

INVITATION FOR BIDS
For
**Mine Closure Services in the Calico Hills Area (Barstow),
San Bernardino County
IFB Number OMR2011-004**

**Bids Due: Tuesday, February 8, 2012
2:00 P.M.**



**STATE OF CALIFORNIA
DEPARTMENT OF CONSERVATION
OFFICE OF MINE RECLAMATION
Abandoned Mine Lands Unit
Sacramento, California**

Table of Contents

A) Purpose and Description of Services	3
Map 1: General location of ARRA abandoned mine closure sites for the Barstow Field Office.	4
B) Bidder Minimum Qualifications	5
C) Bidder Desirable Qualifications	6
D) Bid Requirements and Information	7
1) Time Schedule	7
2) Pre-bid Walkthrough	7
3) Submission of Bids	7
4) Evaluation and Selection	8
5) Award and Protest	9
6) Disposition of Bids	10
7) Standard Conditions of Service	10
E) Preference Program	10
1) Small Business Preference	10
F) Required Attachments	10
Attachment 1: Required Attachment Checklist	11
Attachment 2: Bid/Bidder Certification Sheet	12
Attachment 3: Qualifying Information.....	14
Attachment 4: Payee Data Record (STD 204)	14
Attachment 5: Contractor Certification Clauses (CCC 307)	14
Attachment 6: Bidder References.....	15
Attachment 7: Site Specifics and Closure Requirements	18
Access to Sites	18
Construction Schedule.....	18
Biological Considerations	18
Archeological Considerations	19
Worker Site Hazards Mitigation	19
Design guidelines.....	20
Attachment 8: Cost Breakdowns for Tasks.....	24
Cost Breakdowns.....	24
Task #1 St. Louis Mine Area Backfills	25
Task #2 Irwin #6: PUF	27
Task #3 Irwin #5: Cupola	28
Task #4 Silver Bow: Cupola.....	29
Task #5 Leviathan Strip #2: Gate	30
Task #6 Leviathan Strip #3: Gate	31
Task #7 Irwin #10: PUF	32
Task #8 Irwin #9: Gate.....	33

Task #9 Irwin #9s: Air Gate	34
Task #10 Irwin #8: PUF	35
Task #11 Irwin #21: PUF	36
Task #12 St. Louis #8970: Gate	37
Task #13 St. Louis #8966: Cupola.....	38
Task #14 St. Louis North End of #8963: Cupola	39
Task #15 St. Louis #8981: Cupola.....	40
Travel Costs.....	41
Cost Summary: Grayed out boxes do not need data entered.	42
G) Design Examples.....	43
H) Sample Standard Agreement (STD 213)	47
Task #1 St. Louis Mine Area Backfills	49
Task #2 Irwin #6: PUF	50
Task #3 Irwin #5: Cupola	50
Task #4 Silver Bow: Cupola.....	50
Task #5 Leviathan Strip #2: Gate	50
Task #6 Leviathan Strip #3: Gate	50
Task #7 Irwin #10: PUF	50
Task #8 Irwin #9: Gate.....	50
Task #9 Irwin #9s: Air Gate	50
Task #10 Irwin #8: PUF	50
Task #11 Irwin #21: PUF	50
Task #12 St. Louis #8970: Gate	50
Task #13 St. Louis #8966: Cupola.....	50
Task #14 St. Louis North End of #8963: Cupola	51
Task #15 St. Louis #8981: Cupola.....	51

A) Purpose and Description of Services

The California Department of Conservation (Department) is soliciting bids from businesses with the resources, experience, and abilities to provide Recovery Act Funded remediation of physical safety hazards associated with the abandoned mines in the Calico Hills Area, located in San Bernardino County within jurisdiction of the Bureau of Land Management's (BLM) Barstow Field Office (BFO). **The Department intends to award one service contract from this solicitation.**

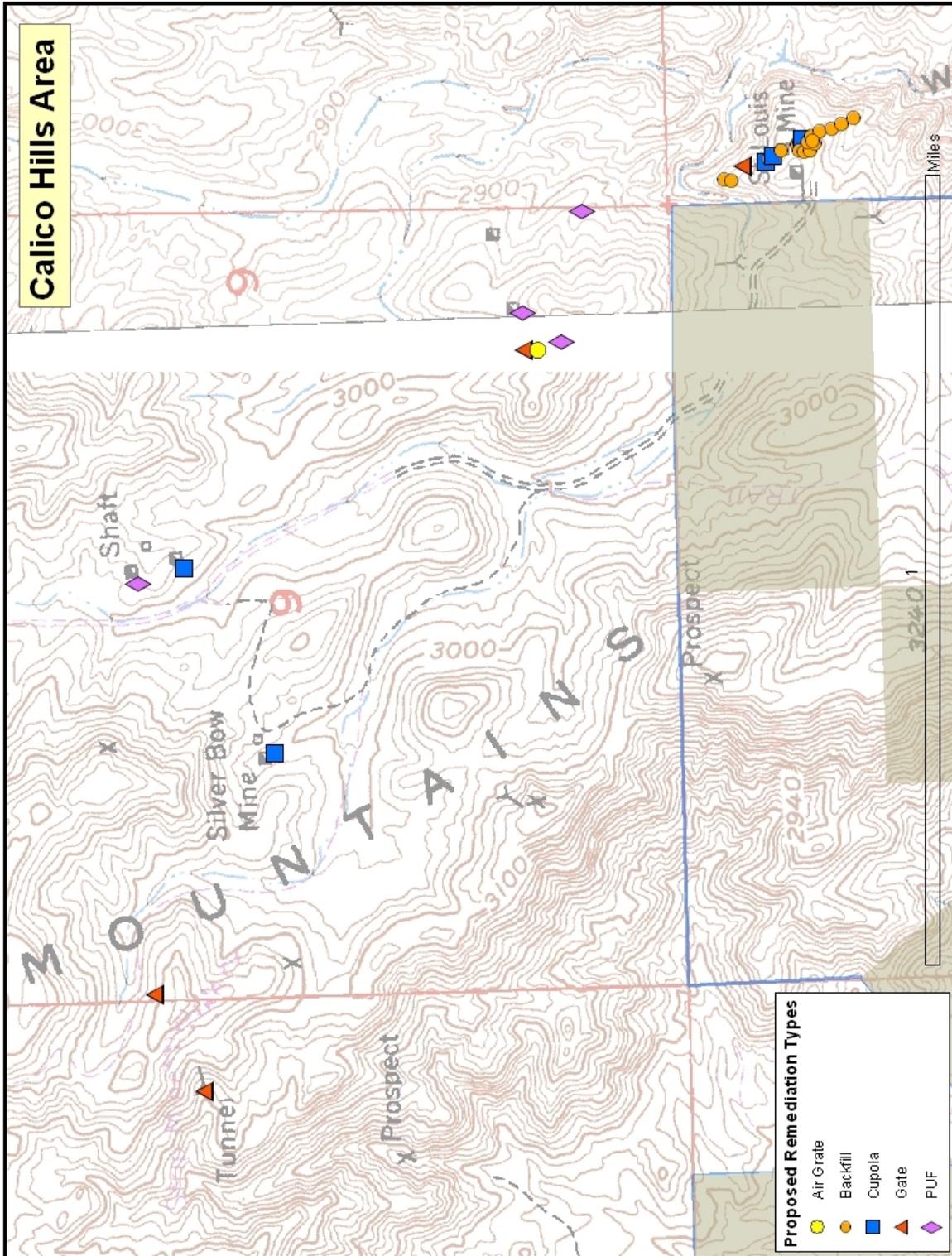
The Calico Hills Area projects are located in three areas:

1. Leviathan and Silver Bow Mines area
2. Irwin Mines area.
3. St. Louis Mine area.

The work consists of 31 mine closures. The tasks include the construction of four (4) bat gates, five (5) cupolas, four (4) PUF plugs, one (1) air grate, and backfilling of 17 features. See Attachment 8 for individual task details. Work will not commence until:

1. All NEPA documents have been finalized and in possession of the Department.
2. A signed and executed contract is in place.
3. A valid Work Authorization document has been received by the contractor from the Department.

Map 1: General location of ARRA abandoned mine closure sites for the Barstow Field Office.



B) Bidder Minimum Qualifications

Each bidder shall demonstrate (defined as providing required or requested information) in their bid package that they meet each of the following minimum qualifications. **Requests for required certifications for training must be submitted for all workers that will be performing work onsite, including subcontractors.** If workers will be hired after the contract is awarded, or existing employees do not have all required training or certificates, the bid package must provide information that details when and where (be specific) the required training or re-certification training will occur before they are permitted on the job site. Certifications must be submitted to the Department's Project Representative before work can commence.

It is the bidder's responsibility to read, understand, comply with, precisely follow and submit ALL of the information required by section B) Bidder Minimum Qualifications in this IFB. As noted in the IFB, failure to demonstrate compliance with each and every one of these Minimum Qualifications WILL deem your bid to be non-responsive and it will not be evaluated.

1. Documentation in the bid package of a current and active California Contractor License. Documentation means providing a copy of your current Contractor License Card and/or a copy of the State Contractor License Board webpage showing current active status. It is to your advantage to make sure that the license has not expired and that any outstanding investigations or complaints filed with the California State Contractors License Board have been resolved or that you address the status in your bid.

2. Documentation in the bid package of general aggregate liability insurance with limits of not less than \$2,000,000 and single occurrence liability with limits of not less than \$1,000,000.

A current Certificate of Insurance is acceptable for meeting this requirement, or an insurance binder may be submitted with the bid package for the specified amount; however, a copy of the Certificate of Insurance must be provided upon award of the contract. The primary contractor will need to maintain the required insurance coverage for any subcontractors.

Following issuance of an Intent to Award Contract letter, but prior to issuance and execution of a contract, the successful contractor shall provide an endorsement stating: *"State of California, its officers, employees, and servants are included as additional insureds, but only with respect to work performed under this contract."*

3. Documentation in the bid package of a current certificate of automobile liability insurance with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. The same additional insured designation and endorsement required for general liability is to be provided for this coverage.
4. Documentation in the bid package of Workers Compensation and Employers Liability. Contractors shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract. Employer's liability limits of \$1,000,000 are required. When work is performed on State owned or controlled property the workers' compensation policy shall contain a waiver of subrogation in favor of the State. The waiver of subrogation endorsement shall be provided.
5. Documentation in the bid package of completion of a certified hazard recognition course pursuant to federal Mine Safety and Health Administration (MSHA) requirements for all workers and employees to be on any job site authorized by this agreement. Bidder will submit a copy of a current, signed [MSHA Form 5000-23](#), for all employees with a minimum of "Hazard Recognition" and "Prevention of Accidents" marked in Section 5 of the Form for completion of 40 hours of mandatory health and safety training, including annual refresher courses, as required under

Public Law 91-173 as amended by Public Law 95-164. (Note: Section 5 will be blank if all of the listed training courses have been completed.)

If MSHA training is not current at the time of the IFB submittal, the contractor must specify in the bid package when and where (in detail) training will be obtained if the contract is won. **NOTE: MSHA training must be conducted by a U.S. Department of Labor, Mine Safety and Health Administration approved trainer.**

The Department of Conservation is aware that this training does not specifically address or apply to abandoned mines. However, abandoned mine sites can contain many of the physical hazards addressed during the MSHA training, as well as potential worker safety issues at a worksite such as falls, electrical, ventilation, vehicle safety, etc.

6. Documentation in the bid package of current CPR and first aid certificates. Certificates of completion must list who provided the training, when the training was taken, and when it will expire. General discussion of health and first aid discussed in the MSHA training or during company tailgate meetings does NOT meet this requirement.
7. Provide at least three (3) references with site specific description and photos of relevant work performed within the State of California. The Department will consider out-of-State equivalent experience but it will be up to the Bidder to successfully demonstrate in their bid package why such alternative experience is considered to be equivalent with respect to their knowledge and specified experience with the type of project-specific geologic and environmental conditions, similar type of mines, and regulatory requirements for protection of threatened and endangered plant and animal species in California.
8. Participate in a mandatory pre-bid walkthrough at the proposed job site.

C) Bidder Desirable Qualifications

Possession of the following qualifications is desirable, but not required. However, points will be awarded on a sliding scale during the evaluation process to bidders that can demonstrate the following qualifications. Please provide documentation in your bid package to support any of the following:

1. At least two (2) years or more of demonstrated experience in the design, fabrication and installation of bat-compatible gates including cupolas, culvert gates, air grates, and/or closure of abandoned mine openings using PUF and backfill with native material. Be specific. Provide dates, project details, type of work performed, and clear photos (if available).
2. Review of the quality of the work completed based on reference checks, bid documentation including photos, staff field observations, communication with other AML agency staff, and personal knowledge of the reviewers. **NOTE: It is preferred that references not include current employees of the Department.**
3. Review of past performances on contracts with government agencies, including contracts issued by the Department and private industries based on reference checks and review of past contracts with the Department in terms of cost control, and compliance with performance schedules.
4. Demonstration in the bid package that the bidder has all required and/or appropriate safety training, certificates, licenses and safety plans for the type of working conditions that may be encountered during completion of the Scope of Work. Department staff observations of bidders safety practices during the mandatory pre bid walks and construction of past closures of abandoned mine sites may also be evaluated.
5. Demonstration in the bid package of previous related work experience in similar environments and under similar working conditions to the location of the proposed projects.

D) Bid Requirements and Information

1) Time Schedule

Below is the time schedule for this procurement.

<u>Event</u>	<u>Date</u>	<u>Time*</u>
IFB Available to Prospective Bidders	01/10/2012	4:00 p.m.
Pre Bid Walkthrough	01/25-01/26/2012	8:00 a.m.
Final Date for Bid Submission	02/08/2012	2:00 p.m.
Bid Opening	02/08/2012	3:00 p.m.
Notice of Intent to Award	02/13/2012	2:00 p.m.
Proposed Award Date	02/17/2012	2:00 p.m.
Proposed Construction Start Date	TBD	N/A

* All times are in Pacific Standard Time.

2) Pre-bid Walkthrough

- a) Contractors wishing to bid on this IFB are required to attend a pre-bid site visit on January 25th and 26th, 2012. All prospective bidders shall meet at the BLM Barstow Field Office located at 2601 Barstow Road, Barstow, California 92311 at 8:00 a.m. The project representatives and technical advisors will be leaving the BLM Barstow Field Office after a short briefing on the project then driving to the sites. It is anticipated that the pre-bid site visit may only take two days. Four-wheel drive vehicles are recommended for these site visits.
- b) Mine sites are inherently dangerous. Recognition of safety hazards and the demonstrated use of appropriate worker safety hazard mitigations (described in Attachment 7 of this IFB) are critical to a safe job walk site and are the responsibility of the contractor.

3) Submission of Bids

- a) Use the following contact information to mail (including U.S. Postal Service, UPS, Federal Express, etc.) or hand-deliver bids:

Debbie Du Vall
 California Department of Conservation
 Office of Mine Reclamation
 Abandoned Mine Lands Unit
 801 K Street, 9th Floor (MS 09-06)
 Sacramento, California 95814

- b) All bids shall be submitted in a **sealed** envelope and sent to Department of Conservation by the dates and times shown in *Section D, Bid Requirements and Information, Item 1) Time Schedule*, above. The sealed envelope shall be plainly marked with the IFB number and title, shall show your firm name and address, and shall be marked with "Sealed Bid/DO NOT OPEN" as shown in the following example:

IFB # OMR2011-004
Calico Hills Area (Barstow) Mine Closure Services
 Department of Conservation
 ATTN: Debbie Du Vall
Sealed Bid / DO NOT OPEN

Bids not submitted in a sealed envelope or not properly identified may be rejected. Three (3) copies of the Bidder Minimum and Desirable Qualifications and two (2) copies of bid Cost Sheets shall be submitted in separate packaging within one sealed envelope.

- c) Each bid must be received (not postmarked) prior to the time designated in the IFB when bids are due. Bids will be date stamped by the Department as they arrive. Any bid received after the time designated in the IFB will be rejected.
- d) All bids shall include the attachments identified in Section F, Required Attachments. Bids not including the proper "required attachments" shall be deemed non-responsive. A non-responsive bid is one that does not meet the basic bid requirements.
- e) All documents requiring a signature shall bear an original signature of a person authorized to bind the bidding firm. **Absence of required original signatures will be cause for the IFB to be rejected.**
- f) Bids shall be submitted for the performance of the services described herein. Any deviation from the work specifications will not be considered and will cause a bid to be rejected.
- g) A bid may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any or all bids and may waive any immaterial deviation in a bid. The State's waiver of immaterial deviation shall in no way modify the IFB document or excuse the bidder from full compliance with all requirements if awarded the agreement.
- h) Costs incurred for developing bids and in anticipation of award of the agreement are entirely the responsibility of the bidder and shall not be charged to the State of California.
- i) An individual who is authorized to bind the bidder contractually shall sign the Bid/Bidder Certification Sheet (Attachment 2, page 12). The signature should indicate the title or position that the individual holds in the firm. An unsigned bid may be rejected.
- j) A bidder may modify a bid after its submission by withdrawing the original bid and resubmitting a new bid prior to the bid submission deadline. Bidder modifications offered in any other manner, oral or written, will not be considered.
- k) A bidder may withdraw its bid by submitting a written withdrawal request to the State, signed by the bidder or an authorized agent. A bidder may thereafter submit a new bid prior to the bid submission deadline. Bids may not be withdrawn without cause subsequent to bid submission deadline.
- l) The awarding agency may modify the IFB prior to the date fixed for submission of bids by the issuance of an addendum to all parties who received a bid package.
- m) The awarding agency reserves the right to reject all bids for reasonable cause.
- n) Before submitting a response to this solicitation, bidders should review, correct all errors and confirm compliance with the IFB requirements.
- o) Disabled Veteran Business Enterprises (DVBE) will not be given preference on this IFB. The Department of Conservation, Office of Mine Reclamation has a DVBE waiver for abandoned mine remediation work.

4) Evaluation and Selection

- a) At the time of bid opening, each bid will be checked for the presence or absence of required information in conformance with the submission requirements of this IFB.
- b) Cost information provided in the bid will not be shared with the independent selection panel until after the panel has reviewed and scored the desirable qualifications contained within the submitted bid package.

- c) The Department will evaluate each bid to determine its responsiveness to the published minimum requirements contained in this IFB. The bidder is responsible for ensuring that all minimum qualifications have been adequately documented in the submitted bid. Failure to adequately document the required minimum qualifications listed in Section B of this IFB will cause the bid to be rejected.
- d) Bids that contain false or misleading statements, or which provide references that do not support an attribute or condition claimed by the bidder, may be rejected.
- e) The bids will be evaluated based on lowest cost per site (with small business preference applied) and qualitative review of the desirable qualification by at least three reviewers.
- f) Bid Cost Sheets for tasks that have mathematical/calculation errors will not be corrected by the Department. The Department will take the dollar amount that appears on the *Total Cost* line for the individual Site Task sheet. If there are discrepancies between the individual Site Task sheets and the Cost Summary sheet, the Department will take the higher total of the two sheets.
- g) The final selection will be made to the best qualified, lowest priced, responsive bidder(s).

5) Award and Protest

- a) Whenever an agreement is awarded under a procedure that provides for competitive bidding, but the agreement is not to be awarded to the low bidder, the low bidder shall be notified by telegram, electronic facsimile transmission, overnight courier, or personal delivery five (5) working days prior to the award of the agreement.
- b) Upon written request by any bidder, notice of the proposed award shall be posted in a public place in the office of the awarding agency at least five (5) working days prior to awarding the agreement.
- c) If any bidder, prior to the award of agreement, files a written protest with the Department of General Services, Office of Legal Services, 707 Third Street, 7th Floor, Suite 7-330, West Sacramento, California 95605 and the Department of Conservation on the grounds that the (protesting) bidder is the lowest responsive responsible bidder, the agreement shall not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter.
- d) Within five (5) days after filing the initial protest, the protesting bidder shall file with the Department of General Services and the awarding agency a detailed written statement specifying the grounds for the protest. The written protest shall be sent to the Department of General Services, Office of Legal Services, 707 Third Street, 7th Floor, Suite 7-330, West Sacramento, California 95605. A copy of the detailed written statement should be mailed to the awarding agency. It is suggested that you submit any protest by certified or registered mail.
- e) Upon resolution of the protest and award of the agreement, the successful bidder(s) are hereafter referred to as the Contractor.
- f) Upon resolution of the protest and award of the agreement, the Contractor shall complete and submit to the awarding agency the Payee Data Record (STD 204), to determine if the Contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code Sections 18662 and 26131. This form can be found on the Internet at www.documents.dgs.ca.gov under the heading FORMS MANAGEMENT CENTER. No payment shall be made unless a completed STD 204 has been returned to the awarding agency.
- g) Upon resolution of the protest and award of the agreement, Contractor shall sign and submit to the awarding agency, *page one (1)* of the Contractor Certification Clauses (CCC 307),

which can be found on the Internet at www.documents.dgs.ca.gov and click on the tab "Standard Contract Language" tab. This document is only required if the bidder has not submitted this form to the awarding agency within the last three (3) years.

6) Disposition of Bids

- a) Upon bid opening, all documents submitted in response to this IFB will become the property of the State of California, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 *et seq.*) and subject to review by the public.
- b) Bid packages may be returned only at the bidder's expense, unless such expense is waived by the awarding agency.

7) Standard Conditions of Service

- a) Performance by the Contractor shall be available no later than five (5) days, or on the express date set by the awarding agency and the Contractor, after all approvals have been obtained and the agreement is fully executed. Should the Contractor fail to commence work at the agreed upon time, the awarding agency, upon five (5) days written notice to the Contractor, reserves the right to terminate the agreement. In addition, the Contractor shall be liable to the State for the difference between Contractor's bid price and the actual cost of performing work by the second lowest bidder or by another contractor.
- b) All performance under the agreement shall be completed on or before the termination date of the agreement.
- c) The State does not accept alternate contract language from a prospective contractor. A bid with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable.
- d) Where applicable, Contractor should carefully examine work sites and specifications. Contractor shall investigate conditions, character, and quality of surface or subsurface materials or obstacles that might be encountered. No additions or increases to the agreement amount will be made due to a lack of careful examination of work sites and specifications.
- e) No oral understanding or agreement shall be binding on either party.

E) Preference Program

1) Small Business Preference

A certified small business or microbusiness is entitled to claim a five (5) percent preference in bidding on state contracts as explained in the State Contracting Manual, Volume 1, Chapter 8, Section 8.2. Certified small business or microbusinesses are also entitled to interest penalties paid by the state for late payment of invoices. The penalties are greater for certified small business or microbusinesses than for non-certified businesses. The State Contracts Manual is available on the Internet at www.dgs.ca.gov.

F) Required Attachments

Refer to the following pages for additional bid package requirements.

Attachment 1: Required Attachment Checklist

A complete bid or bid package will consist of the items identified below. Contractor's demonstrated ability to read and follow written instructions is an important part of the selection process.

Complete this checklist to confirm that the following required items in included your bid. Place a check mark or "X" next to each item that you are submitting to the State. For your bid to be responsive, all required attachments shall be returned.

Do not return the IFB cover letter, table of contents, sections A, B, C, D, and E, Attachment 7 or the sample standard agreement and bat gate design specifications at the end of the IFB.

This checklist shall be returned as part of your bid package.

<u>Attachment</u>	<u>Attachment Name/Description</u>
_____ Attachment 1	Required Attachment Checklist (i.e., this page or a copy of this page.)
_____ Attachment 2	Bid/Bidder Certification Sheet (This document shall be signed and submitted with the bid.)
_____ Attachment 3	Qualifying Information.
_____ Attachment 4	Payee Data Record (STD 204) (This form can be found on the Internet at www.documents.dgs.ca.gov . This document shall be signed and submitted with the bid.)
_____ Attachment 5	Contractor Certification Clauses (CCC 307) (The CCC can be found on the Internet at www.documents.dgs.ca.gov . Page one shall be signed and submitted with the bid.)
_____ Attachment 6	Bidder References.
_____ Attachment 8	Cost Sheet: Tasks (This document shall be signed and submitted with the bid. Indicate a total cost of "\$0.00" if you do not wish to bid on this type of service.)
_____ Other	Submit three (3) copies of the bid Minimum in addition to Desirable Qualifications and two (2) copies of bid Cost Sheets submitted in separate packaging within one sealed envelope.

Attachment 2: Bid/Bidder Certification Sheet

This Bid/Bidder Certification Sheet shall be signed and returned along with all the "required attachments" as an entire package in duplicate with original signatures. The bid shall be transmitted in a sealed envelope in accordance with IFB instructions. (See Section D, Item 3) and addressed to:

Debbie Du Vall
 California Department of Conservation
 Office of Mine Reclamation
 Abandoned Mine Lands Unit
 801 K Street, 9th Floor (MS 09-06)
 Sacramento, California 95814

- All required attachments are included with this certification sheet.
- The signature affixed hereon and dated certifies compliance with all the requirements of this bid document. The signature below authorizes the verification of this certification.

1. Company Name	2. Telephone Number ()	2a. Fax Number ()
3. Address		
Indicate your organization type:		
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No. (FEIN)	8. California Corporation No.	
Indicate applicable license and/or certification information:		
9. Contractor's State Licensing Board Number	10. PUC License Number CAL-T-	11. Other Licenses/ Certifications
12. Bidder's Name (Print)	13. Title	
14. Signature	15. Date	
16. Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSBCR) as:		
a. California Small Business Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter certification number: _____	b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter your service code below: _____	
NOTE: A copy of your Certification is required to be included if either of the above items is checked "Yes". Date application was submitted to OSBCR, if an application is pending:		

AN UNSIGNED BID/BIDDER CERTIFICATION SHEET MAY BE CAUSE FOR REJECTION

Completion Instructions for Bid/Bidder Certification Sheet

Complete the numbered items on the Bid/Bidder Certification Sheet by following the instructions below.

Item Numbers	Instructions
1, 2, 2a, 3	Shall be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Enter your federal employee tax identification number.
8	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
9	Complete if your firm holds a California contractor's license. This information will be used to verify possession of a contractor's license, when required.
10	Complete if your firm holds a PUC license. This information will be used to verify possession of a PUC license, when required.
11	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
12, 13, 14, 15	Shall be completed. These items are self-explanatory.
16	If certified as a California Small Business, place a check in the "Yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSBCR.

Attachment 3: Qualifying Information

Submission of this attachment is mandatory (see Section B, Bidder Minimum Qualifications). **Requests for required certifications for training must be submitted for all workers that will be performing work onsite, including subcontractors.** If workers will be hired after the contract is awarded, or existing employees do not have all required training or certificates, the bid package must provide information that details when and where (be specific) the required training or re-certification training will occur before they are permitted on the job site. Certifications must be submitted to the Department's Project Representative before work can commence

It is the bidder's responsibility to read, understand, comply with, precisely follow and submit ALL of the information required by section B) Bidder Minimum Qualifications in this IFB. As noted in the IFB, failure to demonstrate compliance with each and every one of these Minimum Qualifications WILL deem your bid to be non-responsive and it will not be evaluated.

1. Provide a copy of your current and active California Contractor License.
2. Provide proof of general aggregate liability insurance with limits of not less than \$2,000,000 and single occurrence liability with limits of not less than \$1,000,000.
3. Provide a copy of your automobile liability insurance with limits of not less than \$1,000,000.
4. Provide a copy of your Workers Compensation and Employers Liability with limits of not less than \$1,000,000.
5. Provide a copy of Certificate of Training ([MSHA Form 5000-23](#) for all employees with a minimum of "Hazard Recognition" and "Prevention of Accidents" marked in Section 5 of the Form for completion of 40 hours of mandatory health and safety training, including annual refresher courses, as required under Public Law 91-173 as amended by Public Law 95-164. (Note: Section 5 will be blank if all of the listed training courses have been completed.)

If MSHA training is not current at the time of the IFB submittal, the contractor must specify in the bid package when and where (in detail) training will be obtained if the contract is won. **NOTE: MSHA training must be conducted by a U.S. Department of Labor, Mine Safety and Health Administration approved trainer.**

6. Provide copy of current CPR and first-aid certificates.
7. Provide description of, statement of qualifications, and at least three (3) references for relevant training, experience, and expertise in the design, fabrication, and installation of bat-compatible gates and/or closure of abandoned mine openings using PUF and backfill with native material. Included, if applicable, descriptions of work completed and past performance on contracts with government agencies, including contracts issued by the Department, and private industries in terms of cost control, compliance with performance schedules.
8. Provide documentation, if applicable, of all required and/or appropriate safety training, certificates, licenses and safety plans for the type of working conditions that may be encountered during completion of the Scope of Work.

Attachment 4: Payee Data Record (STD 204)

This form can be found on the Internet at www.documents.dgs.ca.gov. This document shall be signed and submitted with the bid.

Attachment 5: Contractor Certification Clauses (CCC 307)

The CCC can be found on the Internet at www.documents.dgs.ca.gov Page One shall be signed and submitted with the bid.

Attachment 6: Bidder References

Submission of this attachment is mandatory. Failure to complete and return this attachment with your bid will cause your bid to be rejected and deemed nonresponsive.

List at least three (3) references for any bat gating (including cupolas, grates, culvert gates, etc.) and foam closure services performed in the last five (5) years. If you have more than three references, provide the information on a separate sheet in the same format as this sheet. If three (3) references cannot be provided for the type of service, please explain why on an attached sheet of paper. **Include a description of past performance on contracts with government agencies and private industries in terms of cost control, quality of work, and compliance with performance schedules. Inclusion of reference letters, emails or other similar documentation in the bid package that address these topics is also appreciated.**

REFERENCE 1			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Site Specific Description of Service Provided including type of closure, method of construction, special issues encountered during construction, and photos.			

REFERENCE 2			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Site Specific Description of Service Provided including type of closure, method of construction, special issues encountered during construction, and photos.			

REFERENCE 3			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Site Specific Description of Service Provided including type of closure, method of construction, special issues encountered during construction, and photos.			

Attachment 7: Site Specifics and Closure Requirements

Access to Sites:

The contractor shall transport equipment, supplies and personnel from existing roads and/or trails to the project site. The Contractor shall minimize all impacts to vegetation on site. This includes staying on designated roads, parking in areas that will not affect vegetation, and avoiding vegetation while constructing the closures. All traces of the installation, including equipment, materials, and scrap that was not on the site before the commencement of the work shall be removed from the site. All tracks left while accessing the project site shall be raked out.

Construction Schedule:

Construction will begin once the contract is fully executed and a Work Authorization has been issued. It is anticipated that construction shall be completed between March and early April, unless otherwise directed to do so by Department staff.

Biological Considerations:

Some of the features at the project sites have wildlife usage. Each feature will be thoroughly inspected at the installation site before installation begins. If wildlife is observed, the contractor shall exit the feature and contact the appropriate BLM or Department staff person listed in the contract. No work will proceed until authorized by the BLM or Department staff.

Features that have a gate prescribed shall have an internal inspection performed prior to the installation by the BLM or other qualified individuals (e.g. a bat biologist) to ensure that bats are not hibernating at the gate location and that desert tortoise are not residing inside the mine at the time of installation.

For features that have a PUF closure prescribed, the BLM's biologists will take precautions to exclude any wildlife that may be present. The process, which takes several days, allows any wildlife to leave the mine (but not return) at dusk prior to the installation of the closure. If the exclusion has been compromised by the time construction is ready to begin, work must stop and the appropriate BLM and Department staff person listed in the contract shall be contacted. For shafts and adits that did not require an exclusion, the BLM or other qualified individuals will enter the mine or look into it with a spot light immediately prior to hard closure to ensure no wildlife are within.

All of the sites are within desert tortoise habitat, some within critical habitat. All efforts shall be made to minimize impacts to desert tortoise including:

- A Wildlife Biologist will clear the site for burrows, etc. before the onset of mine closing and should remain onsite if during tortoise active season (March through June).
- All employees of the project proponent who work on-site shall participate in a tortoise education program prior to initiation of field activities. The project proponent is responsible for ensuring that the education program is developed and presented prior to conducting activities. The employee education program must be received, reviewed, and approved by the BLM Resource Area Office at least 15 days prior to the presentation of the program. The program may consist of a class presented by a qualified biologist (BLM or contracted) or a video. Wallet-sized cards or a one-page handout with important information for workers to carry are recommended. The program shall cover the following topics at a minimum:
 - distribution of the desert tortoise,
 - general behavior and ecology of the tortoise,
 - sensitivity to human activities,
 - legal protection,
 - penalties for violations of State or Federal laws,

- reporting requirements, and
 - project protective mitigation measures.
-
- Minimize the area of disturbance to the smallest practical area.
 - Check under vehicles before leaving the site each day. If a tortoise is present, the vehicle shall be carefully moved only when necessary and when the tortoise would not be injured by moving the vehicle or shall wait for the tortoise to move from under the vehicle.
 - Except on county-maintained roads, vehicle speeds shall not exceed 20 miles per hour through desert tortoise habitat.
 - No dogs are allowed on the job site.
 - All trash and food items shall be promptly contained within raven proof containers and regularly removed from the job site to reduce the attractiveness of the area to ravens and other tortoise predators.
 - Have a spotter monitor for desert tortoise during backfilling operations.

If a desert tortoise is found on site, notify the BLM or the Department staff person listed in the contract. No work will proceed until authorized by the BLM or Department staff. Only biologist authorized by the U.S. Fish and Wildlife, California Fish and Game and the BLM shall handle desert tortoise.

Ground disturbance will be kept to a minimum and vehicles including heavy equipment will remain within the previously disturbed areas whenever possible. If work continues into early April, nesting birds must be considered as vegetation is disturbed.

Archeological Considerations:

A BLM cultural staff person or a privately retained qualified professional archeologist or heritage consulting firm, who are permitted by BLM, may be present onsite during the construction of the closures. All features included in this IFB have been evaluated for cultural significance. Restrictions to construction for individual features are included in the task descriptions. If unforeseen impacts to cultural resources are encountered, the contractor shall stop work and contact the appropriate BLM or Department staff person listed in the contract. No work will proceed until authorized by the BLM or Department staff.

Worker Site Hazards Mitigation:

Mine sites are inherently dangerous. Many mines were dug over 100 years ago and have not benefited from modern safety precautions. Recognition of the following safety hazards and the appropriate worker safety hazard mitigations are critical to a safe job site and are the responsibility of the contractor.

PPE – All workers shall wear proper protective equipment at mine sites. Examples include, but not limited to:

- A hard hat, high visibility vest, and eye protection when working around heavy equipment.
- Gloves, eye protection, and skin protection (e.g. Tyvek® suits) when working with polyurethane foam (PUF) (double check MSDS).
- Welding mask (or welding glasses/goggles for observers), skin protection, and gloves when welding bat gates or cupolas.
- Gloves, eye protection and steel-toed boots when working with heavy materials like pieces of steel or culverts.

Fall Prevention – When working around shafts, highwalls, or open stopes, workers must be aware of their proximity to fall hazards at all times.

Fall Protection – When work is being conducted around shafts or adits with winzes (internal vertical shafts) workers shall wear personal protective fall equipment including: a harness system and necessary attachments that meet OSHA fall protection requirements, safety gloves, and safety glasses or goggles.

Air Quality – Deadly gases and oxygen deficient atmospheres can be present in abandoned mines. Pockets of methane, carbon dioxide, carbon monoxide and other deadly gases or asphyxiates can form or simply displace oxygen with no visible sign or detectable smell. A properly calibrated multi-gas meter shall be onsite during any underground construction. This meter will typically test for combustible gasses, oxygen content, carbon monoxide and H₂S. The gas meter shall be supplied by the Contractor and shall be used in the appropriate manner for the site conditions as required by MSHA regulations. Details about the present air quality levels found at the project sites are unknown unless stated otherwise.

An appropriate ventilation system may need to be temporarily installed in mine adits and/or shafts to achieve the required air flow and air quality levels. Adequate air flow is necessary to circulate fresh outside air with the mine air to reduce worker exposure to gases present during construction of PUF closures, bat gates, culvert gates or any other construction type work that takes place inside a mine. Adequate ventilation is particularly important while welding due to the smoke and fumes generated that can accumulate in the mine resulting in uninhabitable or unsafe atmospheres. Ventilation should not be used in a way that stirs up dust. It may be necessary to dampen the work area to keep dust controlled and prevent airborne release of any mold spores or viral agents such as hanta virus. The Department assumes the contractors are well versed in the hazards present in rock dust, mine atmospheres and soils within the mines and the surrounding areas.

Unstable rock surfaces – The portals of adits and collars of shaft are often unstable. Loose rock or other material shall be cleared prior to starting construction on site.

Design guidelines:

The following design descriptions are general guidelines for various types of closures. All mining features are unique and may require some deviation from the guidelines outlined below based on site conditions and design preferences, as dictated and approved by Department staff. These variations shall be addressed in the individual task descriptions. Included in Section G of this document are examples for bat gates, cupolas, culvert gates and air gates. All examples are provided for reference only. **It is the bidder's responsibility to clarify any design questions prior to submitting the bid.**

Air Grate:

- Structural steel perimeter shall sit on a concrete foundation 6 inches wide and 12 inches below grade (may be pinned to bedrock if present).
- No significant gaps or loose material shall be present under edge of perimeter frame.
- Crossbars shall be appropriate structural steel for the span, and expanded metal shall be welded over the top of the entire structure.

Backfill:

- Native material (soil, rock or waste rock) should be used as the backfill medium unless otherwise stated.
- If required, mound fill 2 feet to 4 feet above the collar of mine shafts (unless otherwise noted in the task descriptions). The mound should be contoured in such a way as to blend into the surrounding landscape.
- Implement other measures to ensure that subsidence and compaction are addressed to avoid a future depression at the mine shaft, such as wetting of soils and/or application of individual lifts of soil.
- When travelling off designated routes, every effort shall be taken to minimize impacts to vegetation. All tracks shall be brushed out and areas compacted by heavy equipment shall be loosened (or lightly ripped) to allow for revegetation.
- Chicken wire exclusions shall be removed and set aside intact (when possible) for BLM retrieval

Bat Gate:

- Bat gates are typically installed roughly 5-15 feet inside an adit at a location with competent rock for anchoring.
- The uprights shall be 4 inch by 4 inch square steel tubing, 3/8 inch thick.
- The base of the uprights shall be attached to a sill made from 6 inch angle, channel, or other structural steel. Unless otherwise specified, this sill must sit directly on bedrock that forms the floor.
- The horizontal bars shall be 4 inch by 4 inch angle iron, 3/8 inch thick.
- Stiffeners shall be installed on horizontal bar spans greater than 8 feet. The stiffeners shall be constructed by welding two 1 ½ inch angle iron to the interior angle of the horizontal bar.
- The bars shall be installed on the interior side of the uprights using 6 inch by 6 inch angle iron brackets unless specified differently.
- The space between the bars shall be 5 ¾ inches from the bottom of one bar to the top of the bar below.
- The bat guards shall be 4 inch plate, ¼ inch thick and shall be installed across the front of the angle iron brackets.
- The pins shall be #8 rebar and installed, at a minimum, at the top and bottom of each upright and at two locations (roughly 1/3 and 2/3 the height if feasible) on each side for the horizontal bars and installed into competent bedrock. Additional pins may be necessary depending on the competency of the rock.
- All bat gates shall have a removable bar and tortoise access unless otherwise specified.
- Ridgecrest BLM will provide the McGard pattern bolts to lock the removable bars.
- No legible writing shall remain on this structure at the completion of installation.

Culvert Gate:

- Culverts shall be made of 16-gauge corrugated galvanized metal pipe (CMP) or steel reinforced polyethylene pipe (SRPE), unless otherwise stated.
- Culverts shall be a minimum of 6 feet long. They shall be installed into the adit far enough to have competent rock above and shall protrude from the adit far enough that the opening will not be covered by debris from portal creep.
- Any remaining voids around the outside of the culvert shall be sealed with PUF, which shall be covered with at least two feet of native fill unless otherwise stated.
- The gate shall be installed far enough inside the culvert so that the section of culvert attached to the gate is covered by PUF or fill.
- The space between the bars shall be 5 ¾ inches from the bottom of one bar to the top of the bar below.
- The largest culvert that can fit into a given mine opening shall be used. Loose debris at the portal shall be removed to ensure the largest culvert possible is used.
- For culverts larger than 36 inch diameter:
 - A rolled ring of ¼ inch x 6 inch flat bar, mild steel, shall be inserted into the culvert and then shall be securely bolted to the culvert using ¾ inch-16 x 2 inch hex bolts and washers. The bolts, nuts, and washers shall be welded to each other and the washers welded to the culvert.
 - The bat gate bars shall be 4 inch x 4 inch x 3/8 inch angle iron and shall be welded to the rolled ring.
- For culverts 36 inch or small in diameter:
 - No rolled ring shall be installed.
- Bat gate bars shall be 1 inch diameter solid manganal bars installed through holes cut in the walls of the culvert and locked into place using small plates or a stack of washers welded to the ends of the bars that extend outside of the culvert. The holes cut in the culvert wall shall be no larger than is necessary for the bars to slide through.
- Culvert gates shall not have removable bars unless otherwise specified.
- No legible writing shall remain on this structure at the completion of installation.

Cupola:

- Cupolas are installed at the surface surrounding a shaft or vertical opening.
- The horizontal bars shall be 4 inch by 4 inch angle iron, 3/8 inch thick.
- Stiffeners shall be installed on horizontal bar spans greater than 8 feet. The stiffeners shall be constructed by welding two 1 ½ inch angle iron to the interior angle of the horizontal bar.
- The bars shall be installed on the exterior side of the uprights using 6 inch by 6 inch angle iron brackets unless specified differently.
- The space between the bars shall be 5 ¾ inches from the bottom of one bar to the top of the bar below.
- The bat guards shall be 4 inch plate, ¼ inch thick and shall be installed across the front of the angle iron brackets.
- The uprights shall be 4 inch by 4 inch square steel tubing, 3/8 inch thick.
- The base of the uprights shall be welded to a sill made from 6 inch plate steel, 3/8 inch thick. This sill shall be attached to a concrete foundation using a minimum 8 pieces ½ inch rebar sunk into the concrete and welded through the sill.
- The concrete foundation must be a minimum of 6 inches wide and must be installed to a depth of no less than 12 inches below grade, unless bedrock is reached at a shallower depth.
- The roof shall be constructed of 3lb expanded steel mesh and be supported by structural steel sized appropriately for the span and to carry the largest foreseeable load.
- No legible writing shall remain on this structure at the completion of installation.
- All Cupolas shall have owl access unless otherwise stated.
- A protective mesh shall be installed along the bottom flyway if the project site has been determined to be hazardous to tortoise.

PUF:

- PUF shall have the following minimum properties:
 - Density of 2.5 lb/cf
 - Closed Cell structure of 90%
 - 100% water blown (no CFC's or HFC's contained in the mix)
- Loose dirt, rock and debris shall be removed from the walls of the shaft to ensure proper adhesion of the PUF to the walls of the shaft.
- PUF shall be applied to a bottom of known physical and chemical properties. Materials commonly used include plywood, plastic sheeting, dimension lumber, rebar, expanded metal, foam board and fence materials.
- PUF shall be poured in lifts of no more than 16 inches thick and allowed to reach the "tack-free" stage before another lift is poured on top.
- PUF being poured shall never be allowed to "cut into" or penetrate existing soft foam already in place.
- The finished plug in a shaft shall achieve a thickness across the entire opening described by the following equation:

$$0.7a (2+(0.5(b/a-1)))$$

Where: a is the shorter dimension

b is the longer dimension

$b/a < 3$

inputs and outputs all in feet

- Once the finished PUF surface has solidified, the plug shall be covered with at least 24 inches of unclassified native soil fill.
- The finished plug in an adit shall equal the adit height as measured along the ceiling (adit back). A bulkhead shall be placed on the interior of the adit. The bulkhead may be constructed from known physical and chemical properties. Temporary forms may be

constructed of any material capable of sustaining an initial lift of foam and are of known physical and chemical properties.

Fence:

- Fence perimeter shall be set back at a minimum of 6 feet from the collar of a stable shaft and 8 feet from an unstable shaft.
- Corners shall have 7 foot long heavy duty T-posts (1.25 lb/ft) installed 1 ½ feet below grade. If shallow bedrock is present or the T-post cannot be driven to 1 ½ feet and remain secure, then the corners shall be anchored in a concrete footing.
- Each corner shall have corner bracing in 2 directions in line with the fence. The corner bracing shall have 7 foot long heavy duty T-posts (1.25 lb/ft) installed 1 ½ feet below grade in such a way as to provide proper bracing and anchored in a concrete footing if necessary. The corner bracing post shall be bolted to the corner post using the appropriately sized rail end cap and brace band.
- Line posts be installed a maximum of 8 feet apart and shall have 7 foot long heavy duty T-posts (1.25 lb/ft) installed 1 ½ feet below grade. If necessary the line posts shall be anchored in a concrete footing.
- Fence wire shall be composed of double strand, 12.5 gauge barbless wire. Spacing of the strands shall be approximately 12 inches apart with the lowest strand approximately 9 inches above the ground surface unless otherwise specified.
- Tortoise fencing comprised of 1 inch by 1 inch by 24 inch wire mesh shall be installed along the entire perimeter of the fence. The fence shall be buried approximately 12 inches below grade with the remaining 12 inches secured to the corner, corner bracing and barbless wire. If shallow bedrock is present and the tortoise fencing cannot be buried to the specified length, then 12 inches of the fencing shall be bent to lie flat on the surface and a layer of large rocks shall be placed along the entire length.

Attachment 8: Cost Breakdowns for Tasks

Cost Breakdowns:

Bid Cost Sheets must be submitted with your bid package and in the format shown on the following pages. These sheets can be printed and filled out by hand or a Word or PDF version can be requested from Debbie DuVall. **Bids not submitted on the provided Cost Sheets may be rejected.**

- **Labor Costs** – Labor costs should be based on prevailing wages for general labor, heavy equipment operator and structural or decorative iron worker labor categories. Labor categories can be found at www.wdol.gov. This cost includes labor to design the closures, prefabrication of parts for the closure, travel time to and from the site, installation of the closure at the site. Due to ARRA reporting requirements, please list the labor category including code number, number of workers per category, per hour rate, and number of hours per labor category. For work to be performed in Kern County, use the CA20100031 wage determination. For work performed in San Bernardino County, use the CA20100037 wage determination.
- **Materials Costs** – Materials costs include materials used in the construction of the closure such as steel, concrete, and polyurethane foam (PUF) as directed by Department of Conservation staff. All material purchased for this project shall comply with the Buy American Act section 52.225-1 www.acquisition.gov.
- **Equipment Costs** – Equipment costs include the cost of operation of equipment used during the installation of the closure (e.g. welders, generators, blowers, air compressors, drills) and the cost of consumables expended (e.g. welding wire, gasoline, personal protective equipment, etc.).
- **Overhead** – Overhead costs are any costs except labor, materials, equipment, transportation, and/or other direct costs.
- **Other Direct Costs** – Other direct costs include any special costs required to complete this project, such as heavy equipment or helicopter rentals. If there are additional costs please specify below.
- **Travel Costs** -- Travel costs include mileage (to, from, and between the sites) and lodging for personnel. Mileage and lodging rates shall be based on the current state rates as specified by the Department of Personnel Administration for excluded employees. Rates can be found at www.dpa.ca.gov. Location of origin and destination and miles traveled per trip shall be itemized. Every effort shall be made to consolidate and minimize the number of trips necessary to complete the job.

Please note: All feature dimensions listed in this IFB are approximate only. A feature with a “+” after the depth indicates the observable depth and that the face/bottom was not seen. The feature may be significantly deeper than the listed depth. Actual dimensions should be obtained by the contractor at the pre-bid walkthrough.

Task #1 St. Louis Mine Area Backfills

The St. Louis Mine Area Task #1 has a total of 20 shafts, stopes, adits and trenches that shall be backfilled using native material from the site. Many of the features are deep and unstable with a thin bridge of rock remaining at the surface. Some backfills may need material mounded at the surface. The terrain is steep and the appropriate equipment needs to be used to work the site safely. Please use caution while walking the site.

Type	DOC ID	Width 1	Width 2	Depth	Description
Stope	St. Louis #8962	5	15	20	Shaft or collapse that appears to open into main stope.
Stope	St. Louis #8963	10	150	50	This feature is actually a very deep and long trench. It represents an area where the vertical, planar stope daylighted at the top of the hill. Collapses have tied several smaller openings together into this huge opening. It is 50' deep in several spots
Shaft/stope	St. Louis #8965	3	8	30	Shaft that appears to open into the main stope.
Adit	St. Louis #8972	4	5	40	Adit that appears to open into the main stope.
Adit/trench	St. Louis #8974	6	20	40	
Shaft	St. Louis #8976	4	8	20+	Shaft that appears to open into the main stope.
Shaft	St. Louis #8977	3	10	15	Dump material is partially filling this shaft.
Stopes	St. Louis #8978	3	7	20	Three tightly grouped shafts all located within 10 feet of one another and appear to open into the main stope.
Shaft	St. Louis #8979	2	3	20	
Shaft	St. Louis #8980	4	5	20	
Shaft	St. Louis #8983				
Adit	St. Louis #8984	5	10	40	This is an adit with a steep-sided run-in.
Shaft	St. Louis #8985	3	4	20	Possible collapse into 8984
Shaft	St. Louis #8986	2	3	10	Possible collapse into 8984
Stope	St. Louis #8988	6	200	20	This feature looks like a trench, but it has some spots that are much deeper than others (20')
Shaft	St. Louis #8989	3	15	12	
Shaft	St. Louis #8992	4	6	30	
Shaft	St. Louis #3B				
Adit	St. Louis South				
Shaft	St. Louis South end of #8988				

Labor Costs – (Total of costs from table below)

\$ _____

Labor Category (include code)	Qty	\$/Hr	# of Hr	Cost

Equipment Costs -- (Total of costs from table below)

\$ _____

Equipment	Qty	\$/Hr	# of Hr	Cost

Mobilization/Demobilization (heavy equipment only)

\$ _____

Other Costs* -

\$ _____

Overhead -

Rate: _____

\$ _____

Total Cost for Task #1:

\$ _____

*Other Cost Details:

Signature

Date

Task #2 Irwin #6: PUF

Irwin #6 is a declined, cribbed shaft measuring 5x8x40+ feet. The shaft shall be closed with a standard PUF plug.

Labor Costs – (Total of costs from table below) \$ _____

Labor Category	Qty	\$/Hr	# of Hr	Cost

Material Costs -- (Total of costs from table below) \$ _____

Material	Qty	Cost
PUF, cubic yard		
Other items (describe):		

Equipment Costs - \$ _____

Other Costs* - \$ _____

Overhead - Rate: _____ \$ _____

Total Cost for Task #2: \$ _____

*Other Cost Details:

 Signature Date

Task #3 Irwin #5: Cupola

Irwin #5 is a stable shaft with timber at the surface measuring 5x8x40+ feet deep. A standard cupola shall be installed in such a way to prevent erosion from undermining the foundation. Owl access shall be installed. Timbers can be moved if necessary.

Labor Costs – (Total of costs from table below) \$ _____

Labor Category	Qty	\$/Hr	# of Hr	Cost

Material Costs -- (Total of costs from table below) \$ _____

Material	Qty	Cost
4" x 3/8" square tubing, ft		
4" x 3/8" angle iron, ft		
6" x 3/8" angle, channel or structural steel, ft		
4" x 1/4" plate, ft		
6" x 1/4" plate, ft		
3# expanded metal grate, square ft		
Concrete, lbs.		
Other items (describe):		

Equipment Costs - \$ _____

Other Costs* - \$ _____

Overhead - Rate: _____ \$ _____

Total Cost for Task #3: \$ _____

*Other Cost Details:

Signature Date

Task #4 Silver Bow: Cupola

Silver Bow is a stable shaft with some timber at the surface measuring 5x7x20+ feet deep. A modified cupola shall be installed in such a way to prevent erosion from undermining the foundation. Owl access shall be installed. Timbers can be moved if necessary.

Labor Costs – (Total of costs from table below) \$ _____

Labor Category	Qty	\$/Hr	# of Hr	Cost

Material Costs -- (Total of costs from table below) \$ _____

Material	Qty	Cost
4" x 3/8" square tubing, ft		
4" x 3/8" angle iron, ft		
6" x 3/8" angle, channel or structural steel, ft		
4" x 1/4" plate, ft		
6" x 1/4" plate, ft		
3# expanded metal grate, square ft		
Concrete, lbs.		
Other items (describe):		

Equipment Costs - \$ _____

Other Costs* - \$ _____

Overhead - Rate: _____ \$ _____

Total Cost for Task #4: \$ _____

*Other Cost Details:

Signature Date

Task #5 Leviathan Strip #2: Gate:

Leviathan Strip #2 is an open tunnel with a large unstable portal that narrows down to 4x6 inside. A standard bat gate shall be installed inside the portal in competent bedrock and in such a way as to prevent access to the underground workings. The other end of the tunnel does not need to be addressed at this time.

Labor Costs – (Total of costs from table below)

\$ _____

Labor Category	Qty	\$/Hr	# of Hr	Cost

Material Costs -- (Total of costs from table below)

\$ _____

Material	Qty	Cost
4" x 3/8" Square Tubing, ft		
4" x 3/8" angle iron, ft		
6" x 3/8" angle, channel or structural steel, ft		
4" x 1/4" plate, ft		
Other items (describe):		

Equipment Costs -

\$ _____

Other Costs* -

\$ _____

Overhead -

Rate: _____

\$ _____

Total Cost for Task #5:

\$ _____

*Other Cost Details:

Signature

Date

Task #6 Leviathan Strip #3: Gate:

Leviathan Strip #3 is an open adit measuring 4x6x50+ feet deep. A standard bat gate shall be installed inside the portal in competent bedrock and in such a way as to prevent access to the underground workings.

Labor Costs – (Total of costs from table below) \$ _____

Labor Category	Qty	\$/Hr	# of Hr	Cost

Material Costs -- (Total of costs from table below) \$ _____

Material	Qty	Cost
4" x 3/8" Square Tubing, ft		
4" x 3/8" angle iron, ft		
6" x 3/8" angle, channel or structural steel, ft		
4" x 1/4" plate, ft		
Other items (describe):		

Equipment Costs - \$ _____

Other Costs* - \$ _____

Overhead - Rate: _____ \$ _____

Total Cost for Task #6: \$ _____

*Other Cost Details:

 Signature Date

Task #7 Irwin #10: PUF

Irwin #10 is a declined shaft measuring 6x10x100+ feet. The shaft shall be closed with a standard PUF plug.

Labor Costs – (Total of costs from table below) \$ _____

Labor Category	Qty	\$/Hr	# of Hr	Cost

Material Costs -- (Total of costs from table below) \$ _____

Material	Qty	Cost
PUF, cubic yard		
Other items (describe):		

Equipment Costs - \$ _____

Other Costs* - \$ _____

Overhead - Rate: _____ \$ _____

Total Cost for Task #7: \$ _____

*Other Cost Details:

 Signature Date

Task #8 Irwin #9: Gate:

Irwin #9 is an open adit measuring 5x7x230 feet deep. A standard bat gate shall be installed inside the portal in competent bedrock and in such a way as to prevent access to the underground workings.

Labor Costs – (Total of costs from table below) \$ _____

Labor Category	Qty	\$/Hr	# of Hr	Cost

Material Costs -- (Total of costs from table below) \$ _____

Material	Qty	Cost
4" x 3/8" Square Tubing, ft		
4" x 3/8" angle iron, ft		
6" x 3/8" angle, channel or structural steel, ft		
4" x 1/4" plate, ft		
Other items (describe):		

Equipment Costs - \$ _____

Other Costs* - \$ _____

Overhead - Rate: _____ \$ _____

Total Cost for Task #8: \$ _____

*Other Cost Details:

 Signature Date

Task #9 Irwin #9s: Air Grate:

Irwin #9s is an open, irregularly shaped shaft that connects to the adit below. This shaft shall have an air grate installed. Air grate can be recessed if pinned to bedrock.

Labor Costs – (Total of costs from table below) \$ _____

Labor Category	Qty	\$/Hr	# of Hr	Cost

Material Costs -- (Total of costs from table below) \$ _____

Material	Qty	Cost
4" x 3/8" angle iron, ft		
6" x 3/8" angle, channel or structural steel, ft		
4" x 1/4" plate, ft		
6" x 1/4" plate, ft		
3# expanded metal grate, square ft		
Concrete, lbs.		
Other items (describe):		

Equipment Costs - \$ _____

Other Costs* - \$ _____

Overhead - Rate: _____ \$ _____

Total Cost for Task #9: \$ _____

*Other Cost Details:

 Signature Date

Task #10 Irwin #8: PUF

Irwin #8 is an irregularly shaped shaft measuring 6x12x80 feet. The shaft shall be closed with a standard PUF plug.

Labor Costs – (Total of costs from table below) \$ _____

Labor Category	Qty	\$/Hr	# of Hr	Cost

Material Costs -- (Total of costs from table below) \$ _____

Material	Qty	Cost
PUF, cubic yard		
Other items (describe):		

Equipment Costs - \$ _____

Other Costs* - \$ _____

Overhead - Rate: _____ \$ _____

Total Cost for Task #10: \$ _____

*Other Cost Details:

 Signature Date

Task #11 Irwin #21: PUF

Irwin #21 is an irregularly shaped shaft measuring 8x10x100+ feet. The shaft shall be closed with a standard PUF plug.

Labor Costs – (Total of costs from table below) \$ _____

Labor Category	Qty	\$/Hr	# of Hr	Cost

Material Costs -- (Total of costs from table below) \$ _____

Material	Qty	Cost
PUF, cubic yard		
Other items (describe):		

Equipment Costs - \$ _____

Other Costs* - \$ _____

Overhead - Rate: _____ \$ _____

Total Cost for Task #11: \$ _____

*Other Cost Details:

 Signature Date

Task #12 St. Louis #8970: Gate:

St. Louis #8970 is an open adit measuring 4x6 feet at the portal. The adit goes in about 10 feet and intersects a slope. A standard bat gate shall be installed inside the portal in competent bedrock and in such a way as to prevent access to the underground workings.

Labor Costs – (Total of costs from table below) \$ _____

Labor Category	Qty	\$/Hr	# of Hr	Cost

Material Costs -- (Total of costs from table below) \$ _____

Material	Qty	Cost
4" x 3/8" Square Tubing, ft		
4" x 3/8" angle iron, ft		
6" x 3/8" angle, channel or structural steel, ft		
4" x 1/4" plate, ft		
Other items (describe):		

Equipment Costs - \$ _____

Other Costs* - \$ _____

Overhead - Rate: _____ \$ _____

Total Cost for Task #12: \$ _____

*Other Cost Details:

 Signature Date

Task #13 St. Louis #8966: Cupola

St. Louis #8966 is a stable shaft that intersects the main stope measuring 4x8x40+ feet deep. A standard cupola shall be installed in such a way to prevent erosion from undermining the foundation or pinned directly to bedrock. Owl access shall be installed.

Labor Costs – (Total of costs from table below) \$ _____

Labor Category	Qty	\$/Hr	# of Hr	Cost

Material Costs -- (Total of costs from table below) \$ _____

Material	Qty	Cost
4" x 3/8" square tubing, ft		
4" x 3/8" angle iron, ft		
6" x 3/8" angle, channel or structural steel, ft		
4" x 1/4" plate, ft		
6" x 1/4" plate, ft		
3# expanded metal grate, square ft		
Concrete, lbs.		
Other items (describe):		

Equipment Costs - \$ _____

Other Costs* - \$ _____

Overhead - Rate: _____ \$ _____

Total Cost for Task #13: \$ _____

*Other Cost Details:

Signature Date

Task #14 St. Louis North End of #8963: Cupola

St. Louis North End of #8963 is a shaft located at the north end of the stope. A modified cupola shall be installed in such a way as to prevent the backfill of the stope from filling in the shaft. Owl access shall be installed.

Labor Costs – (Total of costs from table below) \$ _____

Labor Category	Qty	\$/Hr	# of Hr	Cost

Material Costs -- (Total of costs from table below) \$ _____

Material	Qty	Cost
4" x 3/8" square tubing, ft		
4" x 3/8" angle iron, ft		
6" x 3/8" angle, channel or structural steel, ft		
4" x 1/4" plate, ft		
6" x 1/4" plate, ft		
3# expanded metal grate, square ft		
Concrete, lbs.		
Other items (describe):		

Equipment Costs - \$ _____

Other Costs* - \$ _____

Overhead - Rate: _____ \$ _____

Total Cost for Task #14: \$ _____

*Other Cost Details:

Signature Date

Task #15 St. Louis #8981: Cupola

St. Louis #8981 is a cribbed shaft measuring 4x6x70+ feet deep. A standard cupola shall be installed in such a way to prevent erosion from undermining the foundation or pinned directly to bedrock. Owl access shall be installed.

Labor Costs – (Total of costs from table below) \$ _____

Labor Category	Qty	\$/Hr	# of Hr	Cost

Material Costs -- (Total of costs from table below) \$ _____

Material	Qty	Cost
4" x 3/8" square tubing, ft		
4" x 3/8" angle iron, ft		
6" x 3/8" angle, channel or structural steel, ft		
4" x 1/4" plate, ft		
6" x 1/4" plate, ft		
3# expanded metal grate, square ft		
Concrete, lbs.		
Other items (describe):		

Equipment Costs - \$ _____

Other Costs* - \$ _____

Overhead - Rate: _____ \$ _____

Total Cost for Task #15: \$ _____

*Other Cost Details:

Signature Date

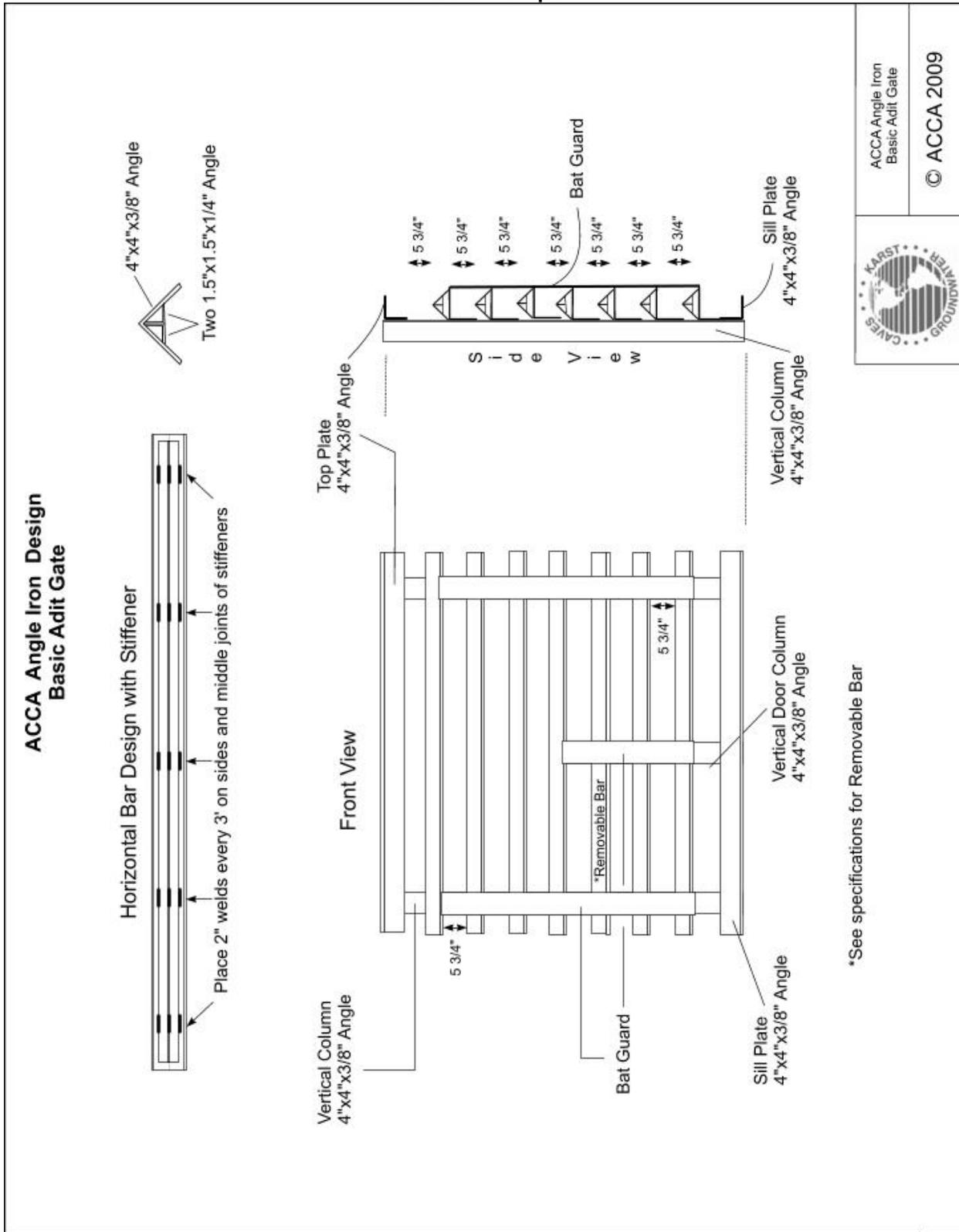
Cost Summary: Grayed out boxes do not need data entered.

	Labor	Materials	Equipment	Other	Overhead	Mob/ DeMob	Total
Task #1							
Task #2							
Task #3							
Task #4							
Task #5							
Task #6							
Task #7							
Task #8							
Task #9							
Task #10							
Task #11							
Task #12							
Task #13							
Task #14							
Task #15							
Travel							

Total \$ _____

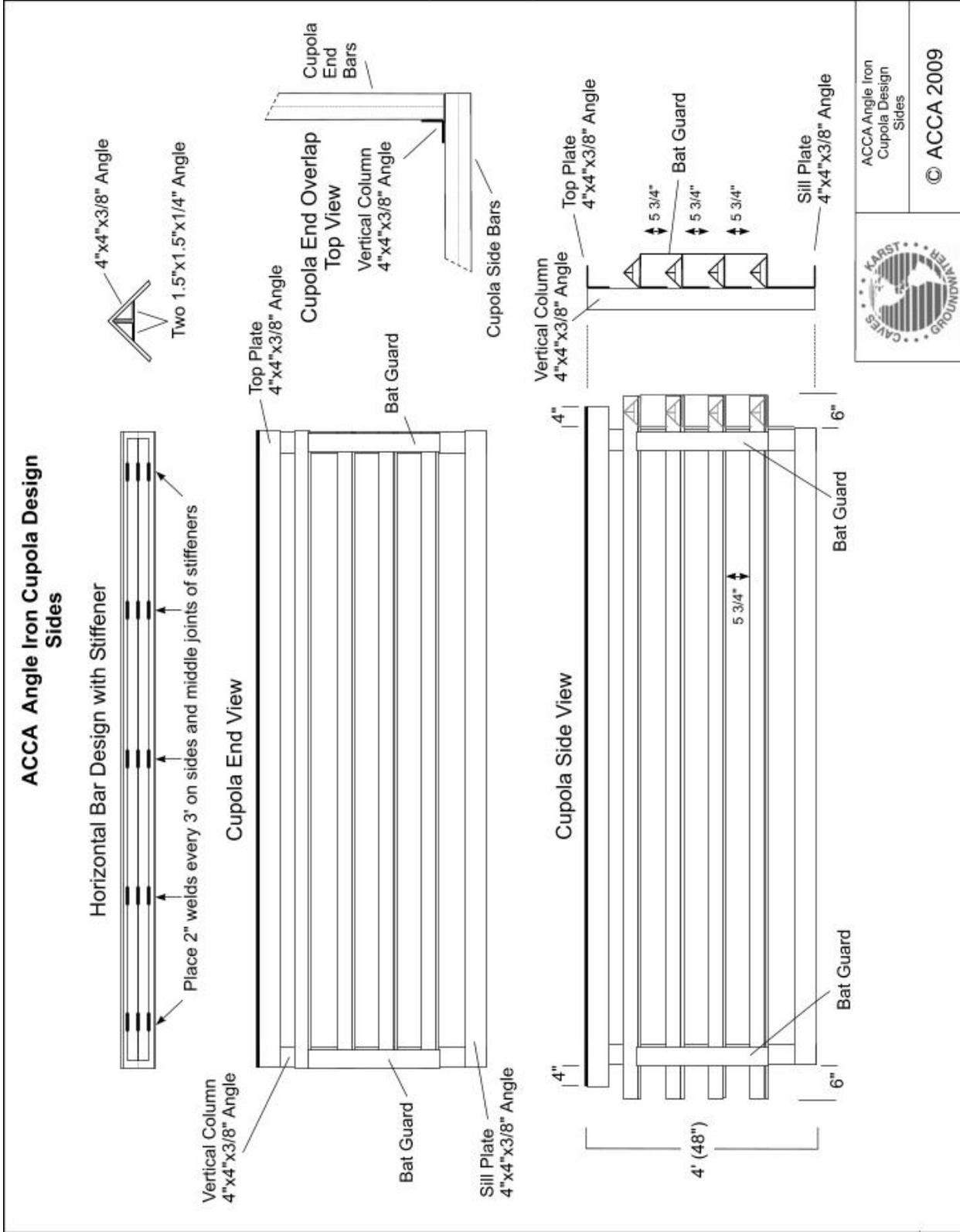
G) Design Examples

Bat Gate Example



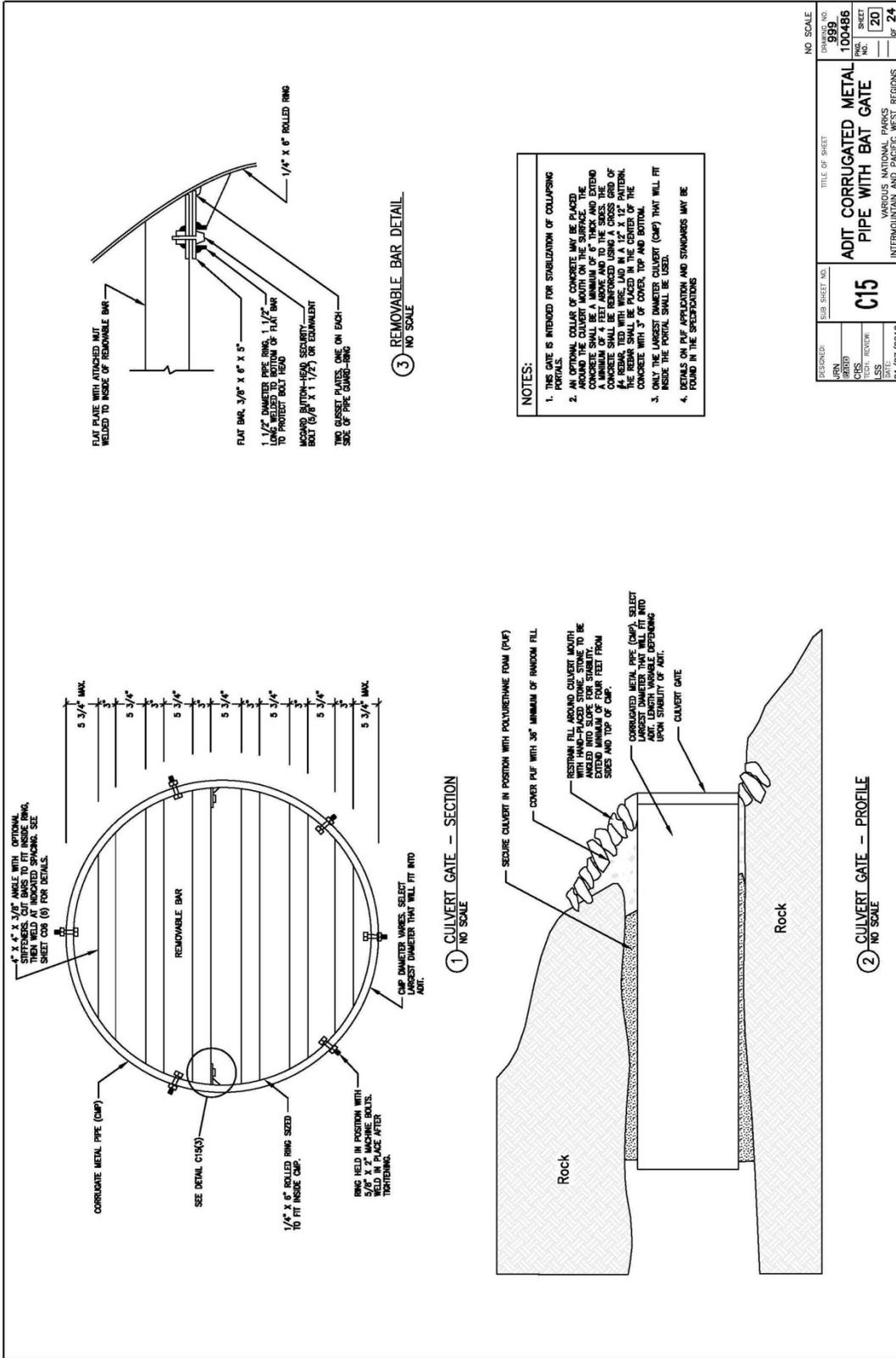
These plans are provided courtesy of the American Cave Conservation Association and are revised annually. Contact the ACCA for current construction specifications on special needs.

Cupola Example



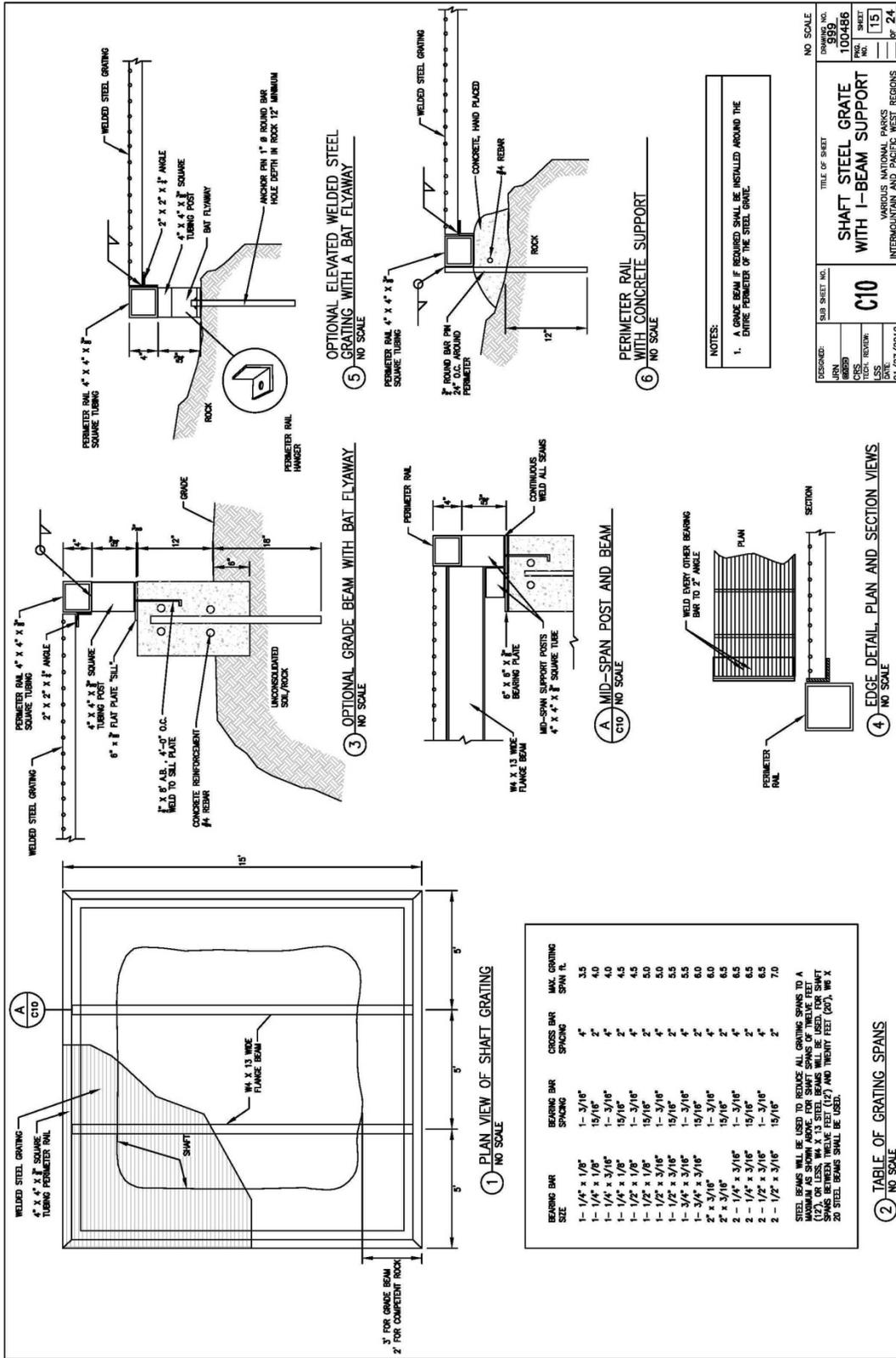
These plans are provided courtesy of the American Cave Conservation Association and are revised annually. This drawing is provided for reference only. Contractors should follow guideline outlined in the contract.

Culvert Gate Example



These plans are provided courtesy of the National Park Service. This drawing is provided for reference only. Contractors should follow guideline outlined in the contract.

Air Grate Example



These plans are provided courtesy of the National Park Service. This drawing is provided for reference only. Contractors should follow guideline outlined in the contract.

H) Sample Standard Agreement (STD 213)

Note to Bidders:

The following pages represent a sample of the contract, if any, that will be awarded as a result of this IFB. Please review it carefully and present any questions in writing to the contact identified for this IFB.

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 09/01)

AGREEMENT NUMBER 6011-XXX

- This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME Department of Conservation	CONTRACTOR'S NAME
---	-------------------
- The term of this Agreement is: _____ through _____
Or upon Department of General Services approval, whichever is later
- The maximum amount of this Agreement is: \$XXXXX
- The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	X pages
Exhibit B – Budget Detail and Payment Provisions	2 pages
Exhibit C – Project Worksheet	X pages
Exhibit D – Insurance Requirements	1 page
Exhibit E* - General Terms and Conditions	1 page
Exhibit F – Special Terms and Conditions	1 page
Exhibit G – Additional Terms and Conditions	5 pages
Exhibit H - Design and Specifications	X pages

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		<i>California Department of General Services Use Only</i>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)		
BY (Authorized Signature)	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
STATE OF CALIFORNIA		
AGENCY NAME Department of Conservation		
BY (Authorized Signature)	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING James S. Pompy, Assistant Director, Office of Mine Reclamation		
ADDRESS 801 K Street, MS 09-06, Sacramento, CA 95814		
		<input type="checkbox"/> Exempt per:

EXHIBIT A

SCOPE OF WORK

1. The Contractor agrees to provide the Department of Conservation (Department) with four (4) PUF plug closures, backfilling of 17 features, and the design and installation of four (4) bat gates, five (5) cupolas, and one (1) air grate. The Contractor agrees to provide all equipment and personnel necessary to perform this work.
2. The Contractor shall provide photos of the closure, during and after the installation of each of the feature closures. No before photos are necessary.
3. The services shall be performed at Leviathan and Silver Bow Mines area, Irwin Mines area, and St. Louis Mines area, all within Calico Hills Padre Madre Mine area, located in San Bernardino County within jurisdiction of the Bureau of Land Management's (BLM) Barstow Field Office (BFO).
4. The services shall be provided between _____ and _____. Work will only commence once the State has passed a valid Budget Act and a valid work authorization has been issued by the Department.
5. The project representatives during the term of this agreement will be:

State Agency: Department of Conservation	Contractor:
Name: Stephen L. Jenkins	Name:
Phone: (916) 323-9226	Phone:
Fax: (916) 445-6066	Fax:

6. Direct all inquiries to:

State Agency: Department of Conservation	Contractor:
Section/Unit: Office of Mine Reclamation / AMLU	Section/Unit:
Attention: Sarah Reeves	Attention:
Address: 801 K Street, MS 09-06, Sacramento CA 95814	Address:
Phone: (916) 322-4143	Phone:
Fax: (916) 445-6066	Fax:

7. Description of work to be performed and duties of all parties:

The Contractor shall perform mine closure services as described in IFB OMR2011-004 issued by the Department.

8. The tasks to be performed are:

Task #1 St. Louis Mine Area Backfills

The St. Louis Mine Area Task #1 has a total of 20 shafts, stopes, adits and trenches that shall be backfilled using native material from the site. Many of the features are deep and unstable with a thin bridge of rock remaining at the surface. Some backfills may need material mounded at the surface. The terrain is steep and the appropriate equipment needs to be used to work the site safely. Please use caution while walking the site.

Task #2 Irwin #6: PUF

Irwin #6 is a declined, cribbed shaft measuring 5x8x40+ feet. The shaft shall be closed with a standard PUF plug.

Task #3 Irwin #5: Cupola

Irwin #5 is a stable shaft with timber at the surface measuring 5x8x40+ feet deep. A standard cupola shall be installed in such a way to prevent erosion from undermining the foundation. Owl access will be installed. Timbers can be moved if necessary.

Task #4 Silver Bow: Cupola

Silver Bow is a stable shaft with some timber at the surface measuring 5x7x20+ feet deep. A modified cupola shall be installed in such a way to prevent erosion from undermining the foundation. Owl access will be installed. Timbers can be moved if necessary.

Task #5 Leviathan Strip #2: Gate

Leviathan Strip #2 is an open tunnel with a large unstable portal that narrows down to 4x6 inside. A standard bat gate shall be installed inside the portal in competent bedrock and in such a way as to prevent access to the underground workings. The other end of the tunnel does not need to be addressed at this time.

Task #6 Leviathan Strip #3: Gate

Leviathan Strip #3 is an open adit measuring 4x6x50+ feet deep. A standard bat gate shall be installed inside the portal in competent bedrock and in such a way as to prevent access to the underground workings.

Task #7 Irwin #10: PUF

Irwin #10 is a declined shaft measuring 6x10x100+ feet. The shaft shall be closed with a standard PUF plug.

Task #8 Irwin #9: Gate

Irwin #9 is an open adit measuring 5x7x230 feet deep. A standard bat gate shall be installed inside the portal in competent bedrock and in such a way as to prevent access to the underground workings.

Task #9 Irwin #9s: Air Grate

Irwin #9s is an open, irregularly shaped shaft that connects to the adit below. This shaft shall have an air grate installed. Air grate can be recessed if pinned to bedrock.

Task #10 Irwin #8: PUF

Irwin #8 is an irregularly shaped shaft measuring 6x12x80 feet. The shaft shall be closed with a standard PUF plug.

Task #11 Irwin #21: PUF

Irwin #21 is an irregularly shaped shaft measuring 8x10x100+ feet. The shaft shall be closed with a standard PUF plug.

Task #12 St. Louis #8970: Gate

St. Louis #8970 is an open adit measuring 4x6 feet at the portal. The adit goes in about 10 feet and intersects a stope. A standard bat gate shall be installed inside the portal in competent bedrock and in such a way as to prevent access to the underground workings.

Task #13 St. Louis #8966: Cupola

St. Louis #8966 is a stable shaft that intersects the main stope measuring 4x8x40+ feet deep. A standard cupola shall be installed in such a way to prevent erosion from undermining the foundation or pinned directly to bedrock. Owl access will be installed.

Task #14 St. Louis North End of #8963: Cupola

St. Louis North End of #8963 is a shaft located at the north end of of stope. A modified cupola shall be installed in such a way as to prevent the backfill of the stope from filling in the shaft. Owl access will be installed.

Task #15 St. Louis #8981: Cupola

St. Louis #8981 is a cribbed shaft measuring 4x6x70+ feet deep. A standard cupola shall be installed in such a way to prevent erosion from undermining the foundation or pinned directly to bedrock. Owl access will be installed.

9. Access to Sites:

The contractor shall transport equipment, supplies and personnel from existing roads and/or trails to the project site. The Contractor shall minimize all impacts to vegetation on site. This includes staying on designated roads, parking in areas that will not affect vegetation, and avoiding vegetation while constructing the closures. All traces of the installation, including equipment, materials, and scrap that was not on the site before the commencement of the work shall be removed from the site. All tracks left while accessing the project site shall be raked out.

10. Biological Considerations:

Some of the features at the project site have wildlife usage. Each feature will be thoroughly inspected at the installation site before installation begins. If wildlife is observed, the contractor shall exit the feature and contact the appropriate BLM or Department staff person listed in the contract. No work will proceed until authorized by the BLM or Department staff.

Features that have a gate prescribed shall have an internal inspection performed prior to the installation by the BLM or other qualified individuals (e.g. a bat biologist) to ensure that bats are not hibernating at the gate location and that desert tortoise are not residing inside the mine at the time of installation.

For features that have a PUF or backfill closure prescribed, the BLM's biologists will take precautions to exclude any wildlife that may be present. The process, which takes several days, allows any wildlife to leave the mine (but not return) at dusk prior to the installation of the closure. For shafts and adits that did not require an exclusion, the BLM or other qualified individuals will enter the mine or look into it with a spot light immediately prior to hard closure to ensure no wildlife are within.

All of the sites are within desert tortoise habitat, some within critical habitat. All efforts shall be made to minimize impacts to desert tortoise including:

- A Wildlife Biologist will clear the site for burrows, etc. before the onset of mine closing and should remain onsite if during tortoise active season (March through June).
- All employees of the project proponent who work on-site shall participate in a tortoise education program prior to initiation of field activities. The project proponent is responsible for ensuring that the education program is developed and presented prior to conducting activities. The employee education program must be received, reviewed, and approved by the BLM Resource Area Office at least 15 days prior to the presentation of the program. The program may consist of a class presented by a qualified biologist (BLM or contracted) or a video. Wallet-sized cards or a one-page handout with important information for workers to carry are recommended. The program shall cover the following topics at a minimum:
 - distribution of the desert tortoise,
 - general behavior and ecology of the tortoise,
 - sensitivity to human activities,
 - legal protection,
 - penalties for violations of State or Federal laws,

- reporting requirements, and
- project protective mitigation measures.

- Minimize the area of disturbance to the smallest practical area.
- Check under vehicles before leaving the site each day. If a tortoise is present, the vehicle shall be carefully moved only when necessary and when the tortoise would not be injured by moving the vehicle or shall wait for the tortoise to move from under the vehicle.
- Except on county-maintained roads, vehicle speeds shall not exceed 20 miles per hour through desert tortoise habitat.
- No dogs are allowed on the job site.
- All trash and food items shall be promptly contained within raven proof containers and regularly removed from the job site to reduce the attractiveness of the area to ravens and other tortoise predators.
- Have a spotter monitor for desert tortoise during backfilling operations.
- If a desert tortoise is found on site, notify the BLM or the Department staff person listed in the contract. No work will proceed until authorized by the BLM or Department staff. Only biologist authorized by the U.S. Fish and Wildlife, California Fish and Game and the BLM shall handle desert tortoise.
- Ground disturbance will be kept to a minimum and vehicles including heavy equipment will remain within the previously disturbed areas whenever possible. If work continues into early April, nesting birds must be considered as vegetation is disturbed.

11. Archeological Considerations:

A BLM cultural staff person or a privately retained qualified professional archeologist or heritage consulting firm, who are permitted by BLM, may be present onsite during the construction of the closures. All features included in this IFB have been evaluated for cultural significance. Restrictions to construction for individual features are included in the task descriptions. If unforeseen impacts to cultural resources are encountered, the contractor shall stop work and contact the appropriate BLM or Department staff person listed in the contract. No work will proceed until authorized by the BLM or Department staff.

12. Worker Site Hazards Mitigation:

Mine sites are inherently dangerous. Many mines were dug over 100 years ago and have not benefited from modern safety precautions. Recognition of the following safety hazards and the appropriate worker safety hazard mitigations are critical to a safe job site and are the responsibility of the contractor.

PPE – All workers shall wear proper protective equipment at mine sites. Examples include, but not limited to.

- A hard hat, high visibility vest, and eye protection when working around heavy equipment.
- Gloves, eye protection, and skin protection (e.g. Tyvek® suits) when working with polyurethane foam (PUF) (double check MSDS).
- Welding mask (or welding glasses/goggles for observers), skin protection, and gloves when welding bat gates or cupolas.
- Gloves, eye protection and steel-toed boots when working with heavy materials like pieces of steel or culverts.

Fall Prevention – When working around shafts, highwalls, or open stopes, workers must be aware of their proximity to fall hazards at all times.

Fall Protection – When work is being conducted around shafts or adits with winzes (internal vertical shafts) workers shall wear personal protective fall equipment including: a harness system and necessary attachments that meet OSHA fall protection requirements, safety gloves, and safety glasses or goggles.

Air Quality – Deadly gases and oxygen deficient atmospheres can be present in abandoned mines. Pockets of methane, carbon dioxide, carbon monoxide and other deadly gases or asphyxiates can form or simply displace oxygen with no visible sign or detectable smell. A properly calibrated multi-gas meter shall be onsite during any underground construction. This meter will typically test for combustible gasses, oxygen content, carbon monoxide and H₂S. The gas meter shall be supplied by the Contractor and shall be used in the appropriate manner for the site conditions as required by MSHA regulations. Details about the present air quality levels found at the project sites are unknown unless stated otherwise.

An appropriate ventilation system may need to be temporarily installed in mine adits and/or shafts to achieve the required air flow and air quality levels. Adequate air flow is necessary to circulate fresh outside air with the mine air to reduce worker exposure to gases present during construction of PUF closures, bat gates, culvert gates or any other construction type work that takes place inside a mine. Adequate ventilation is particularly important while welding due to the smoke and fumes generated that can accumulate in the mine resulting in uninhabitable or unsafe atmospheres. Ventilation should not be used in a way that stirs up dust. It may be necessary to dampen the work area to keep dust controlled and prevent airborne release of any mold spores or viral agents such as hanta virus. The Department assumes the contractors are well versed in the hazards present in rock dust, mine atmospheres and soils within the mines and the surrounding areas.

Unstable rock surfaces – The portals of adits and collars of shaft are often unstable. Loose rock or other material shall be cleared prior to starting construction on site.

13. Design guidelines:

The following design descriptions are general guidelines for various types of closures. All mining features are unique and may require some deviation from the guidelines outlined below based on site conditions and design preferences, as dictated and approved by Department staff. These variations shall be addressed in the individual task descriptions. Included below in this Agreement are examples for bat gates, cupolas, culvert gates and air grates. All examples are provided for reference only.

Air Grate:

- Structural steel perimeter shall sit on a concrete foundation 6 inches wide and 12 inches below grade (may be pinned to bedrock if present).
- No significant gaps or loose material shall be present under edge of perimeter frame.
- Crossbars shall be appropriate structural steel for the span, and expanded metal shall be welded over the top of the entire structure.

Backfill:

- Native material (soil, rock or waste rock) should be used as the backfill medium unless otherwise stated.
- If required, mound fill four (4) to six (6) feet above the collar of mine shafts (unless otherwise noted in the task descriptions). The mound should be contoured in such a way as to blend into the surrounding landscape.
- Implement other measures to ensure that subsidence and compaction are addressed to avoid a future depression at the mine shaft, such as wetting of soils and/or application of individual lifts of soil.
- When travelling off designated routes, every effort shall be taken to minimize impacts to vegetation. All tracks shall be brushed out and areas compacted by heavy equipment shall be loosened (or lightly ripped) to allow for revegetation.
- Chicken wire exclusions shall be removed and set aside intact (when possible) for BLM retrieval

Bat Gate:

- Bat gates are typically installed roughly 5-15' inside an adit at a location with competent rock for anchoring.
- The uprights shall be 4" by 4" square steel tubing, 3/8" thick.

- The base of the uprights shall be attached to a sill made from 6" angle, channel, or other structural steel. Unless otherwise specified, this sill must sit directly on bedrock that forms the floor.
- The horizontal bars shall be 4" by 4" angle iron, 3/8" thick.
- Stiffeners shall be installed on horizontal bar spans greater than 4'. The stiffeners shall be constructed by welding two 1 1/2" angle iron to the interior angle of the horizontal bar.
- The bars shall be installed on the interior side of the uprights using 6" by 6" angle iron brackets unless specified differently.
- The space between the bars shall be 5 3/4" from the bottom of one bar to the top of the bar below.
- The bat guards shall be 4" plate, 1/4" thick and shall be installed across the front of the angle iron brackets.
- The pins shall be #8 rebar and installed, at a minimum, at the top and bottom of each upright and at two locations (roughly 1/3 and 2/3 the height if feasible) on each side for the horizontal bars and installed into competent bedrock.
- All bat gates shall have a removable bar and tortoise access unless otherwise specified. Ridgecrest BLM will provide the McGard pattern bolts to lock the removable bars.
- No legible writing shall remain on this structure at the completion of installation.

Culvert Gate:

- Culverts shall be made of 16-gauge corrugated galvanized metal pipe (CMP) or steel reinforced polyethylene pipe (SRPE), unless otherwise stated.
- Culverts shall be a minimum of 6' long. They shall be installed into the adit far enough to have competent rock above and shall protrude from the adit far enough that the opening will not be covered by debris from portal creep.
- Any remaining voids around the outside of the culvert shall be sealed with PUF, which shall be covered with at least two feet of native fill.
- The gate shall be installed far enough inside the culvert so that the section of culvert attached to the gate is covered by PUF or fill.
- The space between the bars shall be 5 3/4" from the bottom of one bar to the top of the bar below.
- The largest culvert that can fit into a given mine opening shall be used. Loose debris at the portal shall be removed to ensure the largest culvert possible is used.
- For culverts larger than 36" diameter:
 - A rolled ring of 1/4" x 6" flat bar, mild steel, shall be inserted into the culvert and then shall be securely bolted to the culvert using 3/4"-16 x 2" hex bolts and washers. The bolts, nuts, and washers shall be welded to each other and the washers welded to the culvert.
 - The bat gate bars shall be 4" x 4" x 3/8" angle iron and shall be welded to the rolled ring.
- For culverts 36" or small in diameter:
 - No rolled ring shall be installed.
- Bat gate bars shall be 1" diameter solid manganese bars installed through holes cut in the walls of the culvert and locked into place using small plates or a stack of washers welded to the ends of the bars that extend outside of the culvert. The holes cut in the culvert wall shall be no larger than is necessary for the bars to slide through.
- Culvert gates shall not have removable bars unless otherwise specified.
- No legible writing shall remain on this structure at the completion of installation.

Cupola:

- Cupolas are installed at the surface surrounding a shaft or vertical opening.
- The horizontal bars shall be 4" by 4" angle iron, 3/8" thick.
- Stiffeners shall be installed on horizontal bar spans greater than 4'. The stiffeners shall be constructed by welding two 1 1/2" angle iron to the interior angle of the horizontal bar.
- The bars shall be installed on the exterior side of the uprights using 6" by 6" angle iron brackets unless specified differently.
- The space between the bars shall be 5 3/4" from the bottom of one bar to the top of the bar below.
- The bat guards shall be 4" plate, 1/4" thick and shall be installed across the front of the angle iron brackets.

- The uprights shall be 4" by 4" square steel tubing, 3/8" thick.
- The base of the uprights shall be welded to a sill made from 6" plate steel, 3/8" thick. This sill shall be attached to a concrete foundation using a minimum 8 pieces 1/2" rebar sunk into the concrete and welded through the sill.
- The concrete foundation must be a minimum of 6" wide and must be installed to a depth of no less than 12" below grade, unless bedrock is reached at a shallower depth.
- The roof shall be constructed of 3lb expanded steel mesh and be supported by structural steel sized appropriately for the span and to carry the largest foreseeable load.
- No legible writing shall remain on this structure at the completion of installation.
- All Cupolas shall have owl access unless otherwise stated.
- A protective mesh shall be installed along the bottom flyway if the project site has been determined to hazardous to tortoise.

PUF:

- PUF shall have the following minimum properties:
 - Density of 2.5 lb/cf
 - Closed Cell structure of 90%
 - 100% water blown (no CFC's or HFC's contained in the mix)
- Loose dirt, rock and debris shall be removed from the walls of the shaft to ensure proper adhesion of the PUF to the walls of the shaft.
- PUF shall be applied to a bottom form of known physical and chemical properties. Materials commonly used include plywood, plastic sheeting, dimension lumber, rebar, expanded metal, foam board and fence materials.
- PUF shall be poured in lifts of no more than 16" thick and allowed to reach the "tack-free" stage before another lift is poured on top.
- PUF being poured shall never be allowed to "cut into" or penetrate existing soft foam already in place.
- The finished plug in a shaft shall achieve a thickness across the entire opening described by the following equation:

$$0.7a (2+(0.5(b/a-1)))$$

Where: a is the shorter dimension
b is the longer dimension
 $b/a < 3$
inputs and outputs all in feet

- Once the finished PUF surface has solidified, the plug shall be covered with at least 24" of unclassified native soil fill.
- The finished plug in an adit shall equal the adit height as measured along the ceiling (adit back). A bulkhead shall be placed on the interior of the adit. The bulkhead may be constructed from known physical and chemical properties. Temporary forms may be constructed of any material capable of sustaining an initial lift of foam and are of known physical and chemical properties.

Fence:

- Fence perimeter shall be set back at a minimum of 6' from the collar of a stable shaft and 8' from an unstable shaft.
- Corners shall have 7' long heavy duty T-posts (1.25 lb/ft) installed 1 1/2' below grade. If shallow bedrock is present or the T-post cannot be driven to 1 1/2' and remain secure, then the corners shall be anchored in a concrete footing.
- Each corner shall have corner bracing in 2 directions in line with the fence. The corner bracing shall have 7' long heavy duty T-posts (1.25 lb/ft) installed 1 1/2' below grade in such a way as to provide proper bracing and anchored in a concrete footing if necessary. The corner bracing post shall be bolted to the corner post using the appropriately sized rail end cap and brace band.
- Line posts be installed a maximum of 8 feet apart and shall have 7' long heavy duty T-posts (1.25 lb/ft) installed 1 1/2' below grade. If necessary the line posts shall be anchored in a concrete footing.

- Fence wire shall be composed of double strand, 12.5 gauge barbless wire. Spacing of the strands shall be approximately 12" apart with the lowest strand approximately 9" above the ground surface unless otherwise specified.
- Tortoise fencing comprised of 1" by 1" by 24" wire mesh shall be installed along the entire perimeter of the fence. The fence shall be buried approximately 12" below grade with the remaining 12" secured to the corner, corner bracing and barbless wire. If shallow bedrock is present and the tortoise fencing cannot be buried to the specified length, then 12" of the fencing shall be bent to lie flat on the surface and a layer of large rocks shall be placed along the entire length.

SAMPLE

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. The Contractor shall be paid monthly in arrears, upon submission of an original and two copies of the invoice, which properly details all charges, expenses, direct and indirect costs. Invoices shall be submitted to:

California Department of Conservation
Office of Mine Reclamation
801 K Street, MS 09-06
Sacramento, California 95814
ATTN: Debbie DuVall

- C. The original and one (1) approved copy of the invoice will be forwarded to the Department of Conservation's Accounting section by the Contract Manager. The total cost for services rendered shall not exceed those as set forth in the work authorization or other contract documents. Each invoice shall reference the dates services were provided. All deliverables required by the work authorizations shall be submitted with the invoice or delivered digitally before the invoice is processed. **Invoices submitted for payment that do not comply with these specifications will be returned for correction.**
- D. The invoice shall contain the following information:
1. The word "Invoice" should appear in a prominent location at the top of the page(s);
 2. Printed name of the Contractor;
 3. Business address of the Contractor including P.O. Box, City, State, and Zip Code;
 4. Name of the Division of the Department of Conservation being billed;
 5. The date of the invoice;
 6. The Agreement Number upon which the claim is based, and;
 7. An itemized account of the services for which the Department of Conservation is being billed.
- Include all the following:
- a. The time period covered by the invoice, i.e., the term "from" and "to";
 - b. A description of the services performed as specified in the Scope of Work;
 - c. The invoice must be itemized using the categories and format shown in the Project Worksheet (Exhibit C);
 - d. The total amount due. This should be in a prominent location in the lower right-hand portion of the last page and clearly distinguished from other figures or computations appearing on the invoice; the total amount due shall include all costs incurred by the Contractor under the terms of this agreement; and
 - e. The original signature of the Contractor.

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State may be unable to close abandoned mine openings and shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

C. This Agreement shall be contingent upon approval of the Budget Act of the current year.

3. **Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, [Government Code Chapter 4.5, commencing with Section 927](#).

4. **Cost for Services**

The maximum cost for the services performed under this Agreement shall be XXXXX dollars (XXXXX).

5. **Progress Payments**

Progress payments are not permitted for projects completed under this contract. Payments will be made for completed projects only, unless expressly allowed by the Department in writing. For purposes of this provision, "project" shall mean all work related to the design, fabrication, and installation of a bat gate, grate or cupola gate at a particular abandoned mine feature or all work related to the foam closure of a particular abandoned mine feature.

6. **Contract Duration**

Services under this contract shall be for the allotted time only. The Department reserves the option to amend the contract to extend the term up to one (1) year and/or increase the amount of the contract. Unless the Department exercises the option to extend the contract period and/or the contract amount in writing prior to the expiration date of the contract, the contract will terminate after two (2) years. It is the responsibility of the bidders to identify any cost differences related to work performed under a possible one-year contract extension.

7. **Budget**

The Department has allocated \$XXXXX for services to be performed under this contract. The Department may request the Contractor to perform services by preparing work authorizations that identify the abandoned mine feature, the timeline, and the scope of work for each project. The Department will use amounts included in the Task sheets of the Contractor's bid documents (Cost Sheet, Attachment 8) as a basis for preparing budgets for individual gating or foam closure projects.

EXHIBIT C

PROJECT WORKSHEET

Cost Breakdowns: The cost breakdown for each feature at the project site shall be detailed in any submitted invoice and shall include documentation on:

- **Labor Costs** – Labor costs should be based on prevailing wages for general labor, heavy equipment operator and structural or decorative iron worker labor categories. Labor categories can be found at www.wdol.gov. This cost includes labor to design the closures, prefabrication of parts for the closure, travel time to and from the site, installation of the closure at the site. Due to ARRA reporting requirements, please list the labor category including code number, number of workers per category, per hour rate, and number of hours per labor category. For work to be performed in Kern County, use the CA20100031 wage determination. For work performed in San Bernardino County, use the CA20100037 wage determination.
- **Materials Costs** – Materials costs include materials used in the construction of the closure such as steel, concrete, and polyurethane foam (PUF) as directed by Department of Conservation staff. All material purchased for this project shall comply with the Buy American Act section 52.225-1 www.acquisition.gov.
- **Equipment Costs** – Equipment costs include the cost of operation of equipment used during the installation of the closure (e.g. welders, generators, blowers, air compressors, drills) and the cost of consumables expended (e.g. welding wire, gasoline, personal protective equipment, etc.).
- **Overhead** – Overhead costs are any costs except labor, materials, equipment, transportation, and/or other direct costs.
- **Other Direct Costs** – Other direct costs include any special costs required to complete this project, such as heavy equipment or helicopter rentals. If there are additional costs please specify below.

Travel Costs -- Travel costs include mileage (to, from, and between the sites) and lodging for personnel. Mileage and lodging rates shall be based on the current state rates as specified by the Department of Personnel Administration for excluded employees. Rates can be found at www.dpa.ca.gov. Location of origin and destination and miles traveled per trip shall be itemized. Every effort shall be made to consolidate and minimize the number of trips necessary to complete the job.

Task #1: xxxxxxxx

(Task Description)

Labor Costs -

Labor Category	Qty	\$/Hr	# of Hr	Cost

Materials Costs -

\$ _____
 Material

Material	Qty	Cost

Equipment Costs -

Equipment	Qty	\$/Hr	# of Hr	Cost

Other Costs* -

\$ _____

Overhead - Rate

\$ _____

Total Cost for Task #1:

\$ _____

*Other Cost Details:

 Signature

 Date

EXHIBIT D

INSURANCE REQUIREMENTS

1. Coverage Term – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must still comply to the original terms of the contract.
2. Policy Cancellation or Termination & Notice of Non-Renewal – The Contractor shall provide the State at least 30 days advance written notice of cancellation or non-renewal of any required insurance policy. In the Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
3. Deductible – Contractor is responsible for any deductible or self-insured retention contained within their insurance policies.
4. Primary Clause – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.
5. Insurance Carrier Required Rating – All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the Contractor is self insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
6. Endorsements – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
7. Inadequate Insurance – Inadequate or lack of insurance does not negate the contractor's obligations under the contract.
8. Commercial General Liability – Contractor shall maintain general aggregate liability insurance with limits of not less than \$2,000,000 and single occurrence liability with limits of not less than \$1,000,000. The policy shall include coverage for liabilities arising out of premises operations, independent contractors, products & completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability. The policy must include:

State of California, its officers, agents, employees and servants are included as additional insureds, but only with respect to work performed under this contract.

This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

In the case of Contractor's utilization of subcontractors to complete the contracted scope of work, contractor shall include all subcontractors as insured's under Contractor's insurance or supply evidence of insurance to The State equal to policies, coverages and limits required of Contractor.

9. Automobile Liability – Contractor shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. The same additional insured designation and endorsement required for general liability is to be provided for this coverage.
10. Worker's Compensation and Employer's Liability - Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the contract, including special coverage extensions where applicable. Employer's liability limits of \$1,000,000 shall be required. When work is performed on State owned or controlled property, the worker's compensation policy shall contain a waiver of subrogation in the favor of the State. The waiver of subrogation endorsement shall be provided.

EXHIBIT E

GENERAL TERMS AND CONDITIONS

The General Terms and Conditions (GTC 610) can be found at www.dgs.ca.gov under “Standard Contract Language”.

SAMPLE

EXHIBIT F

SPECIAL TERMS AND CONDITIONS

1. **Excise Tax**

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

2. **Settlement of Disputes**

In the event of a dispute, Contractor shall file a "Notice of Dispute" with the Director of the Department within ten (10) days of discovery of the problem. Within ten (10) days, the Director or his designee shall meet with the Contractor and Project Manager for purposes of resolving the dispute. The decision of the Director or his designee shall be final.

In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal.

3. **Evaluation of Contractor**

Performance of the Contractor under this Agreement will be evaluated. The evaluation shall be prepared on Contract/Contractor Evaluation Sheet (STD 4), and maintained in the Agreement file. For consultant agreements, a copy of the evaluation will be sent to the Department of General Services, Office of Legal Services, if it is negative and over \$5,000.

4. **Agency Liability**

The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

5. **Potential Subcontractors**

The Contractor shall be entitled to make use of its own staff and such subcontractors as are mutually acceptable to the Contractor and the Department. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

EXHIBIT G

ADDITIONAL TERMS AND CONDITIONS

1. **American Recovery And Reinvestment Act (ARRA)**

52.203-15 Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009.

WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009
(MAR 2009)

(a) The Contractor shall post notice of employees rights and remedies for whistleblower protections provided under section 1553 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5).

(b) The Contractor shall include the substance of this clause including this paragraph (b) in all subcontracts.

52.204-11 American Recovery and Reinvestment Act—Reporting Requirements.

AMERICAN RECOVERY AND REINVESTMENT ACT—REPORTING REQUIREMENTS (MAR 2009)

(a) *Definitions.*

“Contract”, as defined in FAR [2.101](#), means a mutually binding legal relationship obligating the seller to furnish the supplies or services (including construction) and the buyer to pay for them. It includes all types of commitments that obligate the Government to an expenditure of appropriated funds and that, except as otherwise authorized, are in writing. In addition to bilateral instruments, contracts include (but are not limited to) awards and notices of awards; job orders or task letters issued under basic ordering agreements; letter contracts; orders, such as purchase orders, under which the contract becomes effective by written acceptance or performance; and bilateral contract modifications. Contracts do not include grants and cooperative agreements covered by [31 U.S.C. 6301](#), *et seq.* For discussion of various types of contracts, see FAR [Part 16](#).

“First-tier subcontract” means a subcontract awarded directly by a Federal Government prime contractor whose contract is funded by the Recovery Act.

“Jobs created” means an estimate of those new positions created and filled, or previously existing unfilled positions that are filled, as a result of funding by the American Recovery and Reinvestment Act of 2009 (Recovery Act). This definition covers only prime contractor positions established in the United States and outlying areas (see definition in FAR [2.101](#)). The number shall be expressed as “full-time equivalent” (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule, as defined by the contractor. For instance, two full-time employees and one part-time employee working half days would be reported as 2.5 FTE in each calendar quarter.

“Jobs retained” means an estimate of those previously existing filled positions that are retained as a result of funding by the American Recovery and Reinvestment Act of 2009 (Recovery Act). This definition covers only prime contractor positions established in the United States and outlying areas (see definition in FAR [2.101](#)). The number shall be expressed as “full-time equivalent” (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule, as defined by the contractor. For instance, two full-time employees and one part-time employee working half days would be reported as 2.5 FTE in each calendar quarter.

“Total compensation” means the cash and noncash dollar value earned by the executive during the contractor’s past fiscal year of the following (for more information see 17 CFR 229.402(c)(2)):

(1) *Salary and bonus.*

(2) *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

(3) *Earnings for services under non-equity incentive plans.* Does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(4) *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.

(5) *Above-market earnings on deferred compensation which is not tax-qualified.*

(6) *Other compensation.* For example, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property if the value for the executive exceeds \$10,000.

(b) This contract requires the contractor to provide products and/or services that are funded under the American Recovery and Reinvestment Act of 2009 (Recovery Act). Section 1512(c) of the Recovery Act requires each contractor to report on its use of Recovery Act funds under this contract. These reports will be made available to the public.

(c) Reports from contractors for all work funded, in whole or in part, by the Recovery Act, and for which an invoice is submitted prior to June 30, 2009, are due no later than July 10, 2009. Thereafter, reports shall be submitted no later than the 10th day after the end of each calendar quarter.

(d) The Contractor shall report the following information, using the online reporting tool available at www.FederalReporting.gov.

(1) The Government contract and order number, as applicable.

(2) The amount of Recovery Act funds invoiced by the contractor for the reporting period. A cumulative amount from all the reports submitted for this action will be maintained by the government's on-line reporting tool.

(3) A list of all significant services performed or supplies delivered, including construction, for which the contractor invoiced in this calendar quarter.

(4) Program or project title, if any.

(5) A description of the overall purpose and expected outcomes or results of the contract, including significant deliverables and, if appropriate, associated units of measure.

(6) An assessment of the contractor's progress towards the completion of the overall purpose and expected outcomes or results of the contract (*i.e.*, not started, less than 50 percent completed, completed 50 percent or more, or fully completed). This covers the contract (or portion thereof) funded by the Recovery Act.

(7) A narrative description of the employment impact of work funded by the Recovery Act. This narrative should be cumulative for each calendar quarter and only address the impact on the contractor's workforce. At a minimum, the contractor shall provide—

(i) A brief description of the types of jobs created and jobs retained in the United States and outlying areas (see definition in FAR [2.101](#)). This description may rely on job titles, broader labor categories, or the contractor's existing practice for describing jobs as long as the terms used are widely understood and describe the general nature of the work; and

(ii) An estimate of the number of jobs created and jobs retained by the prime contractor, in the United States and outlying areas. A job cannot be reported as both created and retained.

(8) Names and total compensation of each of the five most highly compensated officers of the Contractor for the calendar year in which the contract is awarded if—

(i) In the Contractor's preceding fiscal year, the Contractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(ii) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 ([15 U.S.C. 78m\(a\), 78o\(d\)](#)) or section 6104 of the Internal Revenue Code of 1986.

(9) For subcontracts valued at less than \$25,000 or any subcontracts awarded to an individual, or subcontracts awarded to a subcontractor that in the previous tax year had gross income under \$300,000, the Contractor shall only report the aggregate number of such first tier subcontracts awarded in the quarter and their aggregate total dollar amount.

(10) For any first-tier subcontract funded in whole or in part under the Recovery Act, that is over \$25,000 and not subject to reporting under paragraph 9, the contractor shall require the subcontractor to provide the information described in (i), (ix), (x), and (xi) below to the contractor for the purposes of the quarterly report. The contractor shall advise the subcontractor that the information will be made

available to the public as required by section 1512 of the Recovery Act. The contractor shall provide detailed information on these first-tier subcontracts as follows:

- (i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.
- (ii) Name of the subcontractor.
- (iii) Amount of the subcontract award.
- (iv) Date of the subcontract award.
- (v) The applicable North American Industry Classification System (NAICS) code.
- (vi) Funding agency.
- (vii) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.
- (viii) Subcontract number (the contract number assigned by the prime contractor).
- (ix) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.
- (x) Subcontract primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.
- (xi) Names and total compensation of each of the subcontractor's five most highly compensated officers, for the calendar year in which the subcontract is awarded if—
 - (A) In the subcontractor's preceding fiscal year, the subcontractor received—
 - (1) 80 percent or more of its annual gross revenues in Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and
 - (2) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and
 - (B) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 ([15 U.S.C. 78m\(a\), 78o\(d\)](#)) or section 6104 of the Internal Revenue Code of 1986.

52.225-1 Buy American Act—Supplies.

BUY AMERICAN ACT—SUPPLIES (FEB 2009)

- (a) *Definitions.* As used in this clause—
- "Commercially available off-the-shelf (COTS) item"—
- (1) Means any item of supply (including construction material) that is—
 - (i) A commercial item (as defined in paragraph (1) of the definition at FAR [2.101](#));
 - (ii) Sold in substantial quantities in the commercial marketplace; and
 - (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
 - (2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 ([46 U.S.C. App. 1702](#)), such as agricultural products and petroleum products.
- "Component" means an article, material, or supply incorporated directly into an end product.
- "Cost of components" means—
- (3) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
 - (4) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.
- "Domestic end product" means—
- (1) An unmanufactured end product mined or produced in the United States;
 - (2) An end product manufactured in the United States, if—
 - (i) 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 those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic; or
 - (ii) The end product is a COTS item.

"End product" means those articles, materials, and supplies to be acquired under the contract for public use.

"Foreign end product" means an end product other than a domestic end product.

"United States" means the 50 States, the District of Columbia, and outlying areas.

(b) The Buy American Act ([41 U.S.C. 10a - 10d](#)) provides a preference for domestic end products for supplies acquired for use in the United States. In accordance with [41 U.S.C. 431](#), the component test of the Buy American Act is waived for an end product that is a COTS item (See FAR [12.505\(a\)\(1\)](#)).

(c) Offerors may obtain from the Contracting Officer a list of foreign articles that the Contracting Officer will treat as domestic for this contract.

(d) The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the solicitation entitled "Buy American Act Certificate."

52.215-2 Audit and Records—Negotiation.

AUDIT AND RECORDS—NEGOTIATION (MAR 2009)

(a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) *Examination of costs.* If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.

(c) *Cost or pricing data.* If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to—

- (1) The proposal for the contract, subcontract, or modification;
- (2) The discussions conducted on the proposal(s), including those related to negotiating;
- (3) Pricing of the contract, subcontract, or modification; or
- (4) Performance of the contract, subcontract or modification.

(d) *Comptroller General.*—

(1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder and to interview any current employee regarding such transactions.

(2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) *Reports.* If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating—

- (1) The effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports; and
- (2) The data reported.

(f) *Availability.* The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in [Subpart 4.7](#), Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition—

(1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and

(2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

(g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold, and—

(1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;

(2) For which cost or pricing data are required; or

(3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

2. **Davis-Bacon Wage Determination**

www.wdol.gov

