

DEPARTMENT OF CONSERVATION

OFFICE OF MINE RECLAMATION

801 K STREET • MS 09-06 • SACRAMENTO, CALIFORNIA 95814

PHONE 916 / 323-9198 • FAX 916 / 445-6066 • TDD 916 / 324-2555 • WEBSITE conservation.ca.gov

INVITATION FOR BIDS Notice to Prospective Bidders

October 14, 2010

You are invited to review and respond to this Invitation for Bids (IFB), entitled "OMR2010-003 Cline, Etidorpha, John Royal, Josephine, Red Hills, Shanghai Mine Closure Services." **The Department of Conservation intends to award one or more service contracts from this solicitation. Work to be contracted through this IFB is being funded through federal reimbursement American Recovery and Reinvestment Act (ARRA) funds.**

In submitting your bid, you must comply with the instructions found herein. In the opinion of the Department of Conservation, this IFB is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, the contact person for this IFB is:

Greg Marquis, Engineering Geologist
Abandoned Mine Lands Unit (AMLU)
Office of Mine Reclamation, Department of Conservation
801 K Street, MS 09-06
Sacramento, CA 95814
Gregory.Marquis@conservation.ca.gov or (916) 323-9227

Please note that no verbal information given will be binding upon the State unless such information is issued in writing as an official addendum. The State advises that prospective bidders periodically check for modifications to bid documents on official websites, including but not necessarily limited to, BidSync and/or the AMLU website:

http://www.conservation.ca.gov/omr/abandoned_mine_lands/Pages/Index.aspx

The State is not responsible for a prospective bidder's misunderstanding of the bid solicitation or nonresponsive bid due to failure to check the website(s) for written updates or amendments to bid documents, and/or other information regarding the bid solicitations. The information published and/or responded to on these websites is public information. Confidential questions, issues, or concerns should be directed to the contact person above.

A handwritten signature in blue ink that reads "Stephen L. Jenkins". The signature is written in a cursive style.

Stephen L. Jenkins
Manager, Abandoned Mine Lands Unit

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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 Cline, Etidorpha, John Royal, Josephine, Red Hills, and Shanghai Mines, located in Tuolumne County within jurisdiction of the Bureau of Land Management's Mother Lode Field Office (MLFO). **The Department intends to award one or more service contracts from this solicitation depending on timing of construction due to potential weather constraints and geographic location of the mine sites.**

The Cline Mine (Site A) is located approximately one (1) miles from the town of Big Oak Flat, CA. The work consists of the construction of nine (9) mine closures. The tasks include the construction of one (1) bat culvert gate, two (2) bat gates, and six (6) polyurethane foam (PUF) plugs. See Attachment #8 for individual task details.

The Etidorpha Mine (Site B) is located approximately one (1) mile from the town of Big Oak Flat, CA. The work consists of the construction of one (1) mine closure. The task includes the construction of two bat culvert gates in one adit portal. See Attachment #8 for individual task details.

The John Royal Mine (Site C) is located approximately two (2) miles north of the town of Columbia, CA. The work consists of the construction of four (4) mine closures. The tasks include the construction of one (1) modified bat gate, one (1) bat culvert gate, and two (2) PUF plugs. See Attachment #8 for individual task details.

The Josephine Mine (Site D) is located approximately six (6) miles south of the town of Jamestown, CA along Jacksonville Rd (Tuolumne County). The work consists of the construction of two (2) mine closures. The tasks include the construction of one (1) bat culvert gate and one (1) PUF plug. See Attachment #8 for individual task details.

The Red Hills Mine (Site E) is located approximately three (3) miles southwest of Chinese Camp, CA. The work consists of the construction of one (1) mine closure. The task includes the construction of one (1) PUF plug. See Attachment #8 for individual task details.

The Shanghai Mine (Site F) is located approximately three (3) miles northeast of Columbia, CA. The work consists of the construction of four (4) mine closures. The tasks include the construction of one (1) bat culvert gate and three (3) PUF plugs. See Attachment #8 for individual task details.

Any awarded contract will be subject to approval of an exemption to [Executive Order S-4-03](#) by the Department of Finance and the Secretary for the Resources Agency. This contract may be awarded before a State Budget is enacted. However, work will not commence until:

1. a State Budget is enacted,
2. all NEPA documents have been finalized,
3. after February 1, 2011 to avoid wildlife impacts,
4. a valid Work Authorization document has been received by the contractor from the Department.

B) Bidder Minimum Qualifications

Each bidder shall demonstrate 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. If workers will be hired after the contract is awarded, provide information that details the when and where (be specific) the training will occur once the worker have been hired. Certifications for new hires must be submitted before work can commence. **Failure to demonstrate compliance with minimum qualifications will deem this bid as non responsive.**

1. Documentation of current and active California Contractor License.
2. Documentation of general liability insurance with limits of not less than \$2 million.
3. Completion of a certified hazard recognition course pursuant to federal Mine Safety and Health Administration (MSHA) requirements. Bidder will submit a copy of a current, signed [MSHA Form 5000-23](#) with "Hazard Recognition" and "Prevention of Accidents" marked in Section 5 of the Form.
4. Current CPR and first aid certificates.
5. Relevant training, experience or expertise in the design, fabrication and installation of bat-compatible gates including cupolas, culvert gates, and/or closure of abandoned mine openings using PUF and backfill with native material.
6. At least three (3) references and descriptions of relevant work performed within the State of California.
7. Participate in pre-bid walkthrough.

C) Bidder Desirable Qualifications

Possession of the following qualifications is desirable, but not required; however, a bidder that has the following qualifications may be given greater weight in the selection process.

1. Two (2) years or more of demonstrated experience in the design, fabrication, and installation of bat-compatible gates and culvert gates similar to those proposed for this project.
2. Two (2) years or more of demonstrated experience in the closure of abandoned mine openings using PUF.
3. Successful past performance on contracts with government agencies and private industries in terms of cost control, quality of work, and compliance with performance schedules
4. Completion of at least one Bat Conservation International, Inc. course on bat gate design and installation.
5. Location of previous related work experience in the general geographic area as the projects and knowledge of the local area.

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	10/14/2010	4:00 p.m.
Pre Bid Walkthrough	11/16/2010 and 11/17/2010	10:00 a.m.
Final Date for Bid Submission	12/08/2010	2:00 p.m.
Bid Opening	12/08/2010	3:00 p.m.

Notice of Intent to Award	12/16/2010	12:00 p.m.
Proposed Award Date	12/21/2010	12:00 p.m.
Proposed Construction Start Date	02/01/2011	TBD

* All times except 10/14/10 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 November 16th and 17th, 2010. All prospective bidders shall meet at the Woods Creek Cafe located at 18256 State Highway 108, Jamestown, California, 95327. The project representatives and technical advisors will be leaving the Woods Creek Cafe at 10:00 a.m. sharp each morning and driving to the sites.

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, CA 95814

- b) All bids shall be submitted under **sealed** cover and sent to Department of Conservation by the dates and times shown in Section D, Bid Requirements and Information, Item 1) Time Schedule (page 4). The sealed cover 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 # OMR2010-003
Cline, Etdorpha, John Royal, Josephine, Red Hills, and
Shanghai Mines Closure Services
 Department of Conservation
 ATTN: Debbie Du Vall
Sealed Bid / DO NOT OPEN

Bids not submitted under sealed cover may be rejected. Two (2) copies of each bid shall be submitted. Both copies of the bid can be submitted in the one sealed cover.

- c) 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.
- d) All documents requiring a signature shall bear an original signature of a person authorized to bind the bidding firm.
- e) 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.
- f) 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.
- g) 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.

- h) An individual who is authorized to bind the bidder contractually shall sign the Bid/Bidder Certification Sheet (Attachment 2, page 8). The signature should indicate the title or position that the individual holds in the firm. An unsigned bid may be rejected.
- i) 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.
- j) 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.
- k) 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.
- l) The awarding agency reserves the right to reject all bids for reasonable cause.
- m) Before submitting a response to this solicitation, bidders should review, correct all errors and confirm compliance with the IFB requirements.

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) The Department will evaluate each bid to determine its responsiveness to the published requirements contained in this IFB.
- c) 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.
- d) 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, CA 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, CA 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.osp.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), which can be found on the Internet at www.ols.dgs.ca.gov. 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 <http://www.ols.dgs.ca.gov/Contract+Manual/default.htm>.

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 the items in 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 closure 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	Other Qualifying Information.
_____ Attachment 4	Payee Data Record (STD 204) (This form can be found on the Internet at http://www.documents.dgs.ca.gov/osp/pdf/std204.pdf . This document shall be signed and submitted with the bid.)
_____ Attachment 5	Contractor Certification Clauses (CCC 702) (The CCC can be found on the Internet at http://www.documents.dgs.ca.gov/ols/CCC-307.doc . 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 two (2) copies of bid(s), with original signatures, in a sealed envelope as described in Section D, Item 3).

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, CA 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: Other Qualifying Information

Submission of this attachment is mandatory (see Section B, Bidder Minimum Qualifications). Failure to complete and return this attachment with your bid will cause your bid to be rejected and deemed nonresponsive.

1. Provide a copy of your current and active California Contractor License.
2. Provide a copy of your Certificate of Training ([MSHA Form 5000-23](#) with "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.
3. Provide proof of general liability insurance with limits of not less than \$2 million.
4. Provide evidence of current CPR and first-aid certificates.
5. Participate in pre-bid walkthrough.
6. Provide description of or statement of qualifications listing 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.
7. Provide, if applicable, 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.

Attachment 4: Payee Data Record (STD 204)

This form can be found on the Internet at <http://www.documents.dgs.ca.gov/osp/pdf/std204.pdf>. This document shall be signed and submitted with the bid.

Attachment 5: Contractor Certification Clauses (CCC 702)

The CCC can be found on the Internet at <http://www.documents.dgs.ca.gov/ols/CCC-307.doc> 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 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.

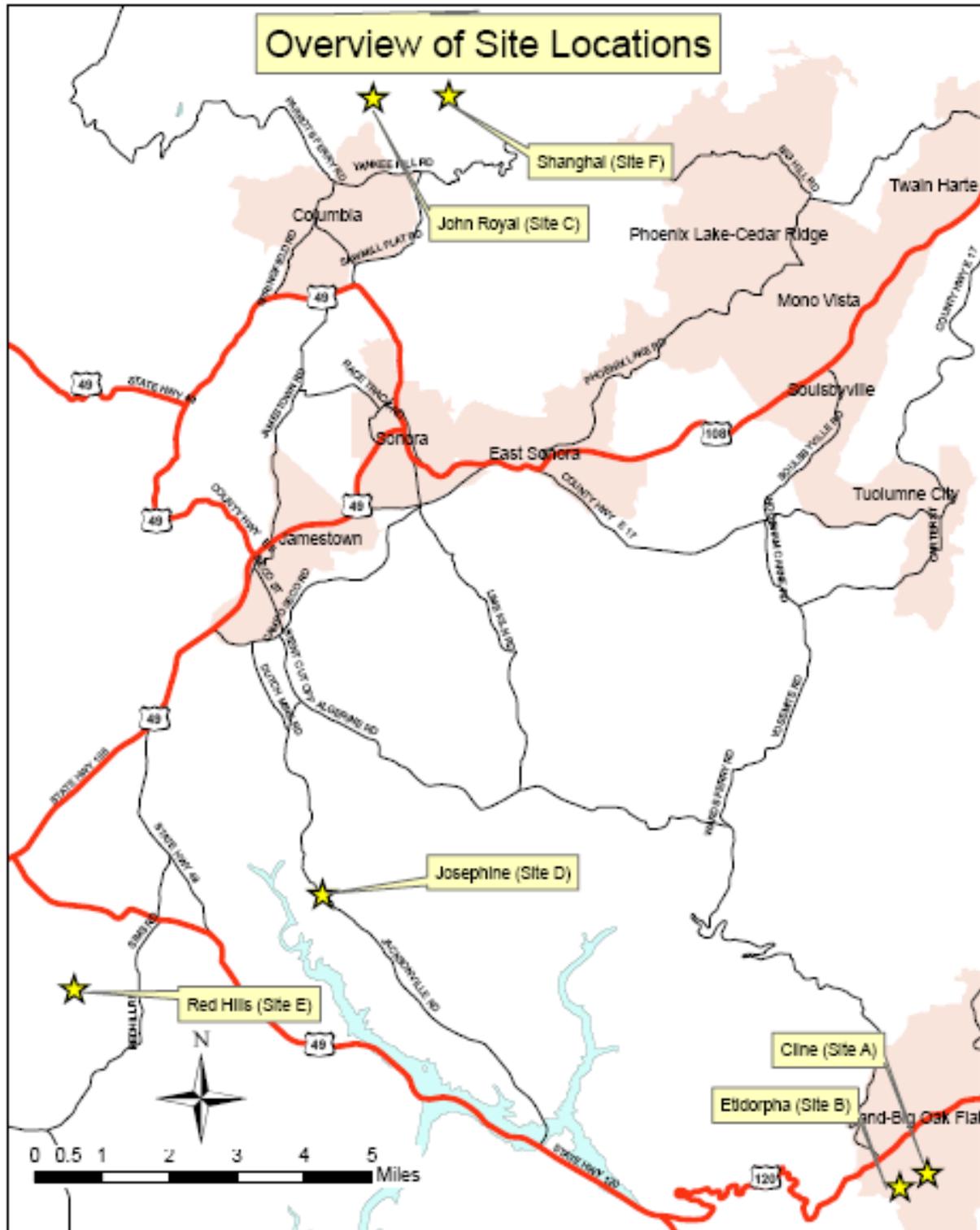
REFERENCE 1			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

REFERENCE 2			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

REFERENCE 3			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

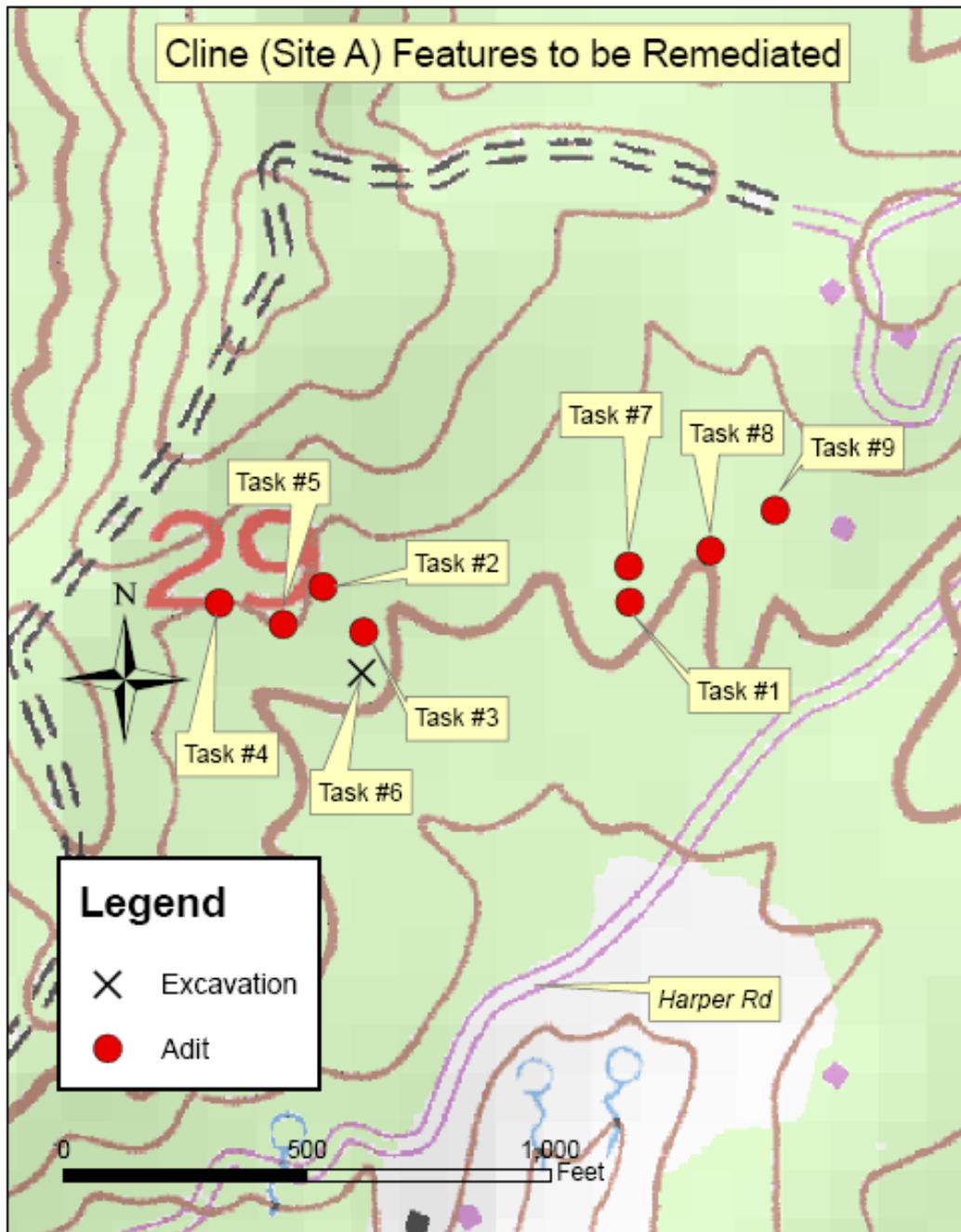
Attachment 7: Site Specifics and Closure Requirements

Overview of Site Locations:

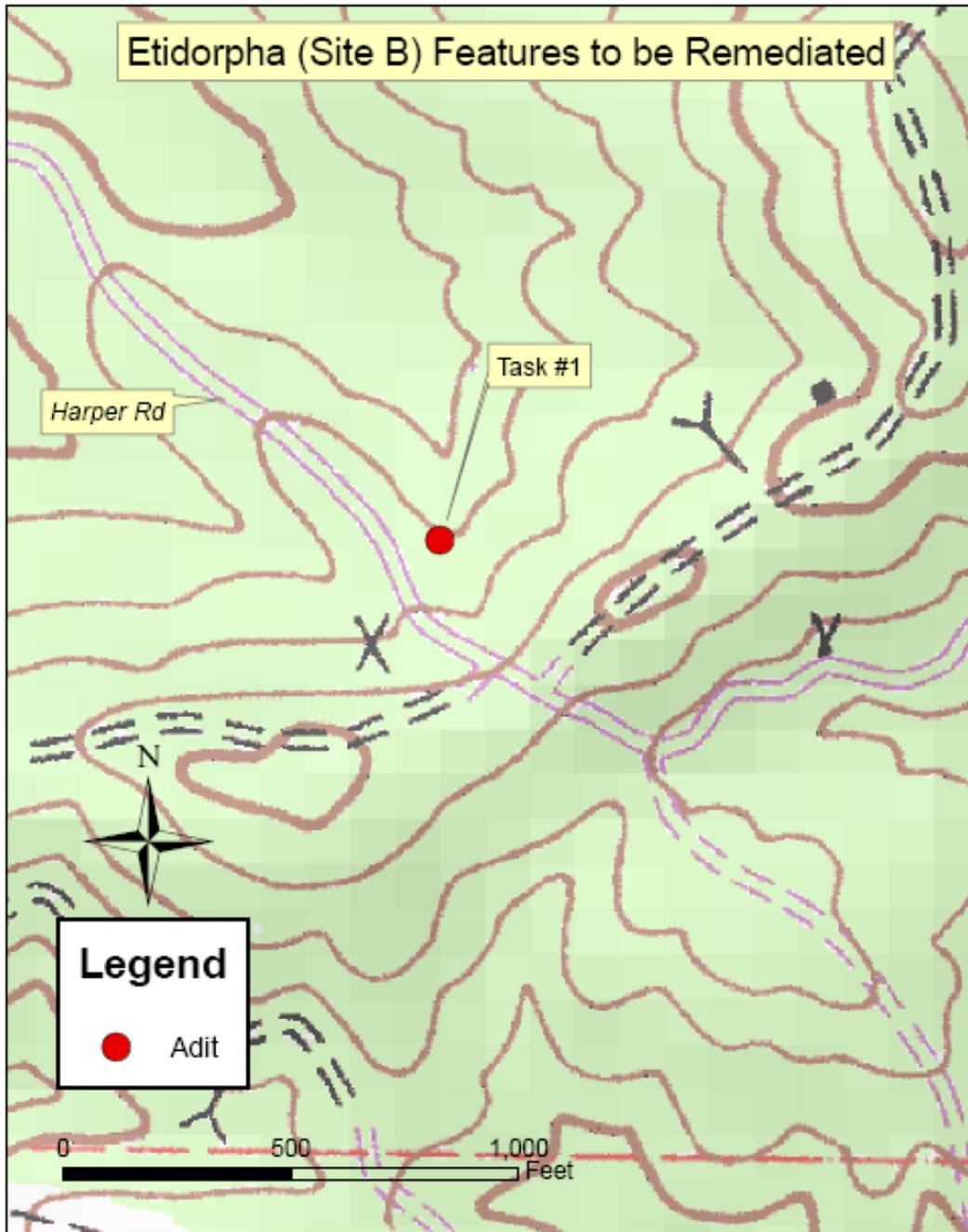


Access to Sites:

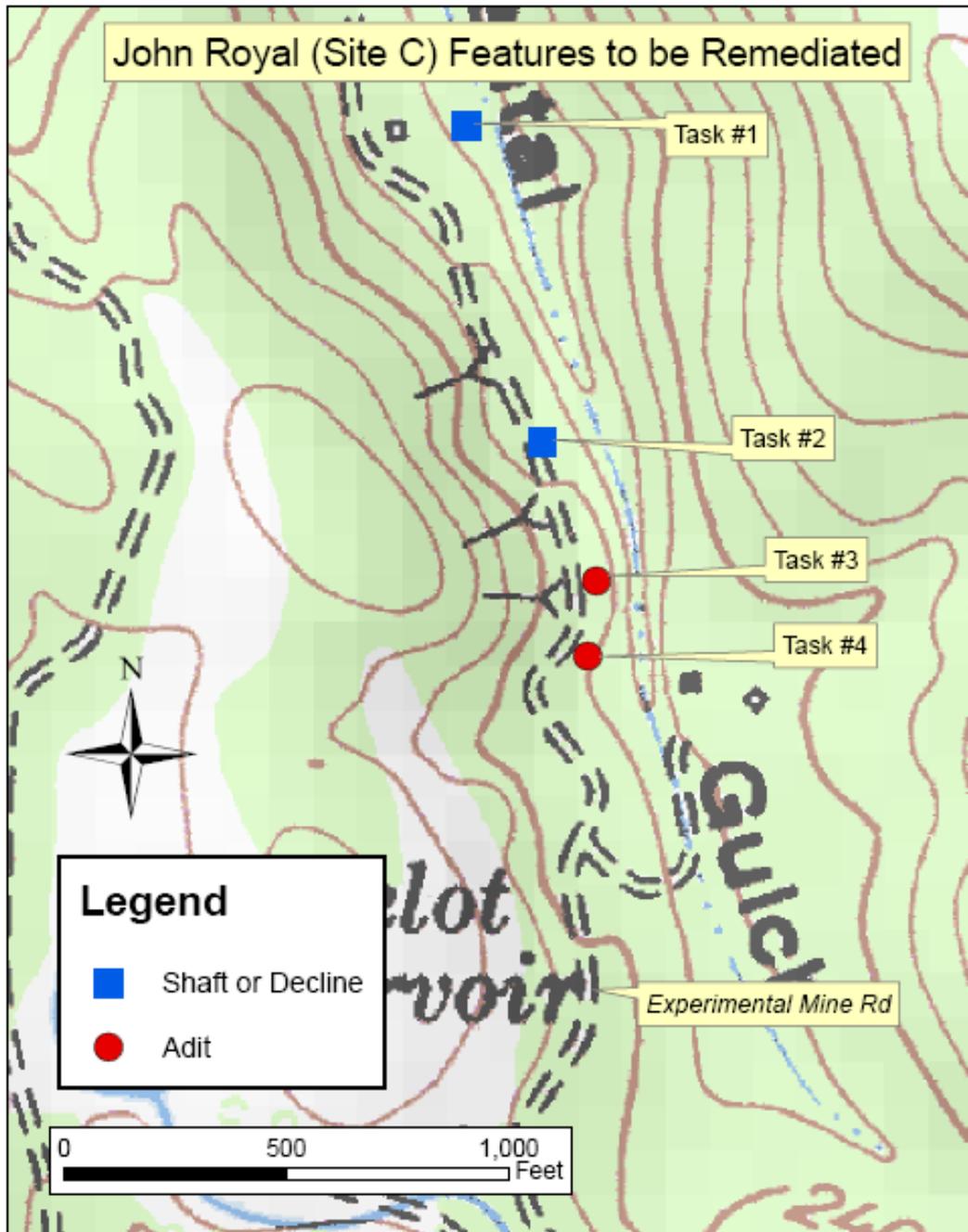
The Cline Mine (Site A) is accessed from Harper Rd approximately 1.4 miles from Highway 120 in Big Oak Flat. From Highway 120 heading east, turn right on Black Road for 0.1 miles. Continue onto Harper Rd. for approximately 1.3 miles then turn left onto an unnamed dirt road. Cline task #9 may be accessed from Half Dome Court. Access is unrestricted.



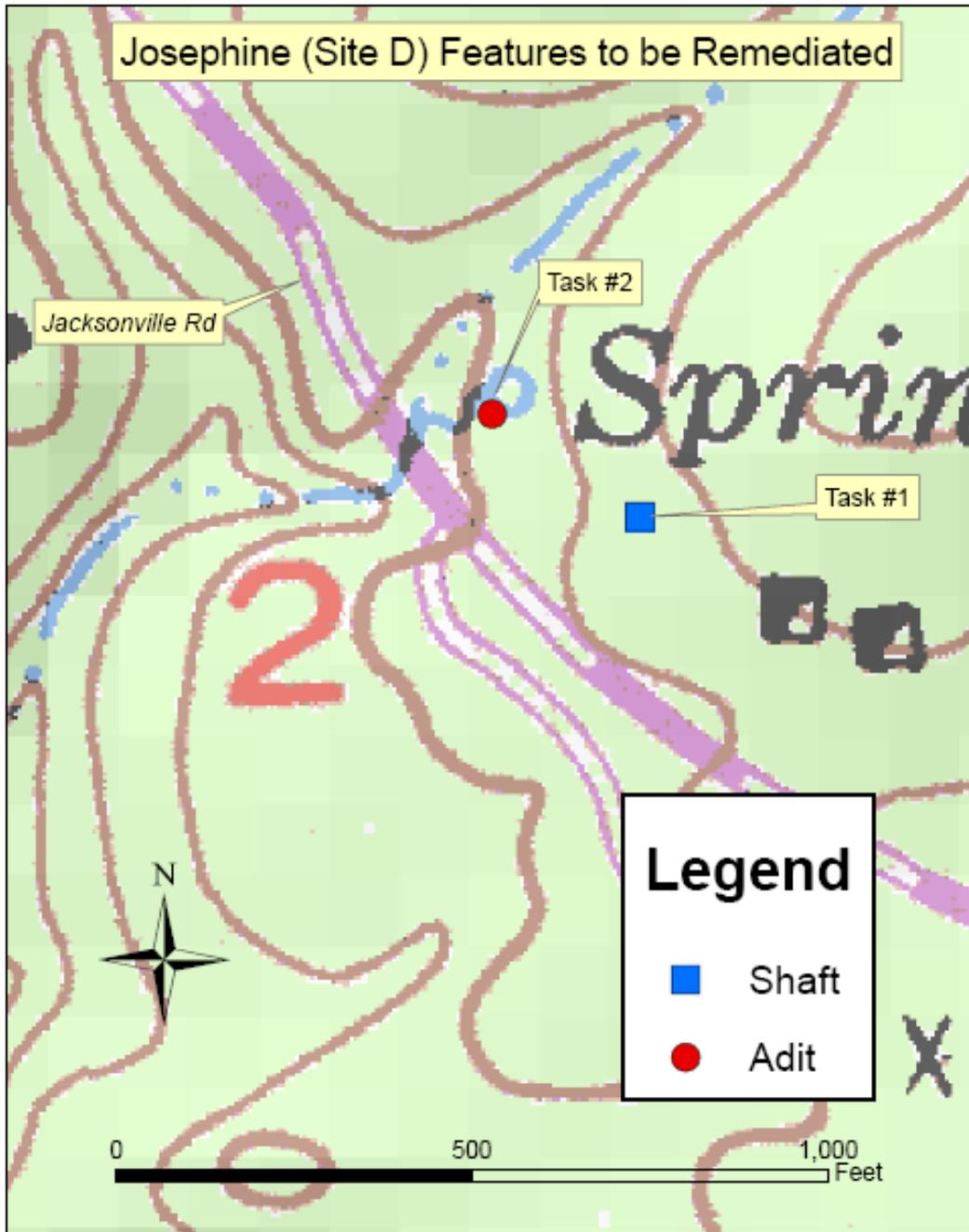
The Etdorpha Mine (Site B) is accessed from Harper Road approximately 0.8 miles from Highway 120 in Big Oak Flat. From Highway 120 heading east, turn right on Black Road for 0.1 miles. Continue onto Harper Road. for approximately 0.7 miles then turn left onto an unnamed dirt road. The adit is near the end of the dirt road. Access is unrestricted.



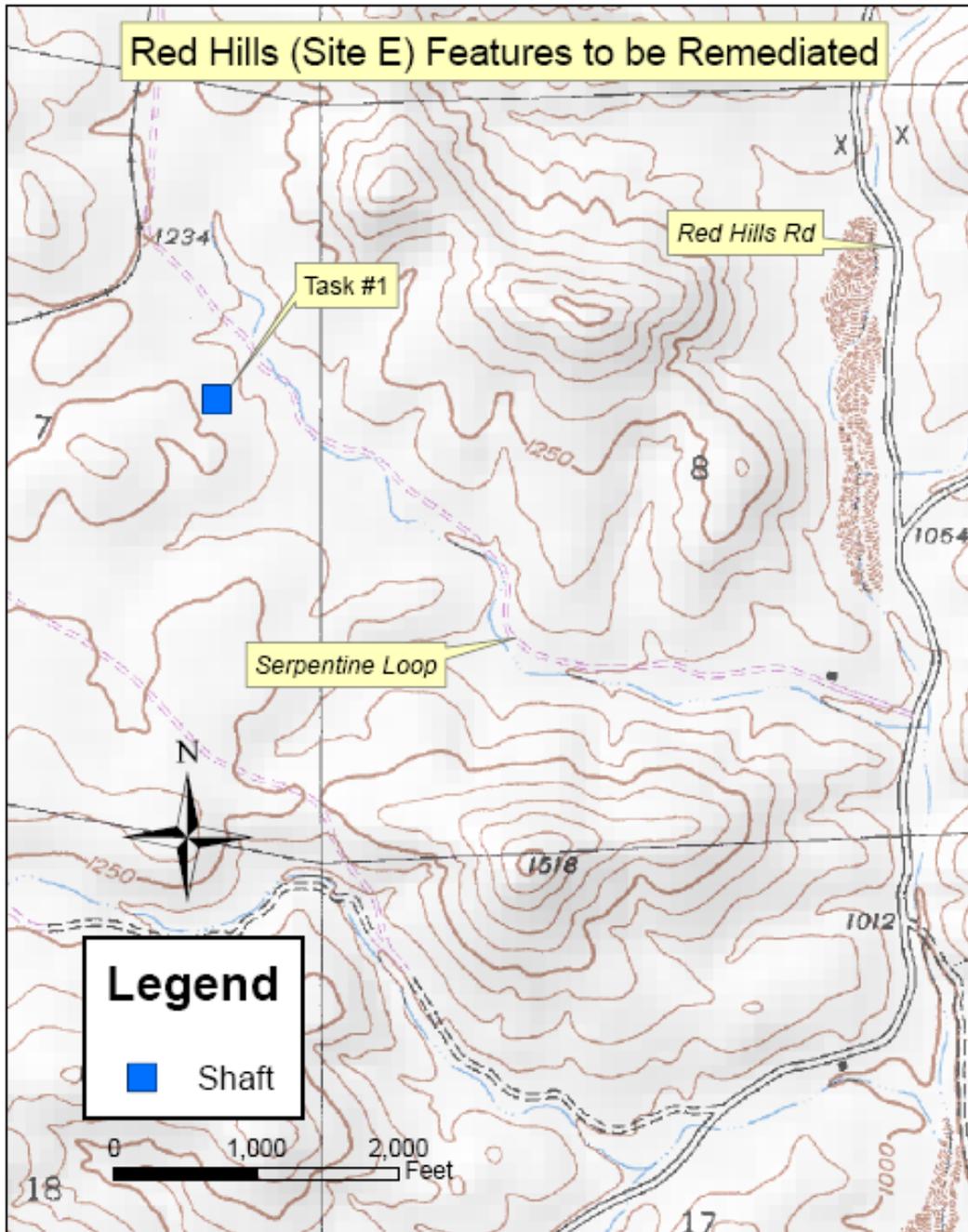
The John Royal Mine (Site C) is accessed from Experimental Mine Road (unpaved road), approximately 1.6 miles north of Yankee Hill Road in Columbia. From Yankee Hill Road, head north on Main Street which will become Italian Bar Road. Continue for 0.8 miles on Italian Bar Road. Turn sharply left at Experimental Mine Road and continue for approximately 0.4 miles. Two of the four features are visible from the road. Access is unrestricted.



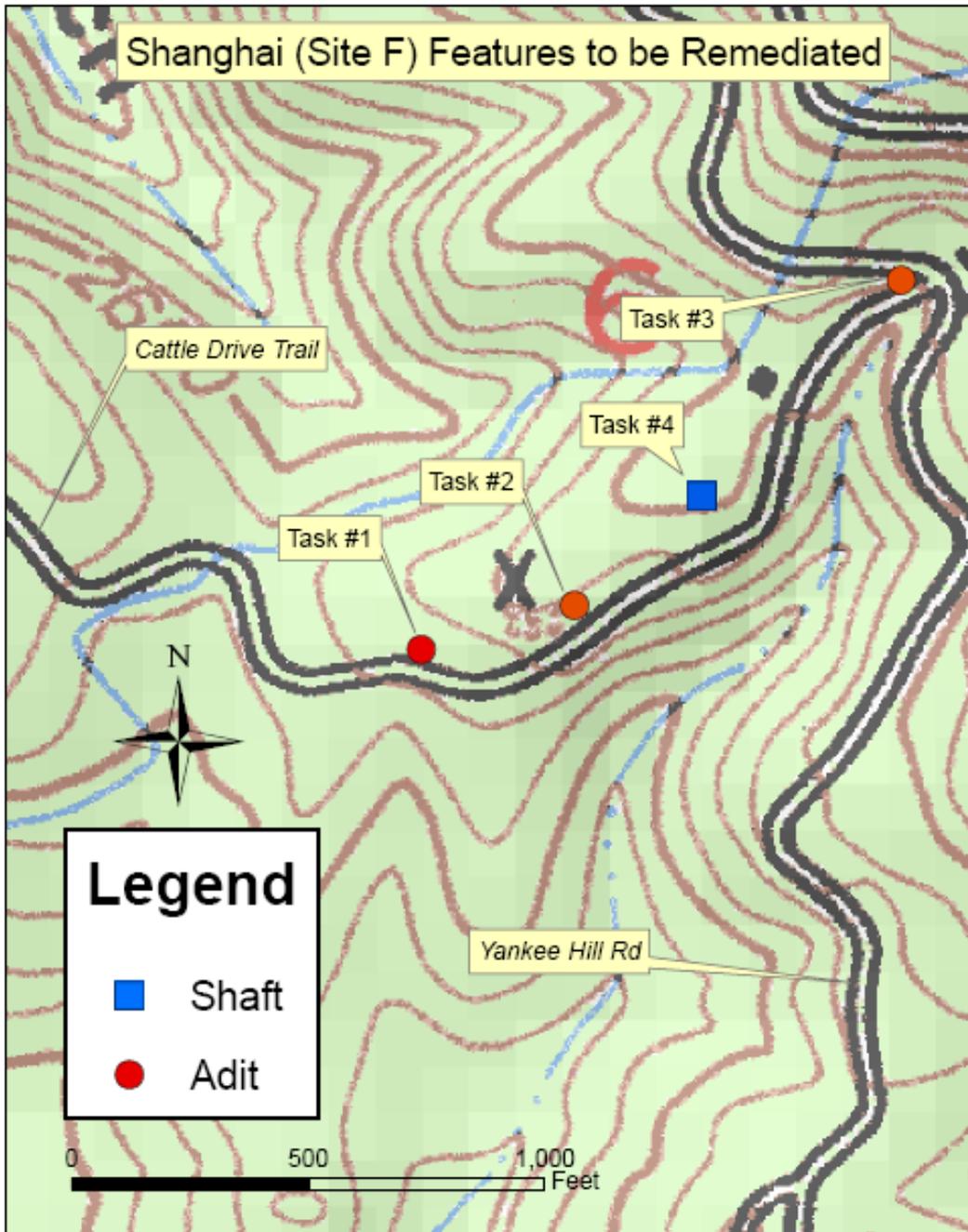
The Josephine Mine (Site D) is accessed from Jacksonville Road and is 3.4 miles south of the intersection of Jacksonville Road and Algerine Road. Both features are north of the road. Access to the site is through a locked gate.



The Red Hills Mine (Site E) is accessed from Serpentine Loop Road. From Highway 120 in Chinese Camp, turn onto Red Hills Road and drive south for 1.9 miles. Then turn right at Serpentine Loop Road North and drive for 1.1 miles. Access is unrestricted.



The Shanghai Mine (Site F) is accessed from Cattle Drive Trail (unpaved road). From the intersection of Parrots Ferry Road and Yankee Hill Road in Columbia, continue 3.0 miles east. Turn left at Cattle Drive Road. The easternmost adit is located within 100 feet of the intersection. Access is unrestricted.



Onsite Considerations: 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 tracks should be raked out as you leave the site for the final time. 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.

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

Due to bat habitat, all bat gates and culvert gates shall be constructed between February 1st and March 31st.

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 bats or birds to leave the mine (but not return) at dusk prior to the installation of the closure.

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:

- 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 PUF.
- 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 bat culverts.

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.

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

Ventilation – Deadly gases and lack of oxygen can be present in abandoned mines that are not properly ventilated. Pockets of methane, carbon dioxide, and other deadly gases can form or simply displace oxygen with no visible sign. When these gases enter the body, muscles stop responding normally, thinking becomes clouded, and unconsciousness and death can occur. A Cal-OSHA certified gas tester shall be onsite during construction in any structure underground. The gas tester will be supplied by the Contractor. The gas tester shall continuously monitor oxygen levels and have an audible warning. If the gas tester alerts for any reason, then all personnel shall withdraw from the working area in the mine until the oxygen content increases to safe levels.

A fan system or other fresh air circulation device shall be temporarily installed in mine adits and/or shafts to circulate fresh outside air with the mine air to reduce worker exposure to gas 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. Fans should not be used in a way that stirs up dust. It may be necessary to dampen the work area to keep dust controlled.

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 below in this document are American Cave Conservation Association schematics for bat gates (Section H), a United States Forest Service schematic for a modified bat gate (Section I), and a National Park Service schematic for bat culvert gates (Section J). All schematics are provided for reference only.

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" 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.
- Each horizontal bar shall have stiffeners installed on the interior angle of the 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 25% and 75% if feasible) on each side for the horizontal bars and installed into competent bedrock.
- When a removable bar is installed, it shall be bolted from below through the mounting bracket using McGard bolts supplied by the BLM.

Culvert Gate:

- Culverts shall be made of 16-gauge corrugated galvanized steel (unless corrugated HDPE is specifically requested).
- 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 PUF shall be confined to the space between the adit walls and the culvert and shall not be allowed to flow freely into the mine or obscure any portion of the culvert.
- 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 than 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. Additionally, for steel culverts, the washers shall be 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 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.

PUF:

- PUF shall have the following minimum properties:
 - Density of 2.5 lb/cf
 - Closed cell structure exceeding 90%
 - 100% water blown (no CFC's or HFC's contained in the mix)
- PUF being poured shall never be allowed to "cut into" or penetrate existing soft foam already in place.
- For shaft PUF closures:
 - 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.
 - 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.
 - The finished plug 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.
- For adit PUF closures:
 - Foam shall be poured to be at least 3' thick (depth into adit).
 - One layer of welded wire mesh, placed vertically across the adit, shall be incorporated into the plug (to prevent vandalism by digging)
 - The outward face of the PUF shall be covered with at least two feet of unclassified native soil or with stacked rock (mortared or otherwise affixed in place).
 - 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.
 - The PUF shall be confined to the installation site using appropriate forms and shall not be allowed to flow to other areas of the mine.

Attachment 8: Cost Breakdowns for Tasks

Cost Breakdowns: The cost breakdown for each feature at the project site shall be detailed in the bid documents 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 <http://www.gpo.gov/davisbacon/CA.html>. 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, number of workers per category, per hour rate, and number of hours per labor category.
- **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 https://www.acquisition.gov/far/html/52_223_226.html.
- **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 of 50¢ per mile and \$84 plus tax for lodging (estimated not to exceed \$94). 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: Cline #1, Culvert Gate

Cline #1 is a horizontal adit measuring approximately 4'[wide] x 5'[tall] at the portal. There is currently an old wooden gate at the portal of the adit. The portal is composed of highly weathered rock and is fairly unstable. The culvert shall be installed far enough into the adit to reach competent rock, thereby reducing the chance of a rock fall within the adit that could block the culvert.

Labor Costs -

Labor Category	Qty	\$/Hr	# of Hr	Cost

Materials Costs -

Material	Qty	Cost
HDPE culvert (list diameter and length):		
6" x 1/4" flat bar (for culverts larger than 36" diameter), ft		
4" x 4" x 3/8" angle iron or 1" diameter manganal bar, ft		
Other items (describe):		

Equipment Costs -

\$ _____

Other Costs* -

\$ _____

Overhead -

Rate: _____

\$ _____

Total Cost for Site A Task #1:

\$ _____

*Other Cost Details:

Signature

Date

Site A. Task #2: Cline #2, NW Bate Gate

Cline #2 is a horizontal adit measuring 4' x 5' at the portal. The adit shall be closed with a standard bat gate with a removable bar. The bat gate shall be installed 4'-5' inside of the portal.

Labor Costs -

Labor Category	Qty	\$/Hr	# of Hr	Cost

Materials Costs -

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 Site A Task #2:

\$ _____

*Other Cost Details:

Signature

Date

Site A Task #3: Cline #3, SE Bat Gate

Cline #3 is a horizontal adit measuring 3' x 3' at the portal that opens to 4' x 5' inside. The adit shall be closed with a standard bat gate with a removable bar. The bat gate shall be installed 4'-5' inside of the portal.

Labor Costs -

Labor Category	Qty	\$/Hr	# of Hr	Cost

Materials Costs -

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 Site A Task #3:

\$ _____

*Other Cost Details:

Signature

Date

Site A Task #4: Cline #4, PUF

Cline #4 is an adit that measures 3' x 2' x 15' deep. The adit declines near the portal and is unstable. The adit shall be closed with a PUF plug.

Labor Costs -

Labor Category	Qty	\$/Hr	# of Hr	Cost

Materials Costs -

Material	Qty	Cost
PUF, cubic yard		
Welded wire mesh, feet		
Other items (describe):		

Equipment Costs -

\$ _____

Other Costs* -

\$ _____

Overhead -

Rate: _____

\$ _____

Total Cost for Site A Task 4.

\$ _____

*Other Cost Details:

Signature

Date

Site A Task #5: Cline #5, PUF

Cline #5 is a decline (slopes approximately 43 degrees) that measures 5' x 4' x 15'+ deep. The portal is unstable, is collapsing and has a thin roof. **Do not stand above the feature near the portal.** The decline narrows inside. The decline shall be closed with a PUF plug (use PUF specifications for a shaft).

Labor Costs -

Labor Category	Qty	\$/Hr	# of Hr	Cost

Materials Costs -

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

Equipment Costs -

\$ _____

Other Costs* -

\$ _____

Overhead -

Rate: _____

\$ _____

Total Cost for Site A Task #5:

\$ _____

*Other Cost Details:

Signature

Date

Site A Task #6: Cline #6, PUF

Cline #6 is an excavation that measures approximately 1' x 1' x 5' deep. The excavation shall be closed with a PUF plug (filled completely with PUF).

Labor Costs -

Labor Category	Qty	\$/Hr	# of Hr	Cost

Materials Costs -

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

Equipment Costs - \$ _____

Other Costs* - \$ _____

Overhead - Rate: _____ \$ _____

Total Cost for Site A Task #6: \$ _____

*Other Cost Details:

Signature Date

Site A Task #7: Cline #7, PUF

Cline #7 is a shallow decline that measures approximately 5' x 2' x 10' deep. The decline shall be closed with a PUF plug (use PUF specifications for a shaft).

Labor Costs -

Labor Category	Qty	\$/Hr	# of Hr	Cost

Materials Costs -

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

Equipment Costs -

\$ _____

Other Costs* -

\$ _____

Overhead -

Rate: _____ \$ _____

Total Cost for Site A Task #7:

\$ _____

*Other Cost Details:

Signature Date

Site A Task #9: Cline #9, PUF

Cline #9 is a slightly declining adit that measures 3' x 2' at the portal. The adit may be larger inside. The adit shall be closed with a PUF plug.

Labor Costs -

Labor Category	Qty	\$/Hr	# of Hr	Cost

Materials Costs -

Material	Qty	Cost
PUF, cubic yard		
Welded wire mesh, feet		
Other items (describe):		

Equipment Costs - \$ _____

Other Costs* - \$ _____

Overhead - Rate: _____ \$ _____

Total Cost for Site A Task #9: \$ _____

*Other Cost Details:

Signature Date

Site A Travel Costs:

Origin of vehicles and equipment: _____

Total miles, all vehicles for this project: _____ X \$0.50 mileage rate = _____

Total worker nights for project: _____ X \$94 hotel rate = _____

Total: _____

Signature Date

Site C. Task #1: John Royal Shaft, PUF

The John Royal shaft measures approximately 3' x 2' at the collar. The shaft may open to slightly larger dimensions inside. The shaft shall be closed with a PUF plug.

Labor Costs -

Labor Category	Qty	\$/Hr	# of Hr	Cost

Materials Costs -

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

Equipment Costs -

\$ _____

Other Costs* -

\$ _____

Overhead -

Rate: _____

\$ _____

Total Cost for Site C Task #1:

\$ _____

*Other Cost Details:

Signature

Date

Site C. Task #2: John Royal Decline, PUF

The John Royal decline measures approximately 2' x 2' x 12' deep. The decline angle is approximately 60 degrees for the first 10 feet, but shallows to near horizontal. The decline shall be closed with a PUF plug (use PUF specifications for a shaft).

Labor Costs -

Labor Category	Qty	\$/Hr	# of Hr	Cost

Materials Costs -

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

Equipment Costs -

\$ _____

Other Costs* -

\$ _____

Overhead -

Rate: _____

\$ _____

Total Cost for Site C Task #2:

\$ _____

***Other Cost Details:**

Signature

Date

Site C. Task #3: John Royal N Adit, Bat Gate

The John Royal north adit measures 1' x 4' x 15'+ deep. Since the adit opening is very narrow, a modified bat gate shall be constructed. The design shall be based on the schematic in Section I. The bat gate shall be made using horizontal bars attached to a perimeter ring along the adit walls. The perimeter gate shall be 6" x 1/4" plate steel pinned to the adit walls using three 1" diameter bars on each side. The plate shall be bent/formed to be as flush as possible the adit walls. Note that the narrow opening may restrict the ability to drill perpendicular to the adit walls. Angle drilling shall be performed alternating from an angle towards the adit and an angle towards the outside). Pins shall be welded to the perimeter ring. The bottom horizontal bar shall either be a 6"x 2" channel or a horizontal bar near the adit floor (not pinned to the floor).

Labor Costs -

Labor Category	Qty	\$/Hr	# of Hr	Cost

Materials Costs -

Material	Qty	Cost
4" x 3/8" angle iron, ft		
6" x 1/4" plate, ft		
Other items (describe):		

Equipment Costs -

\$ _____

Other Costs* -

\$ _____

Overhead -

Rate: _____

\$ _____

Total Cost for Site C Task #3:

\$ _____

*Other Cost Details:

Signature

Date

Site C. Task #4: John Royal S Adit, Bat Culvert Gate

The John Royal south adit measures 2' x 2' x 15'+ deep. The portal opens to approximately 4' x 3' inside. A standard culvert gate shall be constructed. Loose soil and debris shall first be removed at the portal.

Labor Costs -

Labor Category	Qty	\$/Hr	# of Hr	Cost

Materials Costs -

Material	Qty	Cost
16-gauge galvanized steel culvert (list diameter and length):		
6" x 1/4" flat bar (for culverts larger than 36" diameter), ft		
4" x 4" x 3/8" angle iron or 1" diameter manganal bar, ft		
Other items (describe):		

Equipment Costs -

\$ _____

Other Costs* -

\$ _____

Overhead -

Rate: _____ \$ _____

Total Cost for Site C Task #4:

\$ _____

*Other Cost Details:

 Signature Date

Site C Travel Costs:

Origin of vehicles and equipment: _____

Total miles, all vehicles for this project: _____ X \$0.50 mileage rate = _____

Total worker nights for project: _____ X \$94 hotel rate = _____

Total: _____

 Signature Date

Site D. Task #1: Josephine Shaft, PUF

The Josephine shaft is a decline at approximately 48 degrees that measures 4' x 5' x 20'+ deep. The shaft shall be closed with a PUF plug (use PUF specifications for a shaft).

Labor Costs -

Labor Category	Qty	\$/Hr	# of Hr	Cost

Materials Costs -

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

Equipment Costs -

\$ _____

Other Costs* -

\$ _____

Overhead -

Rate: _____ \$ _____

Total Cost for Site D Task #1:

\$ _____

*Other Cost Details:

Signature Date

Site D. Task #2: Josephine Adit, Bat Culvert Gate

The Josephine adit measures 5' x 7' x 20'+ deep. The adit is larger at the portal (approximately 10' x 6') and constricts inside. The culvert shall be placed 1-2 feet into the constricted portion of the adit. The culvert may need to be 10'-12' long and a large amount of PUF may be required at the portal.

Labor Costs -

Labor Category	Qty	\$/Hr	# of Hr	Cost

Materials Costs -

Material	Qty	Cost
Culvert (list diameter and length):		
6" x 1/4" flat bar (for culverts larger than 36" diameter), ft		
4" x 4" x 3/8" angle iron or 1" diameter manganal bar, ft		
PUF, cubic yard		
Other items (describe):		

Equipment Costs -

\$ _____

Other Costs* -

\$ _____

Overhead -

Rate: _____ \$ _____

Total Cost for Site D Task #2:

\$ _____

*Other Cost Details:

Signature Date

Site D Travel Costs:

Origin of vehicles and equipment: _____

Total miles, all vehicles for this project: _____ X \$0.50 mileage rate = _____
 Total worker nights for project: _____ X \$94 hotel rate = _____

Total: _____

Signature Date

Site E. Task #1: Red Hills Shaft, PUF

The Red Hills shaft is an irregularly shaped shaft that measures approximately 9' x 9' x 12'+ deep. The shaft shall be closed using a PUF plug. The shaft opens inside and may be as wide as 15' in one area. It may be difficult to build a PUF false bottom, so a large amount of PUF may be required. The PUF plug shall be covered using material from a waste rock pile approximately 40' from the shaft.

Labor Costs -

Labor Category	Qty	\$/Hr	# of Hr	Cost

Materials Costs -

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

Equipment Costs -

\$ _____

Other Costs* -

\$ _____

Overhead -

Rate: _____

\$ _____

Total Cost for Site E Task #1:

\$ _____

*Other Cost Details:

Signature

Date

Site E Travel Costs:

Origin of vehicles and equipment: _____

Total miles, all vehicles for this project: _____ X \$0.50 mileage rate = _____

Total worker nights for project: _____ X \$94 hotel rate = _____

Total: _____

Signature

Date

Site F. Task #2: Shanghai Middle Adit, PUF

The Shanghai middle adit is an irregularly shaped adit that drifts to both the left and right about five feet in. The portal measures approximately 4' x 6'. The adit shall be closed using a PUF plug.

Labor Costs -

Labor Category	Qty	\$/Hr	# of Hr	Cost

Materials Costs -

Material	Qty	Cost
PUF, cubic yard		
Welded wire mesh, feet		
Other items (describe):		

Equipment Costs -

\$ _____

Other Costs* -

\$ _____

Overhead -

Rate: _____

\$ _____

Total Cost for Site F Task #2:

\$ _____

*Other Cost Details:

Signature

Date

Site F. Task #3: Shanghai E Adit, PUF

The Shanghai east adit measures approximately 3' x 2' x 10'+. The adit shall be closed using a PUF plug.

Labor Costs -

Labor Category	Qty	\$/Hr	# of Hr	Cost

Materials Costs -

Material	Qty	Cost
PUF, cubic yard		
Welded wire mesh, feet		
Other items (describe):		

Equipment Costs -

\$ _____

Other Costs* -

\$ _____

Overhead -

Rate: _____

\$ _____

Total Cost for Site F Task #3:

\$ _____

*Other Cost Details:

Signature

Date

Site F. Task #4: Shanghai Shaft, PUF

The Shanghai shaft measures approximately 4' x 5' x 10' and widens to 5' x 8' inside. The shaft shall be closed using a PUF plug.

Labor Costs -

Labor Category	Qty	\$/Hr	# of Hr	Cost

Materials Costs -

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

Equipment Costs -

\$ _____

Other Costs* -

\$ _____

Overhead -

Rate: _____ \$ _____

Total Cost for Site F Task #4:

\$ _____

*Other Cost Details:

 Signature Date

Site F Travel Costs:

Origin of vehicles and equipment: _____

Total miles, all vehicles for this project: _____ X \$0.50 mileage rate = _____
 Total worker nights for project: _____ X \$94 hotel rate = _____

Total: _____

 Signature Date

G) Sample Standard Agreement (STD 213)

Note to Bidders:

The following 6 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

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

STATE AGENCY'S NAME Department of Conservation	
CONTRACTOR'S NAME	

2. The term of this Agreement is: _____ through _____

3. The maximum amount of this Agreement is: Up to \$XXXXXX

4. 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 | X pages |
| Exhibit C* – General Terms and Conditions | X pages |
| Exhibit D – Special Terms and Conditions (Attached hereto as part of this agreement) | |
| Check mark one item below as Exhibit E: | |
| <input checked="" type="checkbox"/> Exhibit E - Additional Terms and Conditions (Attached hereto as part of this agreement) | X pages |
| <input type="checkbox"/> Exhibit F - Additional Provisions | 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	California Department of General Services Use Only
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	<input type="checkbox"/> Exempt per:
Dennis O'Bryant, Assistant Director, Office of Mine Reclamation	
ADDRESS	
801 K Street, MS 09-06, Sacramento, CA 95814	

EXHIBIT A

SCOPE OF WORK

1. The Contractor agrees to provide the Department of Conservation (Department) with bat gate, grate or cupola, fabrication, and installation services (or abandoned mine foam closure services). The Contractor agrees to provide all equipment and personnel necessary to perform this work.
2. The Contractor shall provide photos of the closure before, during and after installation of each of the feature closures.
3. The services shall be performed at the Cline, Etdorpha, John Royal, Josephine, Red Hills, and Shanghai Mines located north of Baker, CA.
4. The services shall be provided between February 1 and March 31, 2011.
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: Greg Marquis	Attention:
Address: 801 K Street, MS 09-06, Sacramento CA 95814	Address:
Phone: (916) 323-9227	Phone:
Fax: (916) 445-6066	Fax:

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

The Contractor shall perform bat gate, grate and cupola design, fabrication, and installation services (or abandoned mine foam closure services) as directed by the Department.

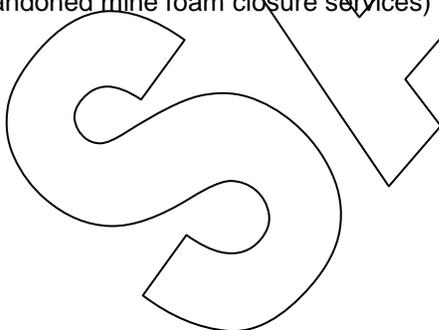


EXHIBIT B

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. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

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

Payments shall be made to the Contractor only upon verification by the Department of delivery or completion of project tasks identified in work authorizations. The invoice shall be submitted by the Contractor in sufficient scope and detail to define the actual work performed, including a description of the activities of the Contractor and subcontractors; a description of the problems encountered; and a statement of tasks and milestones completed; and a statement of funds budgeted and expended for each task including identification of the labor costs (labor category, number of worker per category, per hour rate, number of hours per labor category), itemized materials costs (list of materials, quantity and price of each), equipment costs, other direct cost (rental of equipment, helicopter, etc.), travel costs (origin of vehicles and equipment, total miles for project, number of worker nights for project) and overhead. 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.**

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 an exemption to [Executive Order S-4-03](#) by the Department of Finance and the Secretary for the Resources Agency.
- D. 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.

SAMPLE

EXHIBIT C

GENERAL TERMS AND CONDITIONS

PLEASE NOTE: This page will not be included with the final agreement. The General Terms and Conditions will be included in the agreement by reference to Internet site: www.dgs.ca.gov/contracts

SAMPLE

EXHIBIT D

SPECIAL 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**

<http://www.gpo.gov/davisbacon/referencemat.html>

EXHIBIT E

ADDITIONAL 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.

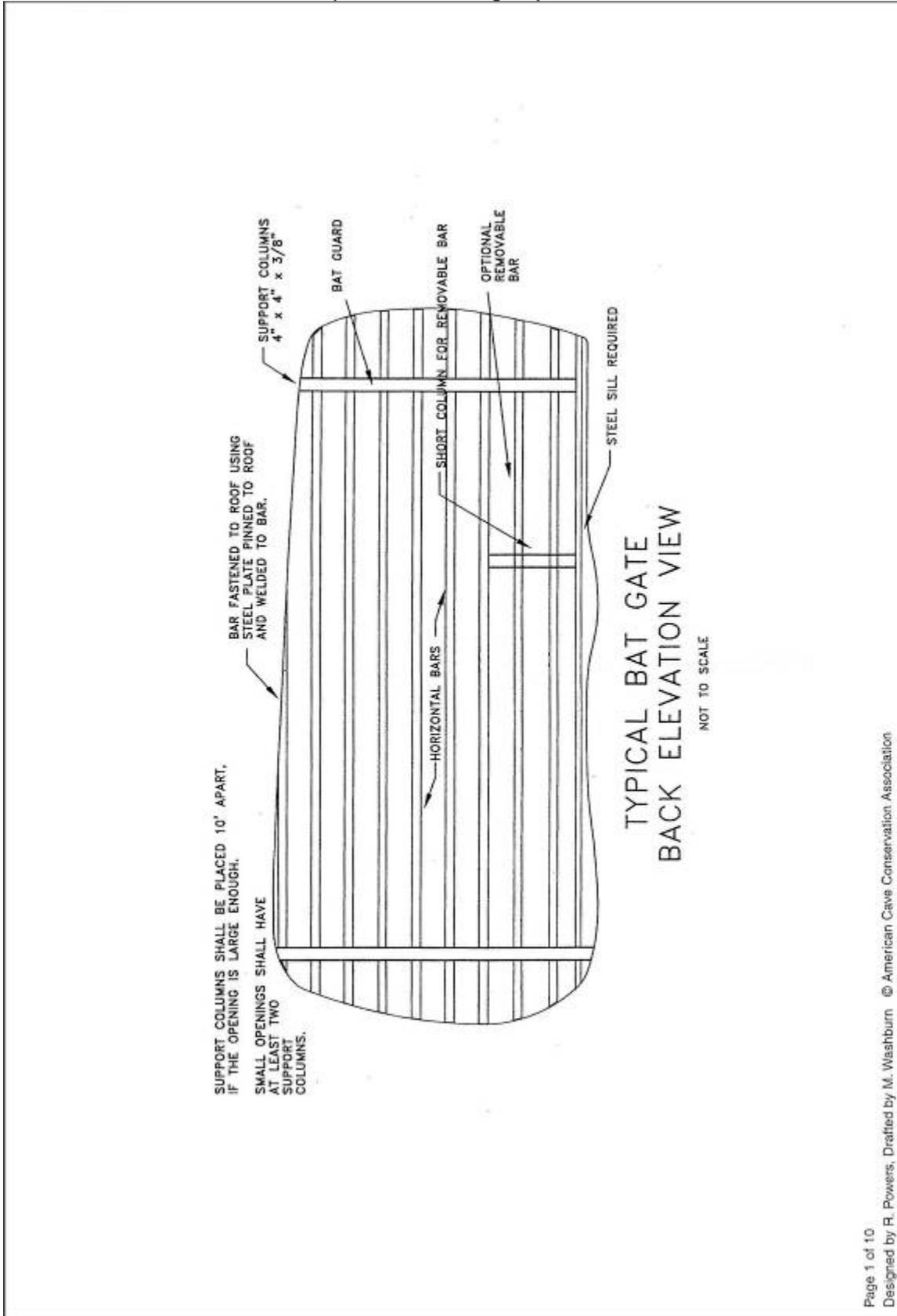
5. **Potential Subcontractors**

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.

6. **Travel**

The Department shall compensate the Contractor for actual travel expenses incurred, not to exceed amounts that may be paid to representatives of the state while traveling on state business. Currently, the state's per diem for travel is eighty-four dollars (\$84) plus tax for lodging and fifty cents (50¢) per mile for travel to and from the site with a vehicle.

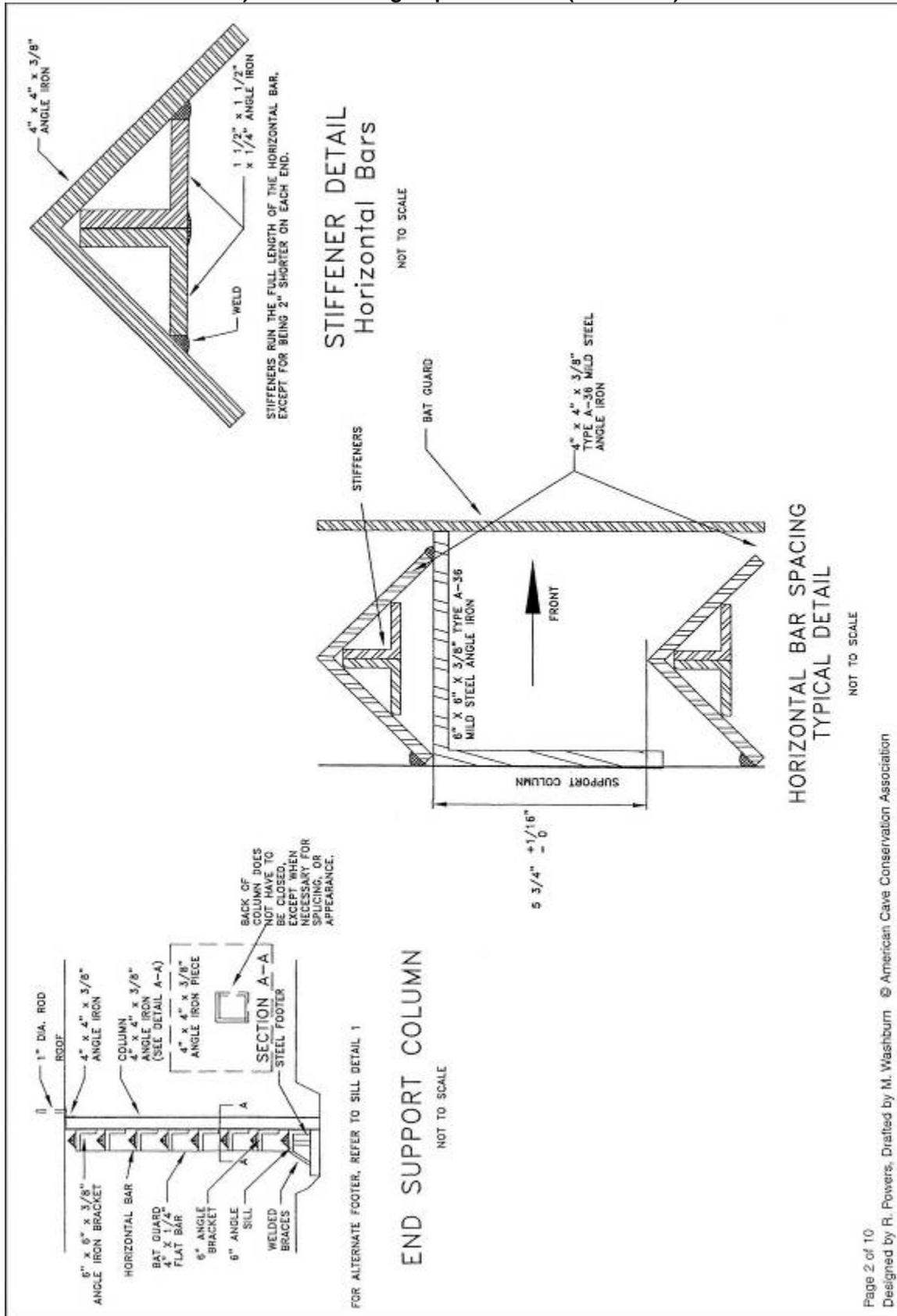
H) Bat Gate Design Specifications



Page 1 of 10
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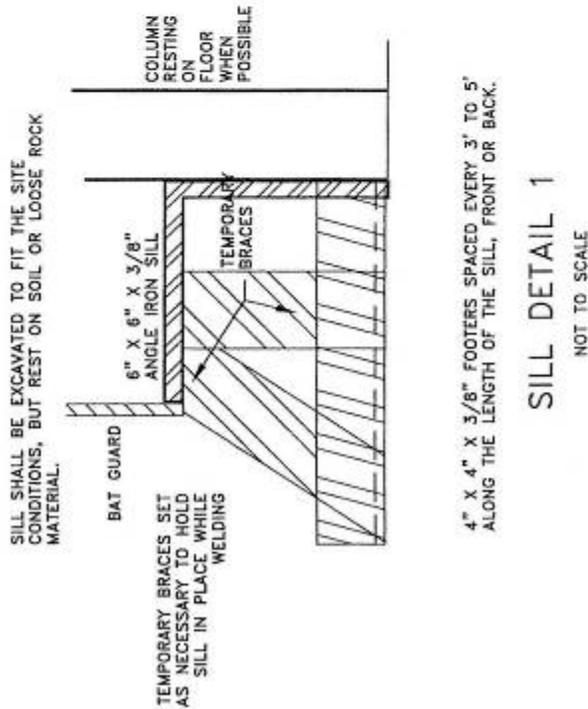
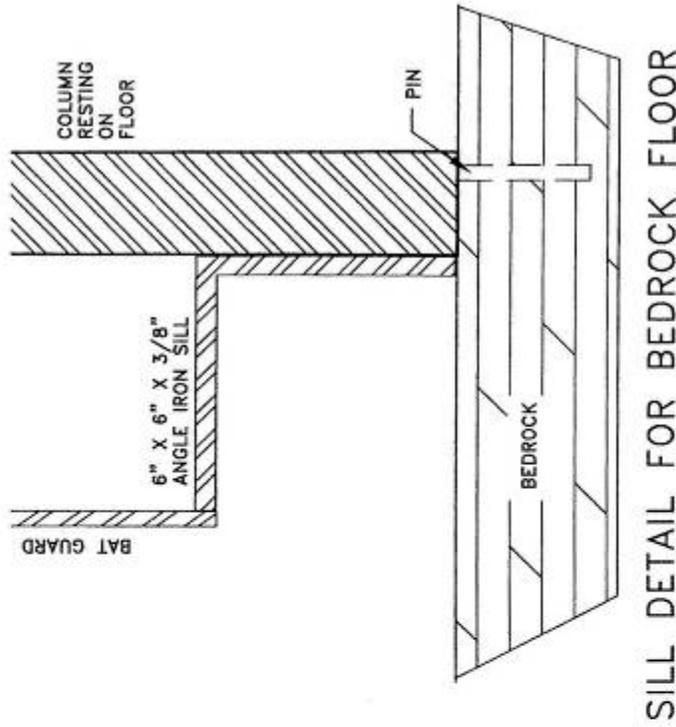
H) Bat Gate Design Specifications (continued)



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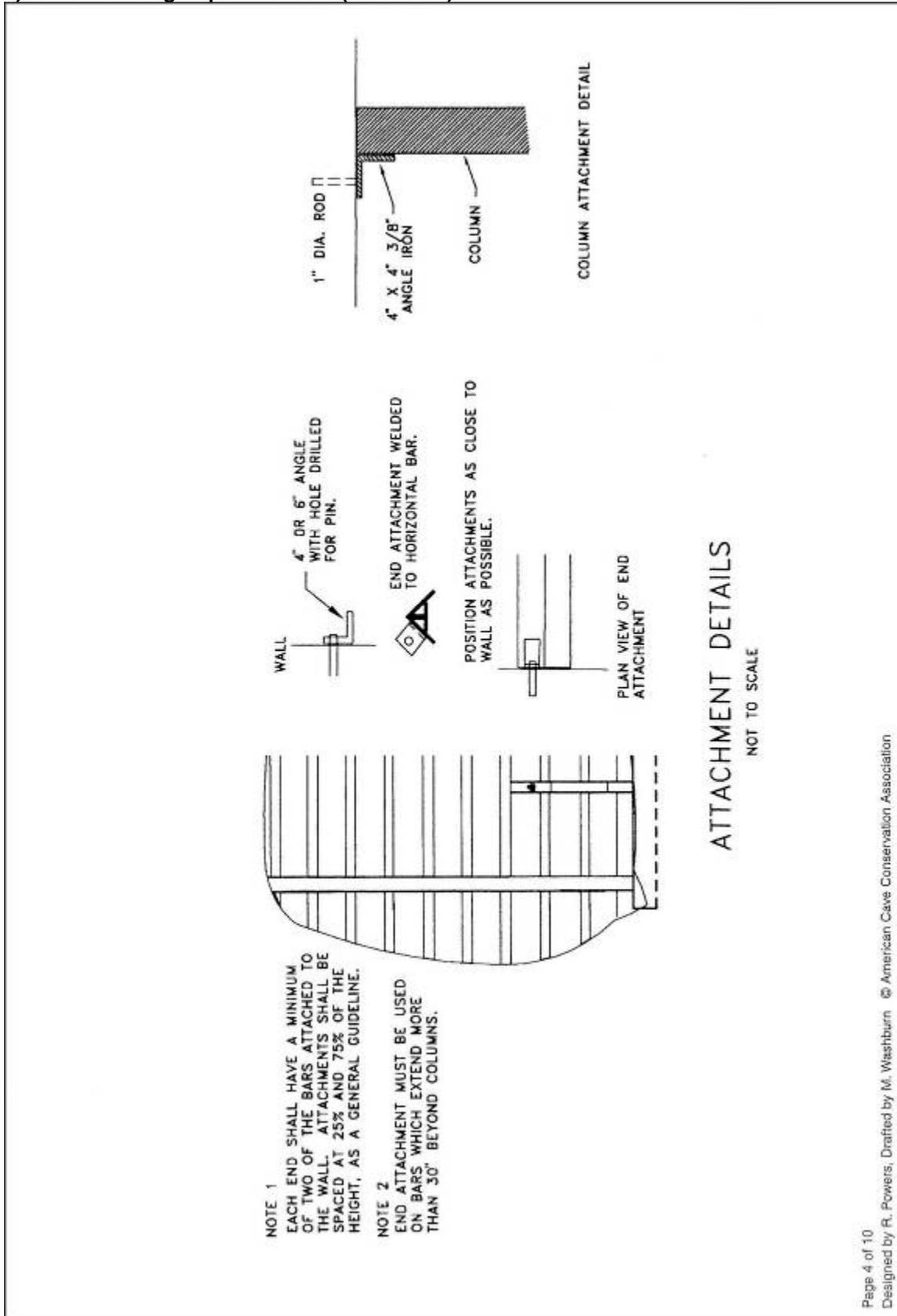
H) Bat Gate Design Specifications (continued)



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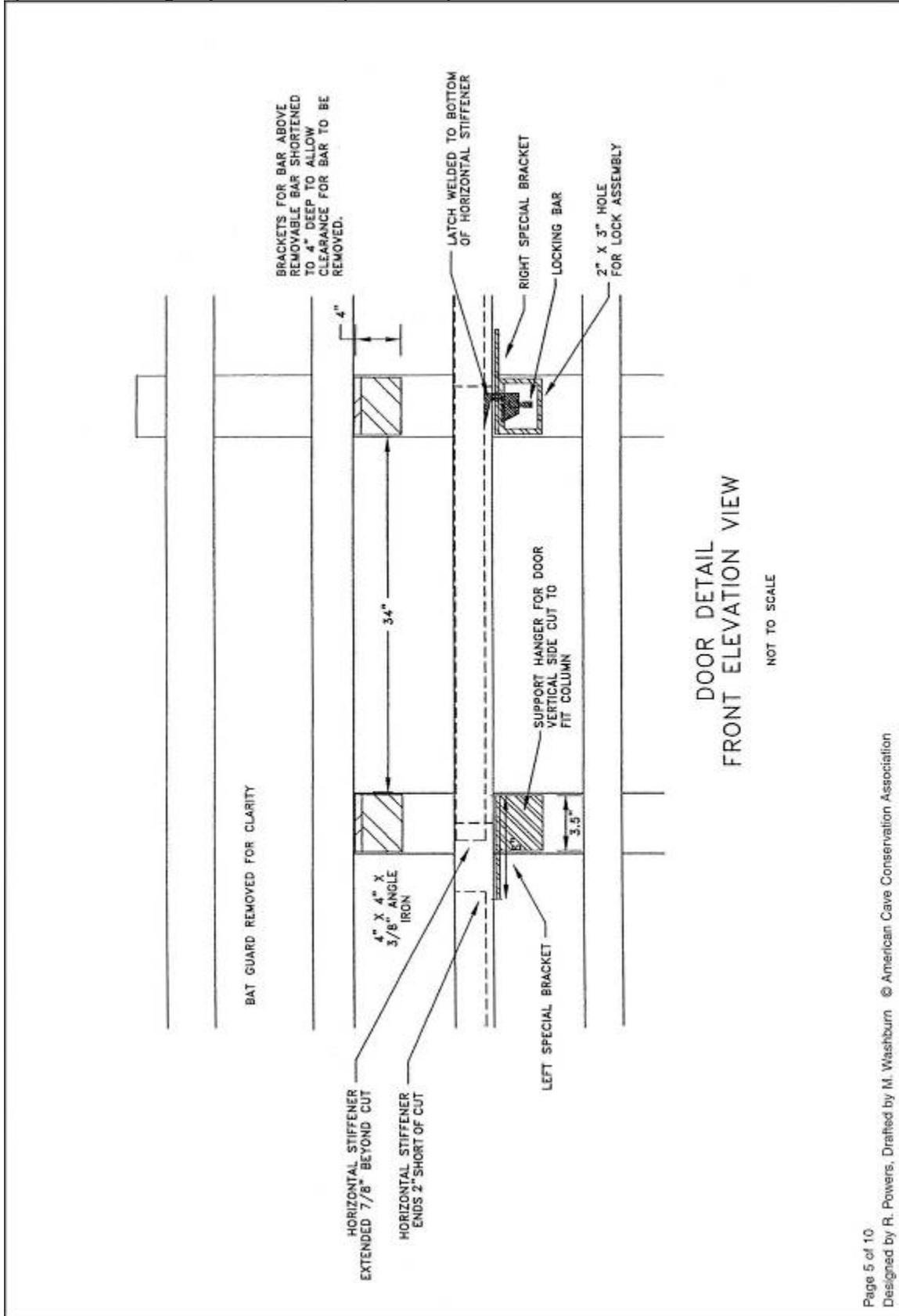
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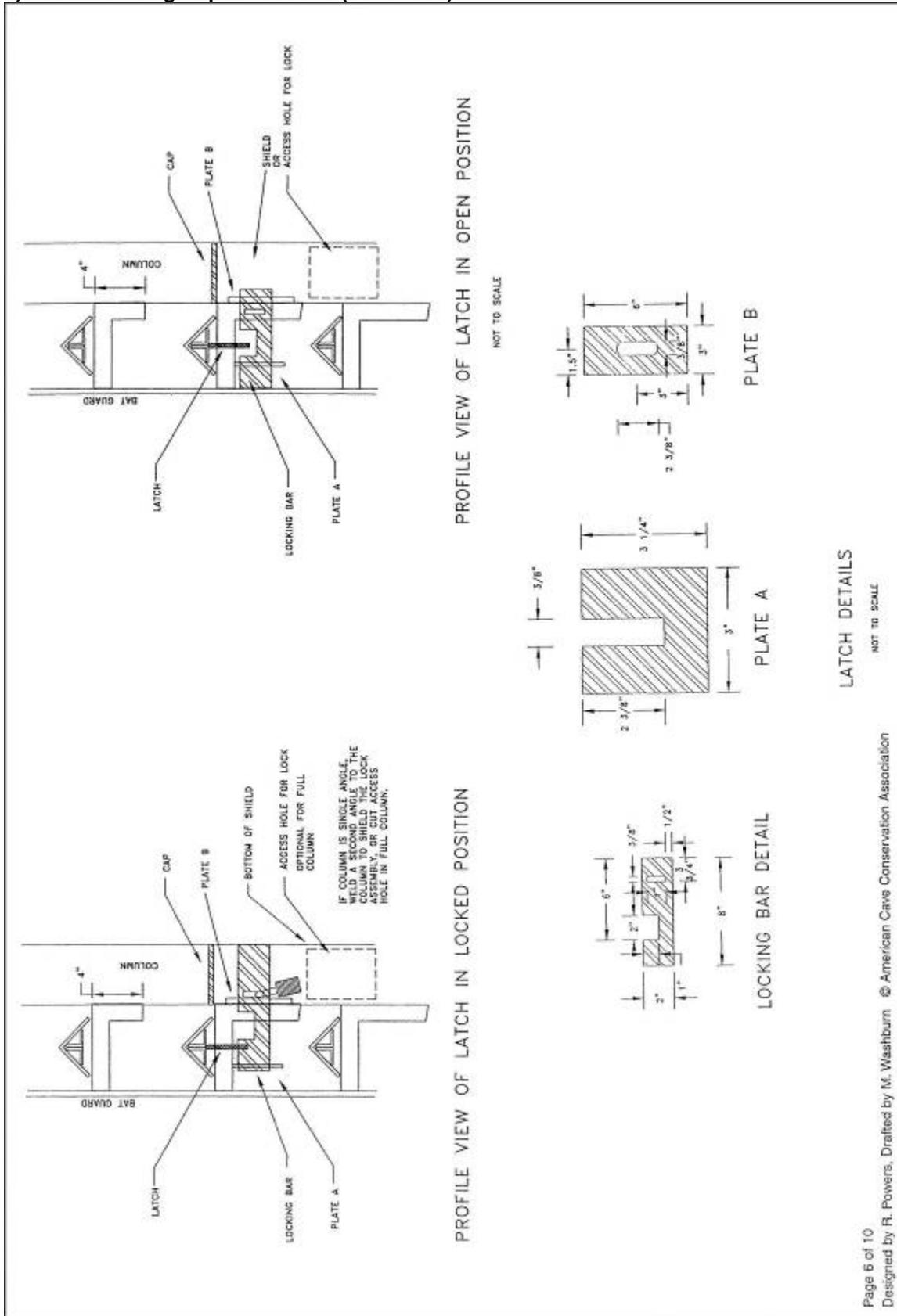
H) Bat Gate Design Specifications (continued)



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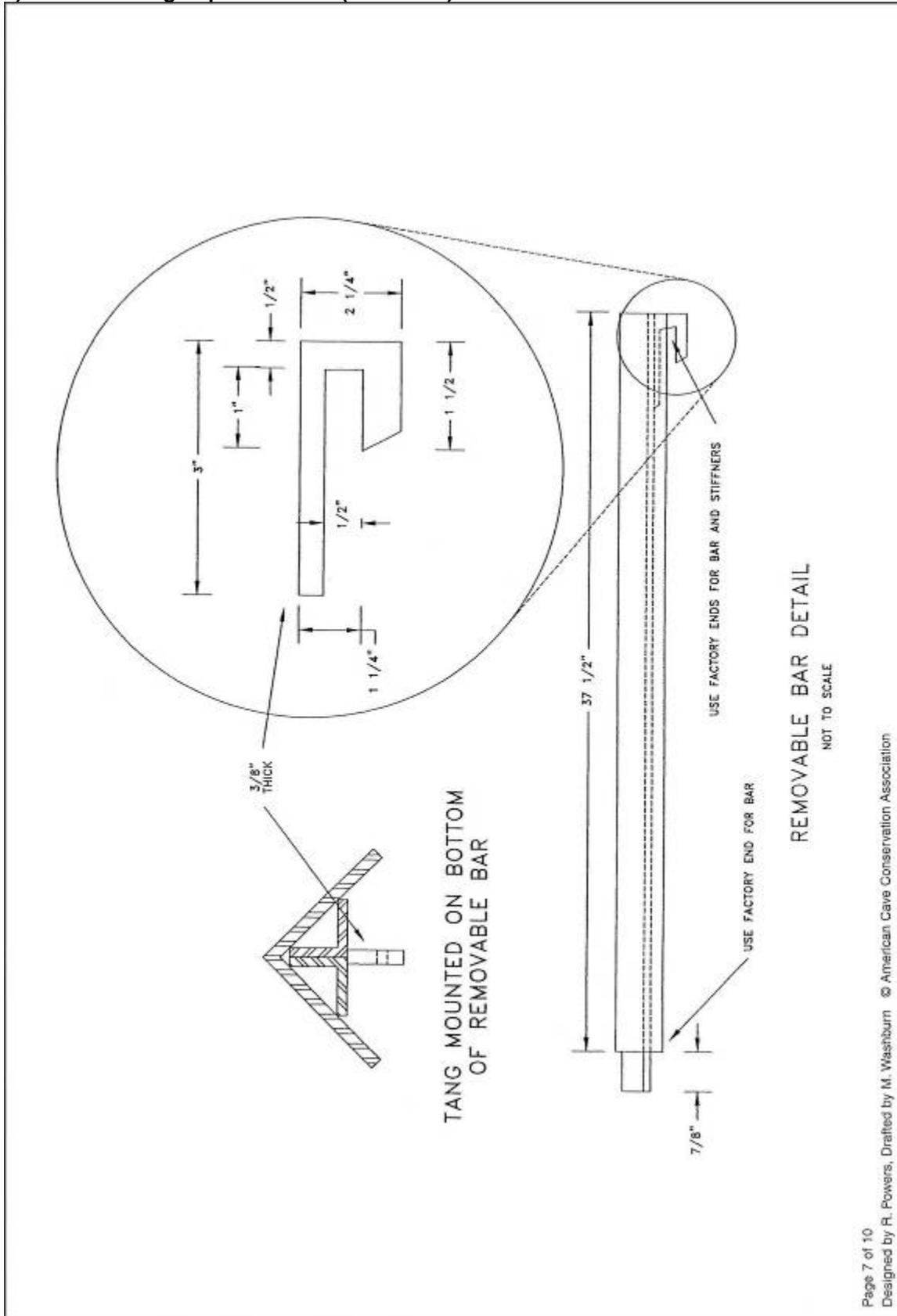
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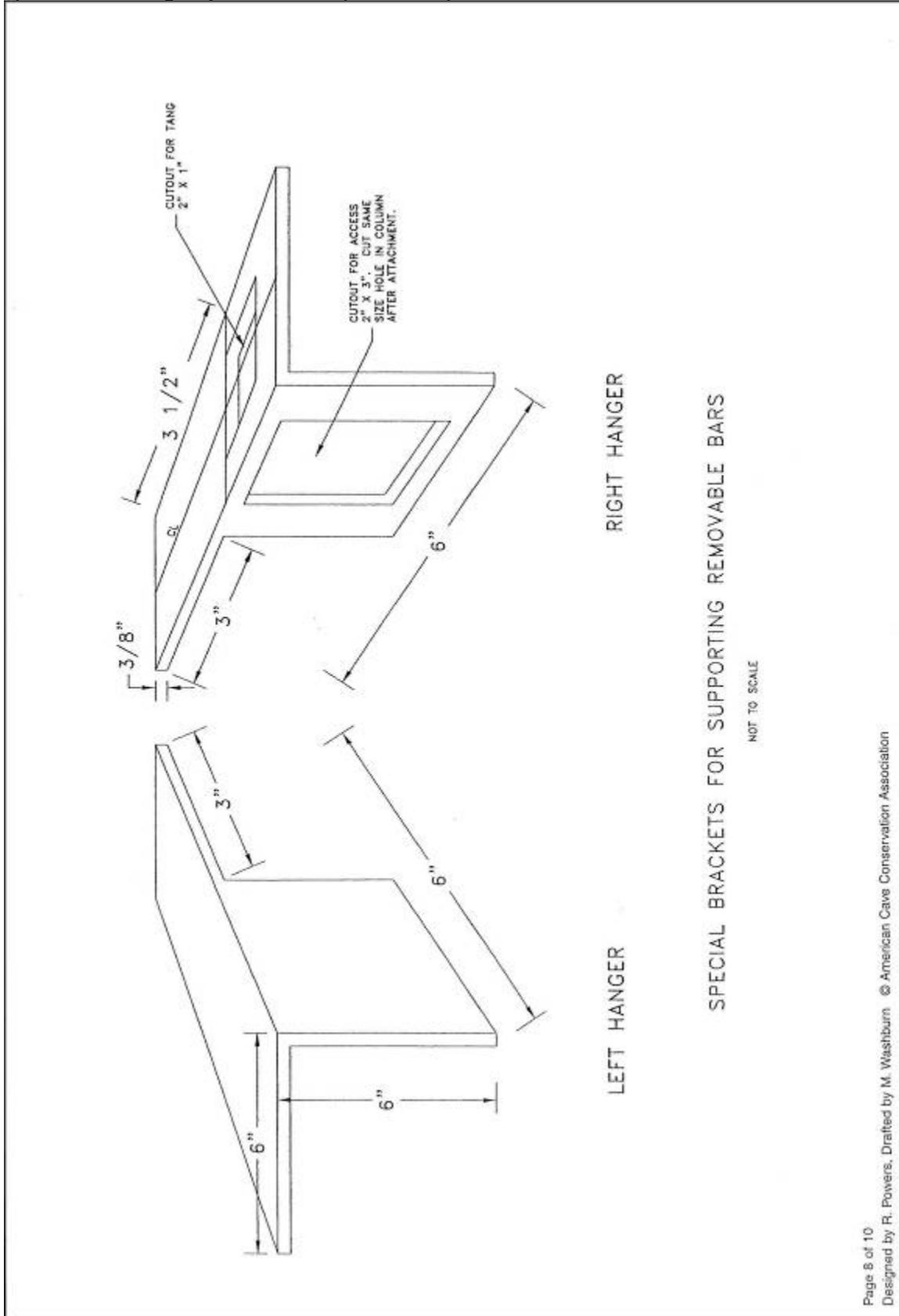
H) Bat Gate Design Specifications (continued)



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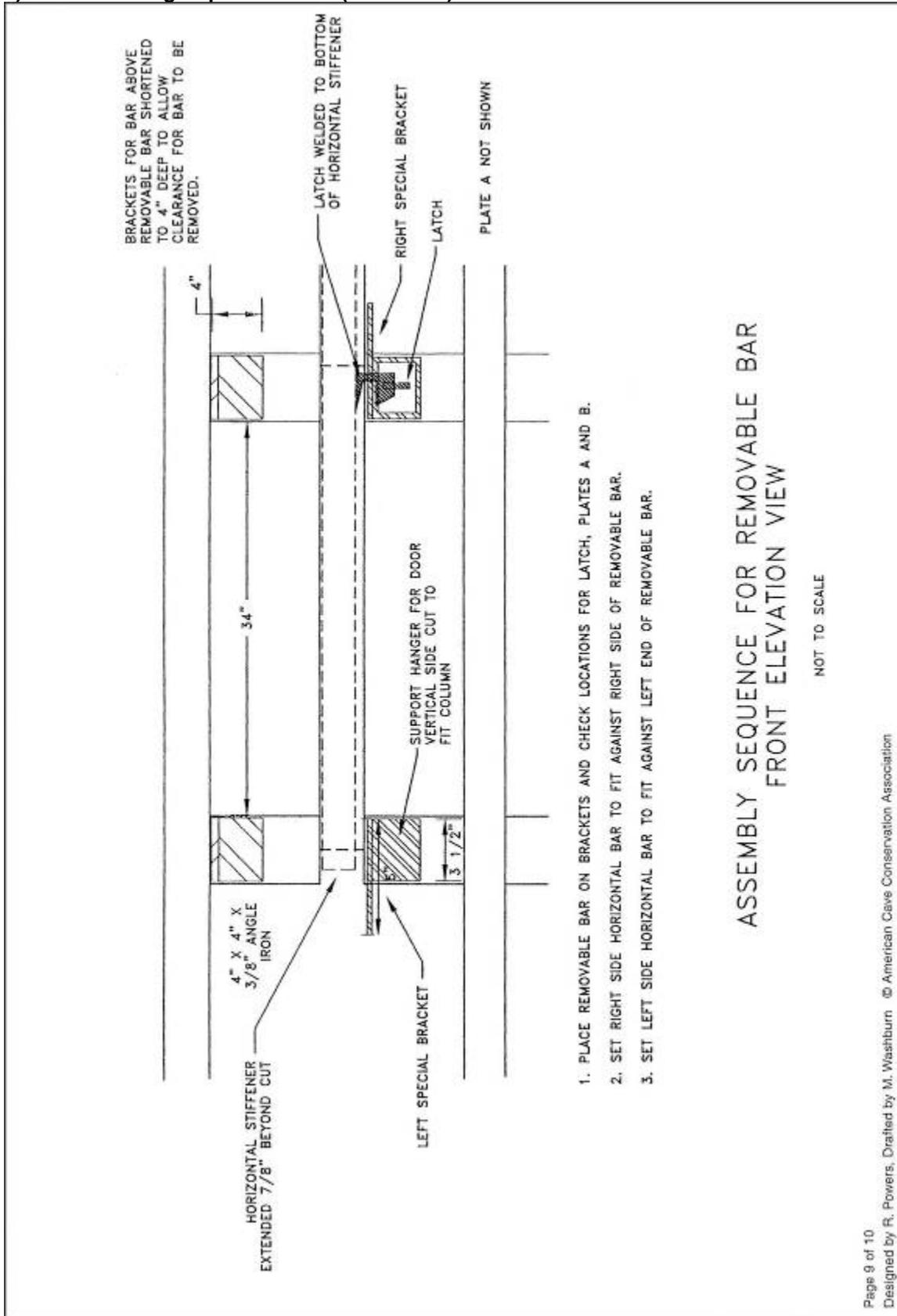
H) Bat Gate Design Specifications (continued)



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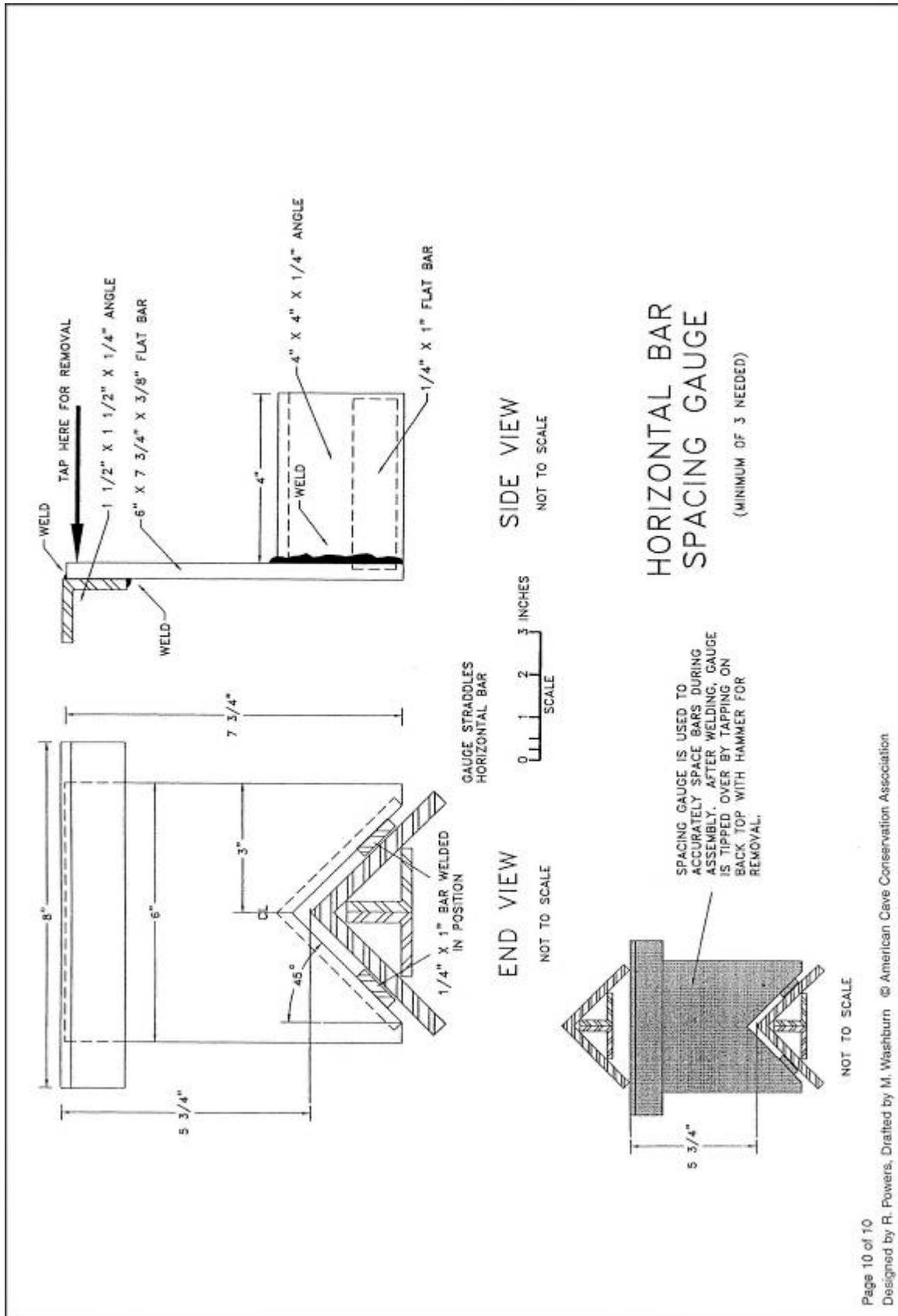
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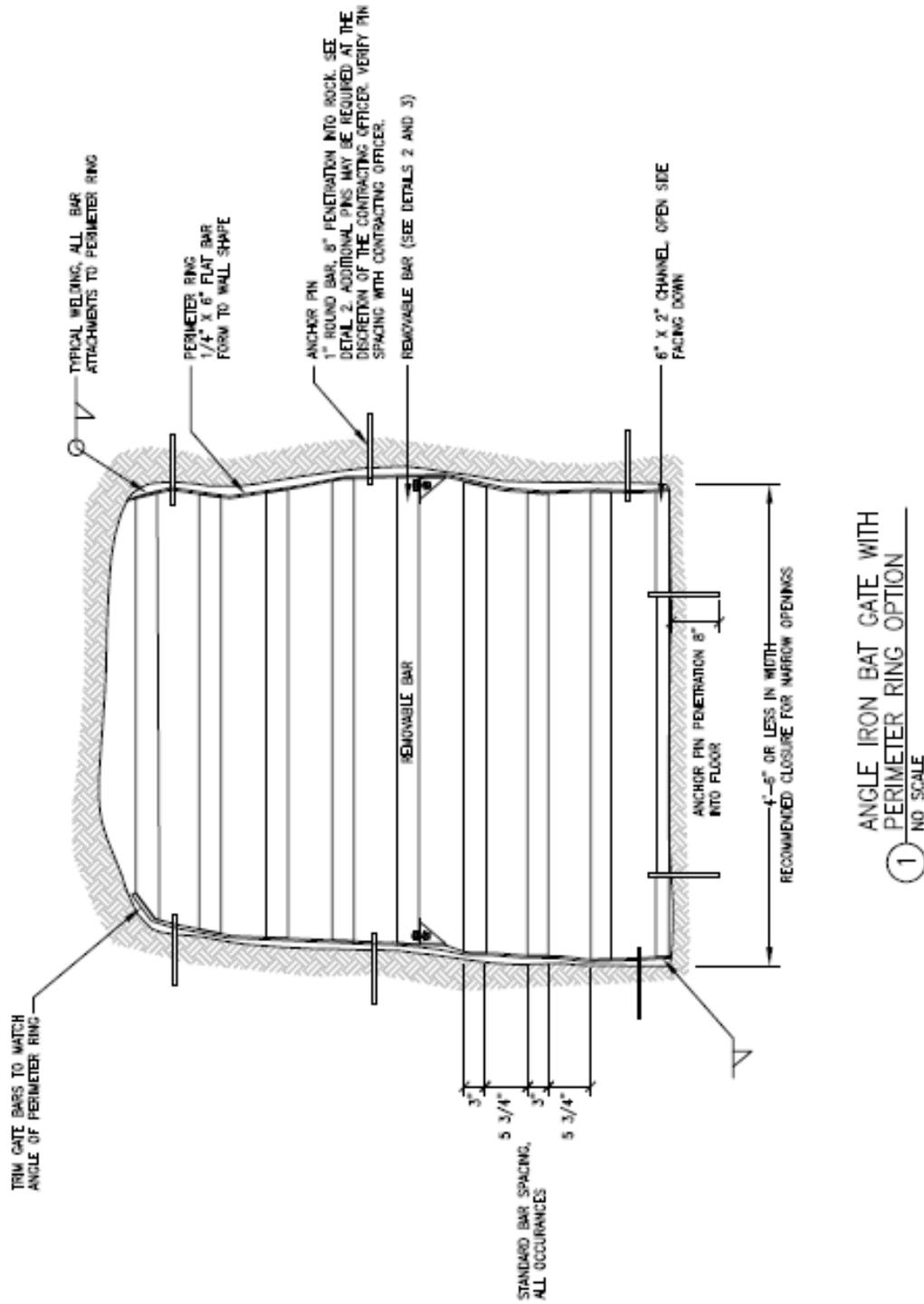
H) Bat Gate Design Specifications (continued)



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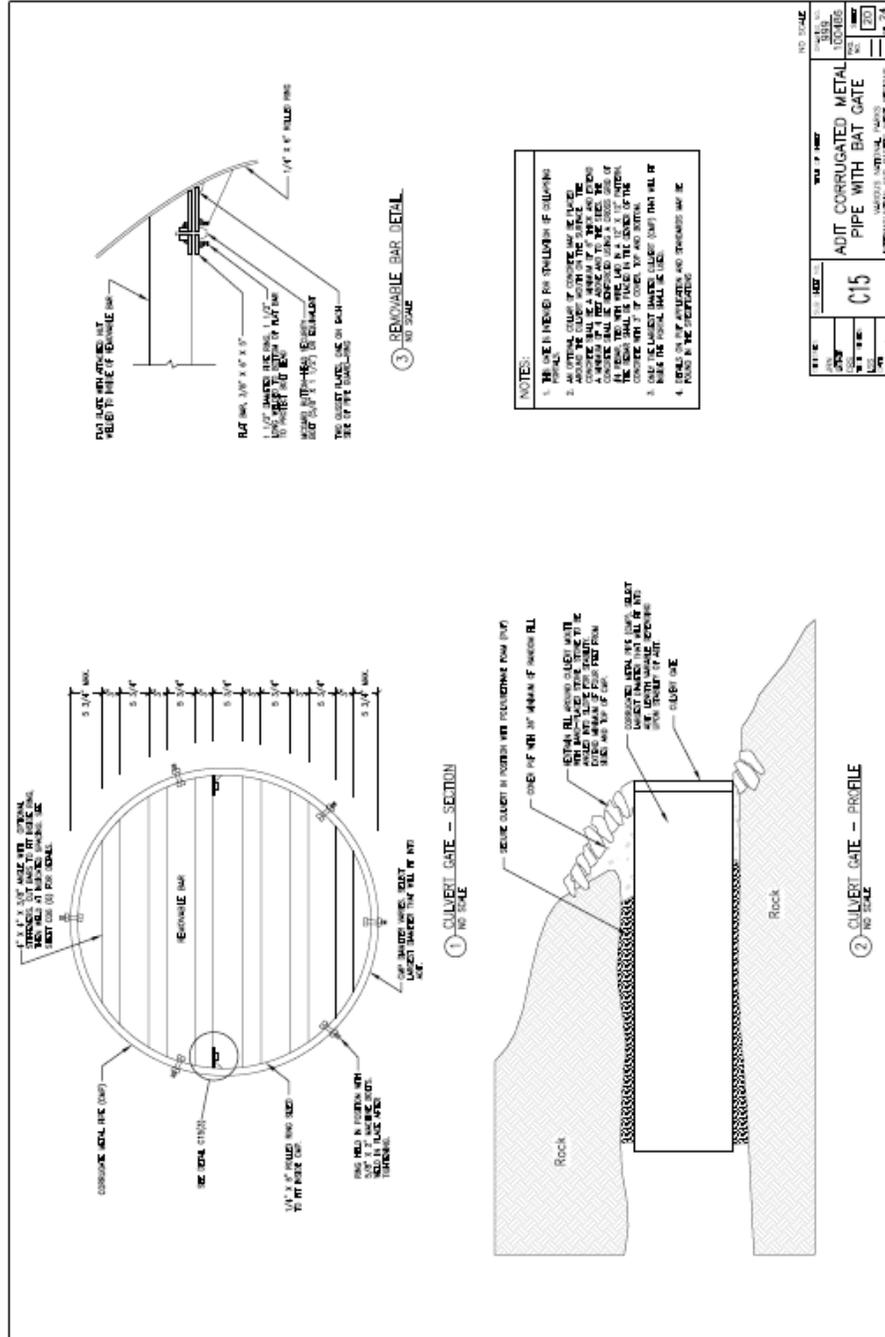
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I) Modified Bat Gate Detail



These plans are provided by the United State Forest Service. Mine Closure Drawings. Undated

J) Bat Culvert Gate Detail



These plans are provided by the National Park Service. Abandoned Mine Lands Program Install Safety Closure to Protect Visitors and Preserve Resource Habitat. Sheet C-11.