roads to specifications supplied by the government agency or private entity at no additional cost to the AML.
- F. No heavy equipment shall be allowed to utilize public roads without first receiving written approval from the Wyoming Department of Transportation and/or appropriate government agencies; and utilizing flagpersons and/or appropriate warning signs in accordance with the Manual on Uniform Traffic Control Devices written by the Federal Highway Administration.
- G. The main access routes to the sites are shown on the drawings.
- H. The Contractor will not be allowed to build or upgrade access roads nor travel outside the designated routes, as shown on the drawings, without prior written approval of the Engineer.
- I. Prior to any new access or haul road construction, available topsoil shall be stripped to a minimum depth of six (6) inches, or as directed by the Engineer, and either windrowed adjacent to the road or stockpiled in a manner that minimizes wind and water erosion. The topsoil stockpile shall be clearly identified with a sign labeled "TOPSOIL." The cost of this work shall be subsidiary to Bid Item J-1, Mobilization/Demobilization.
- J. Materials used to construct or upgrade haul roads shall be unclassified soil. New access and/or haul roads are to be removed, bladed to conform to the adjacent topographical contours, scarified, re-topsoiled, and revegetated at the completion of the project. The cost of this work shall be considered subsidiary to Bid Item J-1, Mobilization/Demobilization.

- K. Work shall be conducted with the minimum interference to public or private thoroughfares. Egress and access on these thoroughfares shall be maintained at all times.

1.7 **WATER FOR CONSTRUCTION PURPOSES**

- A. The Contractor will provide the Engineer, in writing, proof of permission for use of all water sources including State Engineer and DEQ permits as required.
- B. The Contractor shall make arrangements for obtaining construction water and for the payment of fees and royalties for all water sources proposed to be used. All costs to obtain water for construction and dust control purposes shall not be paid for directly and shall be considered subsidiary to Bid Item J-1, Mobilization/Demobilization.

1.8 **FIRE PROTECTION AND EQUIPMENT**

- A. The Contractor shall provide and maintain fire protection equipment, personnel, and programs conforming to standards of Federal, State, and local laws and regulations. The Contractor shall be responsible for damage caused by fires in the immediate confines of the project limits and any fire on lands adjacent to the project that may have been started by the Contractor's activities.
- B. Fire protection equipment shall include (at a minimum); 5 lb fire extinguisher(s), round point shovels size 0 or larger, Pulaskis (or fire axes), and 5 gallon bucket(s).
- C. All costs for providing equipment, personnel, and programs for fire protection shall not be paid for directly and shall be considered subsidiary to Bid Item J-1, Mobilization/Demobilization.

1.9 **HEALTH AND SAFETY PLAN**

- A. The Contractor shall provide a site-specific Health and Safety Plan (HASP) that describes the safety policies and procedures to be implemented at the project. The HASP shall identify measures that shall be taken to ensure that all work is performed in a safe and incident free manner. The HASP shall be submitted to the Engineer and the AML at the Pre-Construction Conference. The Engineer will have the opportunity to review and request revisions to the plan(s), if necessary, prior to the commencement of work. No work shall initiate until the HASP has been reviewed by the Engineer and the AML. Approval of the HASP in no way implies that the Engineer or AML are responsible for the health and safety of the Contractor's employees or his/her Sub-Contractor's employees.

The HASP shall include, but shall not be limited to, the following:

- Purpose, scope and applicability of the Plan;
 - Key personnel including Project Supervisor, HASP Officer or Manager;
 - Key personnel responsibilities;
 - Use and types of personal protective equipment;
 - Site Control & Communications (on-site GPS coordinates for helicopter & off-site emergency numbers);
 - Emergency Response Plan – Emergency medical treatment procedures and evacuation routes. Define the responsibilities, resources and actions necessary to respond to emergencies, fires and injury to personnel; and
 - HASP Officer or Manager's daily and/or weekly inspection reports. Includes: equipment fire extinguishers, waste containers, welding tank(s) secured, equipment warning sirens and horns, wheel chocks, back-up alarms, seat belts, berms and barriers, traffic control, dust suppression, and housekeeping.
- B. The Contractor shall maintain an adequate first aid station, in compliance with OSHA and local requirements. The first aid station location shall be designated in the Contractor's HASP. All first aid equipment shall conform to the applicable safety standards of federal, state, and local laws and regulations. The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.
- C. The Contractor shall conduct and document weekly and daily "tailgate" safety meetings for the purposes of reviewing the day's and week's activities and overall safety status. Results of the weekly and daily health and safety meetings shall be documented in writing and submitted to the Engineer.
- D. The Contractor is solely responsible for the health and safety of his/her employees and Sub-Contractor's employees, including compliance with all applicable health and safety regulations.
- E. All costs for preparing, providing and implementing the HASP shall not be paid for directly and shall be considered subsidiary to Bid Item J-1, Mobilization/Demobilization.

1.10 UTILITIES

- A. The Contractor shall verify the location of all utilities, including public and private, at least 48 hours, but not more than 14 business days prior to any excavation or operation in the area. The Contractor shall call and obtain appropriate clearances from Wyoming One-Call at 811. Identification of any utility on the drawings is no guarantee of the existence of that utility. Lack of identification of an existing utility on the drawings is not a guarantee that the utility does not exist.
- B. The Contractor shall conduct locates of all underground utilities in accordance with the current "Wyoming Underground Facilities Notification Act" (W.S. 37-12-301 through 37-12-305). The Contractor shall complete exploratory excavations to determine the locations of all utilities that may interfere with the Work. The Contractor shall notify the Engineer immediately upon encountering an unknown utility line or object that is in direct conflict with the Work, and shall not proceed with any Work that could damage the utility line or object encountered.
- C. The Contractor will notify all utility companies when construction begins in the vicinity of any overhead or buried utility lines, and to arrange for a representative of the utility to be present if the Contractor's operations are in close proximity to any utility, which could present a hazard.
- D. The Contractor shall assume full responsibility for repairing and/or replacing any and all existing utilities that are damaged during the Work. The Contractor shall repair and/or replace damaged existing utilities to the satisfaction of the utility owner(s), Engineer, and the Owner, at no additional cost to the Owner.

2.0 PRODUCTS

2.1 PROJECT SIGN

- A. The Contractor shall, prior to initiating any work, post a sign at the Carney Mine Area at the location determined in the field by the Engineer. The sign shall be made of new durable wood products. The sign shall be four (4) feet by four (4) feet in size and shall contain the following information: the project name and site number, the name and telephone number of the AML Project Manager, Engineer and Contractor. The project sign is considered incidental to Bid Item J-1, Mobilization/Demobilization.

2.2 STORM WATER DISCHARGE PERMIT

- A. The State of Wyoming Abandoned Mine Lands Division (Owner) has obtained a WYPDES permit for the discharge of storm water associated

with the construction activities of this project. The Contractor is responsible for the construction, maintenance, replacement and removal of temporary erosion control devices as defined on the drawings, and as required by the Storm Water Discharge Permit.

- B. The Contractor will read and permanently maintain on site during construction, the Stormwater Pollution Prevention Plan. A copy of the Stormwater Pollution Prevention Plan is included in Appendix 3 of these Specifications.
- C. The Contractor will construct access roads and prepare stockpile areas, including the topsoil / coversoil stockpile areas. Site preparation may include localized grading and berming, topsoil / coversoil stripping and construction of ramps as required. Storm water control will be required for all topsoil / coversoil stockpiles or any construction feature, which might contribute pollution to any exterior water drainage of the State. The limited grading, associated with storm water control in the vicinity of the stockpiles is subsidiary to Bid Item J-1, Mobilization/Demobilization.

3.0 **EXECUTION**

3.1 **PRE-CONSTRUCTION ACTIVITIES**

- A. Upon receipt of Notice to Proceed, the Contractor shall mobilize to the area approved for construction staging, furnish project sign and install temporary work such as erosion control devices, sanitary facilities and construction facilities as necessary for successful completion of the work. Equipment, fuel, etc. shall not be staged on areas where the topsoil has not been stripped.
- B. All the initial construction work cost shall be included as Bid Item J-1, Mobilization/Demobilization.

3.2 **MAINTENANCE**

- A. The Contractor shall maintain a clean work site during construction and maintain all temporary facilities in good operating condition. Personal trash and litter, including food wrappers, beverage containers, cigarette butts, paper and other items shall be kept picked up and contained.
- B. Damage by the Contractor's operations to any areas outside the designated staging area will be repaired at the Contractor's expense and will include any additional top-soiling and seeding.
- C. No extra payment of any kind will be made for construction of, repair, maintenance, or reclamation associated with access roads and/or haul

roads. No extra payment will be made for culverts, gates, and/or cattle guards installed at the Contractor's option. Topsoil salvage, grading, routine maintenance, and incidental items associated with the staging areas and access / haul roads shall be considered subsidiary to Bid Item J-1, Mobilization/Demobilization.

3.3 **FINAL CLEAN-UP**

- A. At the end of construction, the Contractor shall clean all areas affected by construction including petroleum products spills, garbage, trash and debris as directed by the Engineer. All waste materials will be disposed of in accordance with State and Sheridan County requirements. The Contractor is responsible for securing an appropriate disposal site.
- B. Damage by the Contractor's operations to any areas outside the designated staging area will be repaired at the Contractor's expense and will include any additional topsoiling and seeding.
- C. Reference is made to paragraphs G.6.I, G.6.N, and G.14 of the Contract Document. The Contractor is reminded that final acceptance and final payment will not be made until the final cleanup is accepted by the Engineer.
- D. The cost of final cleanup shall be considered subsidiary to Bid Item J-1, Mobilization/Demobilization.

3.4 **PARTNERING**

- A. Partnering, as described in Sections G-2.H and I-L of the Contract Documents, is **not** required for this project. The Contractor shall not include costs to participate in partnering in the bid proposal. However, the Contractor is required to attend a Pre-Construction Conference with the Owner and Engineer. The objectives of the conference are to review, clarify and interpret the Contract Documents and to develop a respect, trust and cooperation between all the key players to accomplish the mutual goals for a successful project.
- B. The cost of attending the Pre-Construction Conference is considered subsidiary to Bid Item J-1, Mobilization/Demobilization.

4.0 **MEASUREMENT AND PAYMENT**

- A. Payment will be made for Mobilization/Demobilization to cover the costs of preparatory work and operations including those necessary for the movement of personnel, equipment, supplies and incidentals to the project site; clearing, grubbing, staging area construction (fencing, topsoil

handling, sanitation facilities, etc.); reclamation; other costs incurred prior to beginning work on the various items on the project; and the costs of providing bonding and insurance.

- B. Utility relocations, hookups, and/or removal, which are required to accommodate the Contractor's operations shall be considered subsidiary to Bid Item J-1, Mobilization/Demobilization.
- C. No extra payment of any kind will be made for construction of, repair, maintenance or reclamation associated with access roads and/or haul roads. No extra payment will be made for culverts, gates, and/or cattleguards installed at the Contractor's option.
- D. No extra payment of any kind will be made for furnishing the necessary traffic control.
- E. Upon substantial completion and demobilization of equipment from the site, payment will be made for the full amount bid for Mobilization/Demobilization, less retainage, as provided for in Section G-14.
- F. No additional Mobilization costs will be paid as a result of suspended work due to weather conditions requiring a winter shutdown and following spring startup to complete the project.
- G. Payment for Mobilization/Demobilization will be made with the monthly progress payments as follows:

COLUMN A Work Complete	COLUMN B % of Lump Sum Price for Mobilization
Mobilization of equipment to work site	50
Completion of 25% of original contract total	30
Completion of Demobilization activities	20

4.1 **PAY ITEMS**

- A. Payment will be made under:

Pay Item	Pay Unit
J-1 Mobilization/Demobilization	Lump Sum

END OF SECTION J

SECTION K

SUBSIDENCE AREA MASS GRADING

1.0 GENERAL

- A. This section applies to all mass grading earthwork activities associated with the Carney Mine site including excavation, backfilling, selective handling and topsoil / coversoil salvaging and replacement.
- B. Work shall include excavation of unclassified materials, spoil material, and unsuitable material from specific areas located within the subsidence area mass grading limits and placement of said materials into shallow subsidence sinkholes and depressions in accordance with these specifications. Dust control and construction water use is also included in this section.

1.1 SCOPE OF WORK

- A. The Contractor shall furnish all labor, tools, supplies, and equipment necessary to perform the site preparation, excavation, backfilling, compaction, and grading as described herein and as directed by the Engineer.
- B. All earthwork associated with "subsidence area mass grading" shall be performed on a "Time and Material" basis utilizing the equipment types described herein. The Contractor shall be solely responsible to determine the method(s) necessary to excavate and backfill all designated subsidence features and construct each disturbed area to the lines and grades shown on the drawings and/or as established in the field by the Engineer.
- C. Backfill material for the subsidence features shall be obtained from on-site sources determined in the field by the Engineer.
- D. Selective handling of Unsuitable Materials and Topsoil/Coversoil during excavation and backfill activities is required.
- E. The Contractor should be aware that old mining debris such as tires, old pieces of equipment, wood, domestic solid waste, etc., may be encountered. If encountered, they will be disposed of as directed by the Engineer. If off-site disposal of such materials is required, the Contractor will be reimbursed in accordance with Section O, Miscellaneous Force Account.

1.2 SITE CONDITIONS

- A. It is the responsibility of the Contractor to examine the site personally and to conduct such additional investigations as he/she may deem necessary for the planning and execution of the work.
- B. Much of the designated earthwork required for this project is in areas which have been historically mined underground (coal) and the Contractor shall be aware of the potential for hazardous subsidence sinkholes which may occur at random.
- C. The Contractor shall be aware that coal and coal fumes are combustible materials. The Contractor shall be responsible for using extreme caution when performing the work and take ensuring measures that will prevent the starting of any fires.
- D. The Contractor is responsible for the health and safety of personnel, subcontractors, and suppliers. Special precautions shall be taken to protect operators and equipment from hazards. The Contractor, personnel, subcontractors, and suppliers may be exposed to coal dust, fumes, and carbon monoxide during performance of the work.

1.3 CLEARING AND GRUBBING

- A. The Contractor shall clear, grub, remove, and dispose of all vegetation and debris within the subsidence area mass grading limits shown on the drawings, or as directed by the Engineer prior to commencing excavation activities.

2.0 SOIL MATERIALS

- A. The Contractor shall be responsible for the selective excavation of materials as defined in the field and placement of those materials in the proper sequence. The presence or absence of the Engineer does not relieve the Contractor of the responsibility to excavate, haul, and place the various categories of materials to the lines and grades shown on the drawings or as established in the field by the Engineer. Materials to be excavated, hauled, placed, and graded within the subsidence area mass grading limits include:
 - 1. Topsoil / Coversoil
 - 2. Unsuitable material
 - 3. Spoil material

4. Unclassified material

- B. Classification of materials will be at the discretion of the Engineer.
- C. Topsoil / Coversoil material shall consist of any soil suitable for the growth of grass or other cover crops reasonably free from hard dirt, clay, rocks, or other materials which would inhibit the germination of seeds or the growth of the cover crop.
- D. Unsuitable material may include coal, coal slack, mining debris, metal objects, concrete, wood materials, or other man-made materials or domestic debris. The presence and concentrations of these materials shall be determined and defined in the field by the Engineer.
- E. Spoil material shall include the overburden material removed in gaining access to the coal material mined.
- F. Unclassified materials shall consist of all material, including but not limited to in-place native soil, unconsolidated bedrock, rocks, cobbles and boulders, or material encountered during the work that is excavated and disposed of, or placed that is not classified under other items. These materials do not generally contain the correct properties required to sustain plant root growth.

3.0 **EXECUTION**

3.1 **DEWATERING**

- A. If present, all water/snow contained within individual subsidence pits and/or depressions within the designated mass grading limits shall be removed prior to the initiation of fill placement activities. These waters shall be incorporated and mixed into fill material in a non-erosive manner as approved by the Engineer.
- B. In no case shall water be discharged off-site without written approval from the Engineer. In the event water needs to be discharged off-site, Contractor will be responsible for obtaining a NPDES permit from the Water Quality Division of DEQ.
- C. The costs associated with dewatering of individual subsidence pits and/or depressions, and obtaining a NPDES permit, if necessary, shall be paid for by AML in accordance with Section O, Miscellaneous Force Account.

3.2 **CLEARING AND GRUBBING**

- A. The Engineer will establish the subsidence area mass grading limits and will designate all trees, shrubs, and other objects to remain.