MILITARY DEPARTMENT
OFFICE OF THE ADJUTANT GENERAL
10601 Bear Hollow Drive
Rancho Cordova, California 95670

Invitation for Bid (IFB)
Notice to Prospective Bidders
IFB No. 130534 - Building 7020 Renovation
Camp Roberts - San Miguel, CA

7/15/2026

You are invited to review and respond to this IFB. In submitting your bid, you must comply with these instructions. In addition to those programs and preferences that are specified in this solicitation, Prospective Contractors are encouraged to consider programs and preferences that are available, such as those for the use of small businesses, disadvantaged businesses, disabled veteran businesses, and other businesses covered by State and Federal programs and preferences.

The DVBE Participation Program applies, and a five percent (5%) goal is required for this IFB. The DVBE Incentive Program may also apply to this IFB. See **Section 4, Special Programs, Disabled Veteran Business Enterprise (DVBE) Program Requirement**, in this IFB for requirements.

As required by Government Code 14838, the California Military Department (CMD) is committed to meeting the State's 25 percent (25%) Small Business (SB) participation goal. Certified SBs, Micro Businesses (MB), and contractors willing to commit to subcontracting a minimum of 25 percent (25%) of their net bid price to certified SBs or MBs are encouraged to submit bids. See **Section 4**, **Special Programs, Small Business (SB) or Microbusiness (MB) Preference**, in this IFB for requirements.

In the opinion of CMD, 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:

Robert Hawkins
California Military Department
10601 Bear Hollow Drive
Rancho Cordova, CA 95670
Robert.Hawkins@cmd.ca.gov

Please note that no *verbal* information given will be binding upon the State unless such information is issued in writing as an official addendum.

Technical questions regarding this solicitation will be addressed, in writing, and in accordance with the Questions and Answers portion of this IFB. See **Section 3**, **Key Actions Dates** for more details.

Robert Hawkins
Contracting Administrator

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1. Purpose and Description of Services

a. Contractor agrees to provide to CMD **Building 7020 Renovation** services, as described herein:

   Contractor shall provide all materials, labor, bonds, licenses, insurance, equipment, tools, permits, taxes, transportation, and fees to perform the renovation of building 7020 at Camp Roberts.

   Contractor shall have **365** calendar days to complete the Work.

2. Bidder Minimum Qualifications

a. The Prime Bidder must be either an individual or firm currently licensed to do business in California and provide proof of such as required in **Attachment 1 – Required Attachment Checklist**.

b. The Prime Bidder must have a business license or incorporation papers for their respective State showing that their company is in good standing in that state, if the Prime Bidder's base of operation is located outside the State of California and provide proof of such as required in **Attachment 1 – Required Attachment Checklist**.

c. Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to […] a state agency with respect to any contract in the amount of $100,000.00 shall complete the **Attachment 10 – California Civil Rights Laws**.

d. The Prime Contractor shall possess a **B - General Building Contractor** license issued by the California Contractors State Licensing Board (CSLB).

e. Failure of Bidder to sufficiently provide any or all of the minimum qualifications, in the opinion of CMD, will result in the Bidder's bid deemed non-responsive.

f. By submitting its bid, Bidder certifies, under penalty of perjury, that its Contractors State License Board (CSLB) license is in a classification appropriate to the work to be undertaken as identified in the **Attachment 12 – Sample Standard Agreement, Exhibit A, Scope of Work**. This requirement has also been added in the **Attachment 12 – Sample Standard Agreement, Exhibit E**. Refer to **Section 3, Bid Requirements and Information, Contractor's License**, for submittal requirements.

g. Failure of Bidder to sufficiently provide any or all of the minimum qualifications, in the opinion of CMD, will result in the Bidder's bid deemed non-responsive.

3. Bid Requirements and Information

a. Key Action Dates

It is recognized that time is of the essence. All bidders are hereby advised of the following schedule and will be expected to adhere to the required dates and times.

Event	Date	Time (PST)
IFB published on Cal eProcure	7/15/2026	2:00 PM
Mandatory Pre-Bid Job Walk	7/22/2026	11:30 AM
Request for Information (RFI) Submission Deadline	8/5/2026	5:00 PM
Bid Submission Deadline	9/1/2026	2:00 PM
Public Bid Opening	9/1/2026	2:15 PM

b. Mandatory Pre-Bid Job Walk

i. A mandatory pre-bid job walk is scheduled at 11:30 AM on 7/22/2026 for the purpose of viewing the site. Arrive at least 15 minutes early and bring business cards.

ii. Designated Meeting Location:

1. Camp Roberts – Highway 101, San Miguel, CA 93451

a. After obtaining the required security clearance, prospective bidders shall proceed to the main gate, park in the designated dirt lot located to the left of the entrance, and await further instructions from authorized contracting or delegated personnel.

iii. Failure to arrive at the designated meeting location by the scheduled start time may result in disqualification from submitting a bid. All prospective bidders must comply with current federal requirements, such as the acceptable identification, vehicle registration and insurance, when accessing federal facilities.

iv. In the event a potential prime contractor is unable to attend the mandatory pre-bid walk-through, an authorized representative may attend on their behalf. The representative may only sign-in for one (1) company. Subcontractors may not represent a potential prime contractor at a mandatory pre-bid walkthrough. No bid will be accepted unless the bidder or their authorized representative was in attendance.

c. Request for Information (RFI) Period

i. Potential Bidders who attended the mandatory pre-bid job walk may submit written questions regarding the project by 8/5/2026. All questions should be emailed in writing to Robert.Hawkins@cmd.ca.gov. NO QUESTIONS will be entertained after 8/5/2026.

ii. Written questions must include: the individual's name, firm name, complete address and must reference **IFB No. 130534**.

iii. Written responses to all questions will be collectively compiled and posted to the Cal eProcure website (https://caleprocure.com/pages/index.aspx). It is the responsibility of the Bidder to access the website for any changes or addenda that may be posted. Refer to this **IFB, Section 3, A, Key Action Dates**, for the schedule of events and dates/times.

d. Costs Included in Bid Rates

Bid prices/rates shall include the cost of employer payments to or on behalf of employees, subsistence, travel, compensation insurance premiums, unemployment contributions, social

security taxes, contract bond premiums, and any other taxes or assessments, including but not limited to, sales and use taxes required by law or otherwise and no additional allowance will be paid unless separate payment provisions in the Agreement should specifically provide otherwise.

e. Employment of undocumented Workers

No State agency or department, as defined in California Public Contract Code Section 10335.7, that is subject to this code, shall award a public works contract to a bidder or contractor, nor shall a bidder or contractor be eligible to bid for or receive a Public Works Agreement, who has, in the preceding five (5) years, been convicted of violating a State or Federal law regarding the employment of undocumented workers (Pub. Cont. Code Section 6101).

f. State General Prevailing Wage Rates

The predetermined general prevailing wage rates published by the Director of Industrial Relations may be obtained via the Internet: https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm. It is the bidder's responsibility to use the correct classification determination published by the Department of Industrial Relations.

g. Postconsumer Content Certification

Your signature affixed hereon and dated on the Bid/Bidder Certification Sheet, Attachment 2 shall signify that you are aware of the recycle materials, goods, and supplies program requirements of Public Contract Code Sections 12200 and 12205, and that the Recycled-Content Certification will be required for the successful contractor. The awarded bidder will be required to complete a Postconsumer-Content Certification (CalRecycle 74) and provide the form with the signed Agreement. An incomplete form or failure to provide a completed form will result in cancellation of the Agreement. The Postconsumer-Content Certification (CalRecycle 74 form) may be downloaded from CalRecycle's website: https://calrecycle.ca.gov/.

h. Mandatory Organic Waste Recycling

The Contractor generating organic waste or commercial solid waste shall arrange for the recycling services required by this section in a manner that is consistent with State and local laws and requirements, including a local ordinance or local jurisdiction's franchise agreement, applicable to the collection, handling, or recycling of organic waste and commercial solid waste. This requirement does not modify, limit or abrogate the Contractors right to sell or donate its recyclable organic waste materials consistent with the requirements of Public Resources Code Sections 42649.8 et seq.

i. Motor Carrier Permit Requirements

i. Contractor is responsible for determining whether California Vehicle Code Sections 34601 and 34620 require Contractor to have a valid Motor Carrier Permit (MCP) issued by the Department of Motor Vehicles (DMV) in order for Contractor to lawfully perform any part or aspect of the work described in Exhibit A, Scope of Work, and, if

California Vehicle Code Sections 34601 and 34620 do require same for any part or aspect of such work, Contractor must have a valid MCP(s) issued from the DMV for its services as a Motor Carrier of Property under this Agreement. Contractor shall pay any required fees necessary to obtain and maintain in good standing during the entire term of this Agreement the any such required MCP(s).

ii. The MCP(s), if any, required for the Contractor's Motor Carriers of Property under California Vehicle Code Sections 34601 and 34620 shall be on file with the Contractor for the duration of this Agreement. Upon request of CMD, the Contractor must immediately provide to CMD a copy of the required MCP(s), if any.

j. Contractor Registration Program

i. No Contractor or Subcontractor may be listed on a bid proposal for a public works contract unless registered with the Department of Industrial Relations (DIR), pursuant to Labor Code Section 1725.5 with limited exceptions from this requirement for bid purposes only under LC Section 1771.1(a)).

ii. No Contractor or Subcontractor may be awarded a public works contract or commercial service contract requiring prevailing wages, unless registered with DIR pursuant to Labor Code Section 1725.5.

iii. CMD will verify each of the registration numbers prior to contract award. Bidders that do not possess the required DIR registration will be deemed non-responsive and rejected from further consideration in the solicitation process.

k. Contractor's License

Bidder must have, at time of bid submittal and for the duration of the contract, a valid, current B - General Building Contractor license issued by the Contractors State License Board (CSLB), for the type of work to be performed. Bidder shall obtain, pay for and maintain, in good standing, all necessary licenses and permits to accomplish the work. Bidders will be considered non-responsive unless proper licensing requirements are met. An invalid license will result in rejection of the bid. Positive verification of a valid license issued by the CSLB will be performed by CMD (reference Business and Professions Code Section 7028.15).

l. Subcontractors

Bidder may subcontract portions of the work as defined in the attached Sample Standard Agreement. Bidder shall perform on the site, and with its own organization, work equivalent to at least twenty percent (20%) of the total amount of work to be performed under the contract If subcontractors are used, complete the Bidder Declaration (GSPD–05-105), Attachment 5. Bidder must ensure that the subcontractor(s) will have all necessary licenses, permits, and/or certifications to accomplish its portion of the work. Failure of a subcontractor(s) to have the proper licenses, permits, and/or certifications, shall be cause for rejection of bid. The Bidder Declaration can also be downloaded at which can be downloaded at https://www.documents.dgs.ca.gov/dgs/fmc/GS/PD/GSPD05-105.pdf.

m. Non-Collusion Declaration for Public Works

Bidder must submit, as described herein, a non-collusion declaration for Public Works. The non-collusion declaration is attached to this IFB as Attachment 11. Failure to submit a complete declaration shall result in rejection of the bid.

n. Bonds

i. **If the proposed bid amount exceeds $24,999.99, the contractor must submit a bid bond in the amount of at least 10% of the bid amount with the bid packet utilizing a bond form provided by the Surety.**

ii. **The bid bond must include the IFB No.130534 and must identify the owner as:**

California Military Department
IFB No. 130534
10601 Bear Hollow Drive
Rancho Cordova, California 95670-6350

iii. Prior to the commencement of performance, the contractor must obtain and provide to the State, a payment bond, on Standard Form 807, when the contract involves a public works expenditure (labor/installation costs) in excess of $24,999.99. Such bond shall be in a sum not less than one hundred percent (100%) of the contract price. Forms shall be provided to the contractor. The contractor shall ensure the payment bond remains in full force and effect during execution of the contracted work, the guarantee period and through such time that all subcontractors and suppliers are paid in full by the contractor.

iv. If the contract amount is less than $25,000.00, and a subsequent change order or contract amendment causes the total amount of the contract to exceed $24,999.99, then a payment bond will be required in the amount of one hundred percent (100%) of the new contract total amount.

v. If the contract amount exceeds $9,999.99 and progress payments will be made, a performance bond in the amount of 100% of the contract amount must be submitted by the successful bidder at the time signed contracts are returned to the California Military Department. The contractor shall ensure the performance bond remains in full force and effect during execution of the contracted work and guarantee period.

vi. Bonds must be issued by a California-admitted surety (CCP § 995.311.).

o. Insurance

i. The bidder, who receives the Agreement award, must provide a Certificate of Insurance providing proof of insurance to the California Military Department within ten (10) working days from the date of notification of award. Refer to the Sample Standard Agreement Exhibit F for the applicable and specific Insurance requirements and coverage limits.

ii. The insurance carrier shall provide an endorsement for the additional insured statement as follows:

CMD, State of California, its officers, agents, and employees shall be included as additional insured, but only with respect to work performed for the State of California under this Agreement.

iii. The additional insured endorsement must accompany the certificate of insurance.

iv. Available Coverages/Limits

v. In the event the insurance coverages obtained by the Contractor is broader in scope than, and/or the limits are higher than, those required under the contract, all such broader coverage and/or higher limits available to the Contractor shall also be available and applicable to the State.

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

p. California Civil Rights Laws

Any person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of one hundred thousand dollars ($100,000.00) or more shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, that they satisfy all of the conditions set forth in California Public Contract Code Section 2010 and they shall execute the California Civil Rights Laws Certification, as Attachment 10, completed, signed, and returned with its bid or proposal.

q. Darfur Contracting Act

i. The Darfur Contracting Act, Public Contract Code Section 10475-10481, applies to any company that currently or within the previous three (3) years has had business activities or other operations outside of the United States. The Act was passed by the California Legislature and signed into law by the Governor to preclude State agencies generally from contracting with "scrutinized" companies that do business in the African nation of Sudan (of which the Darfur region is a part), for the reasons described in Public Contract Code Section 10475. All bidders shall complete the Darfur Contracting Act Certification, Attachment 6, and submit with the proposal.

ii. If your company has not, within the previous three (3) years, had any business activities or other operations outside of the United States, complete Option 1 on the Darfur Contracting Act Certification form.

iii. A scrutinized company is a company doing business in Sudan as defined in Public Contract Code Section 10476. Scrutinized companies are ineligible to, and cannot bid on, or submit a bid or proposal for an Agreement with a State agency for goods or services. (Pub. Cont. Code Section 10477(a)).

iv. Therefore, Public Contract Code Section 10478(a) requires a company that currently has (or within the previous three (3) years has had business activities or other

operations outside of the United States to certify that it is not a "scrutinized" company when it submits a bid or proposal to a State agency.

v. A scrutinized company may still; however, submit a bid or proposal for an Agreement with a State agency for goods or services if the company first obtains permission from the Department of General Services according to the criteria set forth in Public Contract Code Section 10477(b).

r. Iran Contracting Act

i. Pursuant to the Iran Contracting Act of 2010 (Pub. Cont. Code Sections 2200 et seq., hereinafter "the Act"), persons identified on the list established under Public Contract Code Section 2202.5 (hereinafter "List") are ineligible to bid on, submit a proposal for, enter into, or renew any contract with the State for goods or services of one million dollars or more.

ii. Any person who submits a bid or proposal must complete and submit to CMD with its bid proposal, the Iran Contracting Act Verification Form, Attachment 7, certifying that it is not on the most current List unless the person is exempted from the certification requirement by Public Contract Code Section 2203(c) or (d). If claiming an exemption, the person shall provide written evidence that supports an exemption under Public Contract Code Section 2203(c) or (d) with its bid or proposal. The Iran Contracting Act Verification Form can also be downloaded at https://www.dgs.ca.gov//-/media/Divisions/PD/PTCS/OPPL/SCM/SCM-Link-Docs/Iran-Contracting-Act.pdf.

iii. Any person, for a contract that is exempt from bidding or is renewed, or for whom a contract is otherwise awarded by the State, must complete and submit to CMD the Iran Contracting Act Verification Form, certifying that it is not on the most current List, before the contract has been executed by the parties, unless the person is exempted from the certification requirement by Public Contract Code Section 2205(c) or (d). If claiming an exemption, the person shall provide written evidence that supports an exemption under Public Contract Code Section 2203(c) or (d), before execution of the contract.

s. Submission of Bid

i. All bids must be submitted to CMD by date and time shown in Section 3, Bid Requirements and Information, Item a) Key Action Dates.

ii. Bids **MUST** be submitted electronically.

iii. Electronic Submissions

1. Electronic bid submittals shall be sent to PWC@cmd.ca.gov and shall include Robert Hawkins at Robert.Hawkins@cmd.ca.gov as a copied recipient.

2. All bid documents will be in an attachment (as one PDF). If any bid information is in the body of the email, it shall be rejected. Bids submitted via links to cloud storage services or file-sharing drives will not be accepted.

3. Subject line must include the IFB No. 130534, Building 7020 Renovation and Contractor Business Name.

4. The bid submission email inbox is ONLY for bid submissions, contact the Contracting Administrator directly with contract questions and/or to receive confirmation that their bid was received.

iv. **Late bids will not be considered.**

v. All bids shall include the documents identified in Required Attachment Checklist, Attachment 1. Bids with incomplete documents or 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.

vi. All documents requiring a signature must bear an original signature of a person authorized to bind the bidding firm.

vii. Bids must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause a bid to be rejected.

viii. 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 an 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.

ix. Costs 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.

x. An individual who is authorized to bind the bidder contractually shall sign Bid/Bidder Certification Sheet, Attachment 2. The signature should indicate the title or position that the individual holds in the firm. An unsigned bid may be rejected.

xi. A bidder may modify a bid after its submission by withdrawing its 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.

xii. 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.

xiii. 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.

xiv. The awarding agency reserves the right to reject all bids. The agency is not required to award an agreement.

xv. Before submitting a response to this solicitation, bidders should review, correct all errors and confirm compliance with the IFB requirements.

xvi. Where applicable, bidder should carefully examine work sites and specifications. Bidder 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.

xvii. 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. The GTC may be viewed at Internet site https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language.

xviii. No oral understanding or agreement shall be binding on either party.

xix. Bidder must complete and submit to the awarding agency Payee Data Record, STD 204, Attachment 8, 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 https://www.documents.dgs.ca.gov/dgs/FMC/PDF/Std204.pdf. No payment shall be made unless a completed STD 204 has been returned to the awarding agency.

xx. Bidder must sign and submit to the awarding agency, Contractor Certification Clauses (CCC), Attachment 9, which can be found on the Internet at: https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/CCC-042017.pdf.

t. Bid Opening

i. Bid openings will be held virtually on Microsoft Teams.

ii. To attend the bid opening, contact Robert Hawkins at Robert.Hawkins@cmd.ca.gov in advance to request a Microsoft Teams meeting invitation. Requests submitted on the day of the bid opening may not be received or processed in time to allow participation.

u. Evaluation and Selection

i. After 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.

ii. The State will evaluate each bid to determine its responsiveness to the published requirements.

iii. Bids that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the bidder, may be rejected.

iv. Award if made, will be to the lowest responsive responsible bidder.

v. The State reserves the right to require the apparent lowest responsive and responsible bidder to participate in a bid verification meeting prior to award of the contract. The

purpose of this meeting is to review and confirm the bidder's pricing, scope understanding, and compliance with all bid requirements. Failure or refusal to participate in the bid verification meeting, or inability to satisfactorily verify the bid, may result in the bid being deemed non-responsive and rejected.

vi. In the event of a tie bids, the award will be determined by a coin toss. The coin toss will be held in the State Agency's headquarters area office. This is a public event, which the bidders will be invited to attend. The selection of the Contractor will be at the sole discretion of the State.

v. Award and Protest

i. When the evaluation has been completed and a contractor has been selected, the awarding agency shall post a notice of intent to award in a place accessible by the general public, including any Internet site identified in the IFB within 5 to 10 business days after the bid opening date.

ii. State Contracting Manual Volume 1, 6.03 Protest Exclusions: F - The contract award is for a type of contract not subject to the protest procedures. This category includes public works contracts awarded under the State Contract Act (PCC §10100 et seq.); contracts for professional architecture or engineering services under GC § 4525; contracts awarded under GC §§ 14838.5 and 14838.7.

w. Disposition of Bids

i. 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.

x. Standard Conditions of Service

i. After award of the Agreement and execution of the Agreement, should the Contractor fail to commence work within five (5) working days after notification of the starting date, or suspend work for a period of five (5) continuous working days after work has begun, CMD may provide five (5) calendar days written notice, posted at the job site or mailed to the Contractor, to timely prosecute and complete the work or the Agreement may be terminated and liquidated damages assessed for administrative costs for re-bidding the work or awarding the work to another Contractor. In addition, that Contractor shall be liable to CMD for the difference between the Contractor's bid price and the actual cost of performing the work by the second low bidder or by another Contractor.

ii. All performance under the Agreement shall be completed on or before the termination date of the Agreement.

y. Antitrust Provisions

i. The Contractor offers and agrees and will require all of his other subcontractors and suppliers to agree to assign to the awarding body all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 USC section 15) or under the Cartwright Act [Chapter 2, commencing with section 16700, of Part 2

of Division 7 of the Business and Professions Code] arising from purchases of goods, services, or materials pursuant to the public works contract or subcontract. The assignment made by the contractor and all additional assignments made by the subcontractors and suppliers shall be deemed to have been made and will become effective at the time the awarding body tenders final payment to the Contractor without further acknowledgment or the necessity of tendering to the awarding body any written assignments.

ii. If an awarding body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under Government Code Sections 4550-4554, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, on demand, recover from the public body any portion of the recovery, including treble damages, and attributable overcharges that were paid by the assignor but were not paid by the public body as a part of the bid price, less the expenses incurred in obtaining that portion of the recovery. On demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under Government Code Sections 4550-4554 if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action.

z. If the bidder is awarded the Agreement and refuses to sign the Agreement presented for signature within 10 business days of receipt, (not including Saturdays, Sundays, and legal holidays) and manner required, the bidder will be liable to CMD for actual damages resulting to CMD therefrom or 10 percent (10%) of the amount bid, whichever is less.

aa. Loss Leader usage is prohibited in this solicitation: It is unlawful for any person engaged in business within this State to sell or use any article or product as a "loss leader" as defined in California Business and Professions Code Section 17030. "Loss Leader" means any article or product sold at less than cost: a) where the purpose is to induce, promote or encourage the purchase of other merchandise; or b) where the effect is a tendency or capacity to mislead or deceive purchasers of prospective purchasers; or c) where the effect is to divert trade from or otherwise injure competitors.

bb. No oral understanding or agreement shall be binding on either party.

4. Special Programs

a. Disabled Veteran Business Enterprise (DVBE) Program Requirement

i. DVBE Participation Program with Goals:

1. The required DVBE participation goal for this IFB is five percent (5%). The resultant Agreement is financed with State funds and subject to Public Contract Code Section 10115 et seq., Military and Veterans Code Section 999 et seq., and Title 2, California Code of Regulations, Sections 1896.60 (2 CCR Section 1896.60) et seq., that provides contracting opportunities for qualified DVBEs certified by the DGS. The DVBE Incentive Program may also apply.

2. Bidder shall complete and submit the Bid/Bidder Certification Sheet Attachment 2; Bidder Declaration (GSPD-05-105), Attachment 5, and, as

applicable, the Disabled Veteran Business Enterprise Declarations (DGS PD 843), Attachment 4. Bidder shall complete or collect DGS PD 843(s) when the following situations occur:

a. Bidder is DVBE (prime) Contractor.

b. Bidder subcontracts with any DVBE firm. Bidder collects and submits with its bid package a completed and signed DGS PD 843 from each of the DVBE subcontractor(s) listed on the GSPD-05-105.

3. Failure to provide required DVBE information will result in the bid being rejected as non-responsive. For each certified DVBE subcontractor listed on the Bidder Declaration, GSPD-05-105, the bidder may submit a copy of the quotes from each DVBE as Attachment 5, "Quotes from SB/DVBE Subcontractors", as proof of commitment.

4. Additional references: https://www.dgs.ca.gov/PD-OSDS.

ii. DVBE Incentive Program

1. The DVBE Incentive Program applies to this solicitation. It is separate from the DVBE Participation Program and was established in Military and Veterans Code Sections 999 et seq., and Title 2, California of Regulations, Sections 1896.99 (2 CCR Section1896.99) et seq., to encourage bidders to partner with DVBE subcontractors. A dollar cap of $100,000 is set for all combined incentives and preferences. The incentive is used only for evaluation purposes to arrive at the successful bidder and does not alter the amounts of the actual bid. Any responsive and responsible bidder with the confirmed DVBE participation per the Tables in paragraph 3 below is eligible to receive the incentive. Bidders who are not responsive and responsible regardless of the amount of DVBE participation are not eligible to receive the incentive.

2. CMD will apply an incentive to bids proposing the utilization of DGS certified DVBE firms identified on the Bidder Declaration (GSPD-05-105). Information provided on the GSPD-05-105 shall be verified by CMD prior to the award of the Agreement. The incentive amount is equal to a percentage of the lowest responsive and responsible bid based on the amount of DVBE participation in the bid being evaluated per the Tables below.

3. Tables for IFB (Low Price Method)

Required 5%Goal

Verified DVBE Participation	DVBE Incentive Amount
7.00% or more	5%
6.50% - 6.99%	4%
6.00% - 6.49%	3%
5.50% - 5.99%	2%
5.01% - 5.49%	1%

4. When applying the DVBE Incentive, an NSB shall not displace an award to a DGS Certified Small Business.

5. Additional information: https://www.dgs.ca.gov/PD-OSDS.

b. Small Business (SB) or Microbusiness (MB) Preference

i. Government Code Section 14835 et seq. requires that a five percent (5%) preference be given to contractors who qualify as a certified SB or MB. References to a SB shall also include MB. The rules and regulations of this law, including the definition of a SB for the delivery of services, are contained in Title 2, California Code of Regulations, Section 1896 (2 CCR Section 1896) et seq.

ii. To claim the SB preference, your firm must have its principal place of business located in California and be certified by the California Department of General Services (DGS), Office of Small Business and DVBE Services (OSDS). The preference amount may not exceed fifty thousand dollars ($50,000) for any bid. If prospective Contractor is claiming the five percent (5%) SB preference, complete Section 14 of the Bid/Bidder Certification Sheet Attachment 2.

iii. Pursuant to Government Code Section 14838 and 2 CCR Section 1896, if a bidder is not a certified SB, but wishes to be eligible for the five percent (5%) non-small business (NSB) preference, the bidder must subcontract at least twenty five percent (25%) of its net bid price to one or more certified SBs. If bidder is claiming the five percent (5%) NSB preference, complete the Bidder Declaration, GSPD-05-105, which can be downloaded at https://www.documents.dgs.ca.gov/dgs/fmc/GS/PD/GSPD05-105.pdf. Bidder shall list the names of all certified SB firms being claimed for credit on the GSPD-05-105 form. For each certified SB subcontractor listed, the bidder shall submit a copy of the quotes from each SB (on the SB's company letterhead) as Attachment 5, "Quotes from SB/ DVBE Subcontractors."

1. This preference shall not be awarded to a noncompliant bidder and shall not be used to achieve any applicable minimum requirements.

2. Certified SB bidder(s) shall have precedence over NSB bidders in the application of SB preference(s).

3. SB preferences may not be applied to any bid deemed non-responsive with the solicitation instructions or from a non-responsible bidder.

4. Questions regarding the certification approval process or SB program should be directed to OSDS at the contact information found on their website.

5. Additional references are at https://www.dgs.ca.gov/PD-OSDS.

c. Commercially Useful Function

i. It is the law. All California-certified Small Businesses (SB) and Disabled Veteran Business Enterprise (DVBEs) doing business with the state must perform a Commercially Useful Function (CUF). Performing CUF is a critical requirement for all

California-certified firms - SB and DVBE - that do business with the state (Government Code Section 14837 and Military and Veterans Code Section 999).

ii. More information can be found on Department of General Services website: https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Commercially-Useful-Function-for-Certified-Firms.

d. CMD Advocates

CMD Small Business and Disabled Veteran Business Enterprise Advocates are available to answer questions regarding the SB/DVBE Programs and Incentives and to help identify possible SB/DVBE vendors. CMD ADVOCATES: Advocate@cmd.ca.gov.

5. Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. By submitting a bid or proposal, Contractor represents that it is not a target of Economic Sanctions. Should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Contractor’s bid/proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the State.

6. Required Attachments (Attachments 1 – 12):

Attachment 1 – Required Attachment Check List

Bidder's Company Name:

_____

A complete bid or bid package will consist of the items identified below.

	Attachment	Attachment Name/Description
_____	Attachment 1	Required Attachment Checklist
_____	Attachment 2	Bid/Bidder Certification Sheet
_____	Attachment 3	Rate Sheet
_____	Attachment 4	Disabled Veteran Business Enterprise Declarations (DGS PD 843) * https://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/pd_843.pdf
_____	Attachment 5	Bidder Declaration (GSPD-05-105) * https://www.documents.dgs.ca.gov/dgs/fmc/GS/PD/GSPD05-105.pdf
_____	Attachment 6	Darfur Contracting Act Certification
_____	Attachment 7	Iran Contracting Act Verification Form https://www.dgs.ca.gov//-/media/Divisions/PD/PTCS/OPPL/SCM/SCM-Link-Docs/Iran-Contracting-Act.pdf
_____	Attachment 8	Payee Data Record (STD 204) https://www.documents.dgs.ca.gov/dgs/FMC/PDF/Std204.pdf
_____	Attachment 9	Contractor Certification Clauses (CCC 04/2017) https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/CCC-042017.pdf
	Attachment 10	California Civil Rights Laws Attachment * https://www.documents.dgs.ca.gov/dgs/FMC/DGS/OLS004.pdf
_____	Attachment 11	Non-Collusion Affidavit
_____	Additional Required Information:	The Prime Bidder must be either an individual or firm currently licensed to do business in California. 1. The Prime Bidder has a business license or incorporation papers for their respective State showing that their company is in good standing in that state, if the Prime Bidder's base of operation is located outside the State of California. 2. The Prime Bidder and their subcontractors shall possess required license(s) issued by the California Contractors State Licensing Board (CSLB) and be registered with the Department of Industrial Relations (DIR). 3. Prime Bidder shall provide a bid bond with their bid packet.*

* If applicable

Attachment 2 – Bid/Bidder Certification Sheet

This Bid/Bidder Certification Sheet must be signed and returned along with all the "required attachments" as an entire package in duplicate with original signatures/electronic signature. The bid must be transmitted in accordance with IFB instructions.

A. Our all-inclusive bid is submitted as detailed in **Attachment 3, Rate Sheet.**
B. All required attachments are included with this certification sheet.
C. I have read and understand the DVBE participation requirements and have included documentation demonstrating that I have met the participation goals.
D. 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.

An Unsigned Bid/Bidder Certification Sheet May Be Cause for Rejection

1. Company Name	2. Telephone Number ( )	2a. Fax Number ( )
3. Address Email Address		

Indicate your organization type:				
4. ☐ Sole Proprietorship	5. ☐ Partnership	6. ☐ Corporation	6a. ☐ L.L.C. Limited Liability Corporation	

Indicate the applicable employee and/or corporation number:	
7. Federal Employee ID No. (FEIN)	8. California Corporation No.
9. Indicate applicable license and/or certification information:	
10. Bidder's Name (Print)	11. Title
12. Signature	13. Date:
14. Are you certified with the Department of General Services, Office of Small Business and DVBE Certification as:	
California Small Business Enterprise Yes ☐ No ☐ If yes, enter certification number:	Disabled Veteran Business Enterprise Yes ☐ No ☐ If yes, enter certification number:
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:	

Attachment 2 – 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	Must 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 (1) 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 (2) 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 (2) or more persons to carry on, as co-owners, a business for profit.
6, 6a	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. Or a Limited Liability Corporation.
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 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.
10, 11, 12, 13	Must be completed. These items are self-explanatory.
14	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 (1) 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 – Rate Sheet

Contractor agrees to provide to CMD **Building 7020 Renovation** services, as described herein:

Contractor shall provide all materials, labor, bonds, licenses, insurance, equipment, tools, permits, taxes, transportation, and fees to perform the renovation of building 7020.

Description of Services	Total
Building 7020 Renovation (**Base Project** All-inclusive Cost)	$
Total Lump Sum (Written)	

In the event of a discrepancy between the written bid amount and the numerical (dollar) bid amount, the written amount shall govern and be considered the official bid amount.

Submitted by: _____ Date: _____

Contact Name / Title:	
Company Name:	
Company Address:	
Telephone Number:	
Fax Number:	
E-Mail Address:	

The total costs indicated above will be used solely for computing the cost as a fair and equitable formula to determine the low bidder and is not binding on the contracting agency. However, the actual costs quoted above by the bidder shall be binding for the term of the Agreement. Small Business and Disabled Veteran Business Enterprise incentives will also be applied to determine the lowest bid.

Addendum Acknowledgement (Please initial for Addenda published on Cal eProcure)

Addendum #1 _____	Addendum #4 _____	Addendum #7 _____
Addendum #2 _____	Addendum #5 _____	Addendum #8 _____
Addendum #3 _____	Addendum #6 _____	Addendum #9 _____

Failure to acknowledge the published addendum on Cal eProcure may result in the bid being deemed non-responsive.

Attachment 4 – Disabled Veteran Business Enterprise Declarations (DGS PD 843)

Bidders who are disabled veteran (DV) owner(s) and DV manager(s) of a Disabled Veteran Business Enterprise must complete Disabled Veteran Business Enterprise Declarations (DGS PD 843) when a DVBE Contractor or subcontractor will provide materials, supplies, services or equipment and include it with the bid response.

The DGS PD 843 Disabled Veteran Business Enterprise Declarations form can be found at:
https://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/pd_843.pdf

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Attachment 5 – Bidder Declaration Form (GSPD-05-105)

All bidders must complete the Bidder Declaration Form (GSPD-05-105) and include it with the bid response.

The Bidder Declaration Form can be found at:
https://www.documents.dgs.ca.gov/dgs/fmc/GS/PD/GSPD05-105.pdf

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Attachment 6 – Darfur Contracting Act Certification

Pursuant to Public Contract Code section 10478, if a bidder or proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must certify that it is not a "scrutinized" company as defined in Public Contract Code section 10476.

Therefore, to be eligible to submit a bid or proposal, please complete only **one** of the following three paragraphs (via initials for Paragraph # 1 or Paragraph # 2, or via initials and certification for Paragraph # 3):

1. _____ Initials — We do not currently have, or we have not had within the previous three years, business activities or other operations outside of the United States.

OR

2. _____ Initials — We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

OR

3. _____ Initials + certification below — We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we certify below that we are not a scrutinized company as defined in Public Contract Code section 10476.

CERTIFICATION For# 3.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer/bidder to the clause listed above in # 3. This certification is made under the laws of the State of California.

Proposer/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County and State of*

YOUR BID OR PROPOSAL WILL BE DISQUALIFIED UNLESS YOUR BID OR PROPOSAL INCLUDES THIS FORM WITH EITHER PARAGRAPH # 1 OR# 2 INITIALED OR PARAGRAPH# 3 INITIALED AND CERTIFIED.

Attachment 7 – Iran Contracting Act Verification Form

Bidders must complete the Iran Contracting Act Verification Form Attachment and include it with the bid response.

The Iran Contracting Act Verification Form Attachment is available at the following website:
https://www.dgs.ca.gov//-/media/Divisions/PD/PTCS/OPPL/SCM/SCM-Link-Docs/Iran-Contracting-Act.pdf

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Attachment 8 – Payee Data Record (STD 204)

All bidders must complete the Payee Data Record (STD 204) and include it with the bid response.

The Payee Data Record (STD 204) is available at the following website:
https://www.documents.dgs.ca.gov/dgs/FMC/PDF/Std204.pdf

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Attachment 9 – Contractor Certification Clauses (CCC 04/2017)

All bidders must complete the Contractor Certification Clauses form (CCC 04/2017) and include it with the bid response.

The Contractor Certification Clauses Form (CCC 04/2017) is available at the following website: https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/CCC-042017.pdf

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Attachment 10 – California Civil Rights Laws Attachment

All bidders must complete the California Civil Rights Laws Attachment and include it with the bid response.

The California Civil Rights Laws Attachment is available at the following website:
https://www.documents.dgs.ca.gov/dgs/FMC/DGS/OLS004.pdf

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Attachment 11 – Non-Collusion Affidavit

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID FOR PUBLIC WORKS

STATE OF CALIFORNIA

County of_____

The undersigned declares:

I am the _____of_____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____, at _____, ____.
Date City State

_____
Signature of Bidder

Attachment 12 – Sample Standard Agreement

Reset Form | Print Form | **SCO ID:** 8940-XXXXX

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
XXXXX	MIL - 8940

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

CONTRACTING AGENCY NAME
California Military Department

CONTRACTOR NAME

2. The term of this Agreement is:

START DATE
Month XX, 20XX

THROUGH END DATE
Month XX, 20XX

3. The maximum amount of this Agreement is:
Written Amount ($XXX,XXX.XX)

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.

Exhibits	Title	Pages
Exhibit A	Scope of Work	XX
Exhibit B	Budget Detail and Payment Provisions	XX
Exhibit C *	General Terms and Conditions (02/2025)	*
+ - Exhibit D	General Conditions of Public Works Contract	XX
+ - Exhibit E	Special Contract Provisions	XX
+ - Exhibit F	Insurance Liability Section	XX
+ - Attachment 1	Project Manual	XX
+ - Attachment 2	Plans/Drawings	XX
+ - Attachment 3	Rate Sheet	XX
+ - Attachment 4	Bidder Declaration Form (GSPD-05-105)	XX

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP

PRINTED NAME OF PERSON SIGNING	TITLE

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

MILITARY DEPARTMENT
OFFICE OF THE ADJUTANT GENERAL
10601 Bear Hollow Drive
Rancho Cordova, California 95670

SCOPE OF WORK
BUILDING 7020 RENOVATION
CAMP ROBERTS, CA
09 OCTOBER 2025

SCOPE OF WORK: Work will consist of furnishing notifications, fees, labor, materials, permits, disposal needs, equipment, and warranties. The project is for the renovation of Building 7020 at Camp San Luis Obispo, CA. All work shall be completed in substantial conformance to the contract documents which include, but are not limited to, the plans, specifications, and design report associated with the work.

Building 7020, located on Utah Avenue between Avenue 21 and Texas Avenue, is an existing single-story wood framed building with office and open storage space that will be used for fire station administrative space. Building 7020 is currently not being used due to the failing condition of the building and needs to be repaired. The intent is to complete a renovation of the building that includes, but is not limited to, interior/exterior lead and asbestos abatement/encapsulation, new siding and trim, replacement of all doors and windows, exterior painting, concrete landings, sidewalks and ramps with handrails and guard rails, grubbing and grading for drainage away from building using 3/4” rock, replacement of roof with a new standing seam metal roof, fascia, rain gutters and down spouts. Interior renovation includes insulation in all walls and attic, new electrical branch circuits and electrical panel, new LED light fixtures with motion sensors, new data/com system, finished gypsum board on walls and ceilings, wood baseboard and chair rails, paint, new restroom finishes and accessories, new fire protection, plumbing, and heating, ventilation and air conditioning systems.

Contractor will have 365 Calendar Days to complete the project.

All work shall be complete and ready for final inspection no later than 6 weeks prior to the contract end date. This will allow for a through final inspection, creation of punch list items, and adequate time to address punch list items. All pre-construction submittals will be provided for review no later than 30 days following the contract start date. No work may begin before acceptance of pre-construction submittals. Bidding of this scope shall include prevailing wages, payment and performance bond. Contractor shall coordinate all work with and communicate directly with the Contract Manager (CM) throughout the duration of the project.

An approved Safety Plan and appointment letters for Site Superintendent, Quality Control and Site Safety Officer are required as submittals. Material submittals for all materials are required. Site Superintendent and Safety Officer or an approved alternate are required to be on site at all times that work is being performed. Contractor will follow CAL OSHA for safety and health standards.

All work shall comply with trade standards local, State of California, and federal regulations. Project will also comply with applicable UBC/CBC codes and UFCs. The following UFC’s listed below will be followed:

- UFC 1-200-01 DoD Building Code
- UFC 3-101-01 Architecture
- UFC 3-110-03 Roofing
- UFC 3-190-06 Protective Coatings and Paints
- UFC 3-201-01 Civil Engineering
- UFC 3-220-01 Geotechnical Engineering
- UFC 3-240-01 (2020 Aug) Wastewater Collection and Treatment
- UFC 3-250-01 Pavement Design for Roads and Parking Areas
- UFC 3-260-01 Airfield and Heliport Planning and Design

- UFC 3-260-02 (2001 Jun) Pavement Design for Airfields
- UFC 3-301-01 Structural Engineering
- UFC 3-401-01 Mechanical Engineering
- UFC 3-420-01 Plumbing Systems
- UFC 3-420-02FA Compressed Air
- UFC 3-501-01 Electrical Engineering
- UFC 3-530-01 Interior and Exterior Lighting Systems and Controls
- UFC 4-022-03 Security Fences and Gates
- UFC 4-211-02 Aircraft Corrosion C

1. BACKGROUND: Camp Roberts is an operating military Installation that meets Department of Defense (DoD) standards to provide support and training facilities for military units and other Federal, State and Local organizations, to include emergency operations.

2. LOCATION: Building 7020, Camp Roberts, CA 93451.

3. PRINCIPLE FEATURES: The work to be performed will include the following items:

3.1 <u>DEMOLITION</u>

3.1.1 Remove and dispose of all vegetation, waste, and debris. All materials shall be disposed of, off the installation at the contractor's expense.

3.1.2 Electrical, water, gas and communication services to the affected portions of the site should be de-energized, as needed, and made safe in accordance with all Federal, State and Local regulations. Contractor shall provide temporary power as needed. Contractor shall work with the CM and the Directorate of Public Works (DPW) to identify service disconnect locations.

3.1.3 Unless noted otherwise, Contractor shall dispose of all removed items in accordance with contract documents and all Federal, State and Local regulations.

3.1.4 Unless otherwise noted, Contractor shall remove, relocate, demolish, and/or dispose of all materials, structures, finishes, and landscaping required to complete the installation, repair, renovation, and/or improvements noted in the plans and specifications. Contractor shall replace all removed items in accordance with the plans and specifications. This requirement persists regardless of whether the item(s) are specifically annotated on the drawings.

3.1.5 All demolition and construction wastes will be transported off post to a certified 50% recycling wastes facility. Provide the government copies of weigh master receipts identifying type of waste disposed and recycled. Provide an estimate of weight or volume of concrete for recycling purposes.

3.2 <u>BUILD BACK</u>

3.2.1 The Contractor shall include all work required to comply with all applicable codes and standards.

3.2.2 All work shall be of good quality, free from defects, and in accordance with the requirements of the contract documents.

3.2.3 The Contractor shall become fully acquainted with conditions related to the work. Any discrepancies between the drawings and the actual conditions shall be reported to the CM for resolution prior to proceeding with the work.

3.2.4 The Contractor will complete repairs to Building 7020 in accordance with the plans and

specifications.

3.3 CLOSE OUT AND WARRANTY

3.3.1 Close out packet shall include a One (1) year warranty guaranteeing all work completed to include all framing, siding, roofing, insulation, finish work, asphalt work, concrete work, electrical/lighting, mechanical work, piping, and all underground work.

4. GENERAL NOTES:

4.1.1 Per "The Federal Facilities Act 1992" the contracted work shall conform to the applicable local building codes, and ordinances, and regulations listed in the contract specifications, or on the contract drawings (plans), and required by the local building authorities.

4.1.2 The governing codes, rules, and regulations are collectively referred to as "The Codes". The contractor shall report any inconsistencies, conflicts, or omissions that may be discovered, to the CM for interpretation prior to performing the work.

4.1.3 Contractor shall be responsible for becoming familiar with all surface utilities, pipes and structures, within the limits of construction. Contractor shall take sole responsibility for cost incurred due to damage and replacement of said utilities.

4.1.4 The Contractor shall field verify all conditions and dimensions of the job site and report all discrepancies and/or unusual conditions to the CM prior to submitting a finalized bid.

4.1.5 The Contractor must obtain all required permits, bonds, special inspections and tests from the governing authorities as required prior to the start of construction, unless noted otherwise. This shall include all fees. The Contractor shall and comply with governing authorities' requirements for construction and inspections. This project will be performed on Government property and prevailing wages apply.

4.1.6 The Contractor shall provide a named Field Superintendent and a list of all subcontractors to be used and submit the list to the CM within Ten (10) working days upon award of the contract.

4.1.7 The assigned Field Superintendent shall be present whenever scheduled work is to occur.

4.1.8 Neither the named Field Superintendent nor subcontractors may be changed without justification and written approval by the Contract Manager.

4.1.9 Prior to the beginning work, the Contractor shall ensure they are registered with California Department of Industrial Relations.

4.1.10 The Contractor shall notify the CM in writing at least Ten (10) working days in advance of anticipated mobilization. The Contractor shall include with the notification the prospective construction schedule notating keystone events and critical path.

4.1.11 If temporary services including barricade construction, power lighting, and traffic control are needed, the Contractor shall coordinate Ten (10) working days prior to their installation and use with the CM. The contractor shall remove temporary services prior to end of contract and clean space as specified in the project.

4.1.12 The Contractor shall not willfully proceed with construction as designed when it is obvious that unknown obstructions and/or grade differences exist that may not have been known during design.

4.1.12A Such conditions shall be immediately brought to the attention of the Contract Manager.

4.1.12B The Contractor shall assume full responsibility for all revisions due to a failure to give notification.

4.1.13 The Contractor shall maintain required documents and up-to-date contract documents at job site.

4.1.14 The Contractor shall assume sole and complete responsibility for job site condition during the course of this project including the safety of all personnel and properties.

4.1.14A This requirement shall apply continuously and not to be limited to normal work hours.

4.1.15 The contractor shall provide public protection as necessary and required by governing agencies. (ADA, ICBO, UBC, UFC, UMC, UPC, NEC & NFPA)

4.1.16 The Contract Manager, Assistant Contract Manager, DPW and inspectors from pertinent agencies will always be permitted access to the job site during normal working hours.

4.1.17 Details are intended to show the intent of the design. Minor modification may be required to suit the field dimensions or conditions, and such modifications shall be included as part of the work of the contract. Provide written notification to the CM when such minor modifications are required.

4.1.18 The Contractor shall maintain handbook, operating manuals, paperwork, and keys in an organized manner and within a safe place. Keys shall be properly tagged for the prospected locations if applicable.

4.1.18A These shall be turned over to the CM along with certificate of occupancy, lien waivers, warranties, and guarantees upon completion of said contract.

4.1.19 The Contractor will notify the CM in writing of anticipated final inspection date Five (5) working days in advance of the inspection date.

5. QUALIFICATIONS:

5.1.1 Contractor/Applicator: Company specializing in performing the work, will have minimum five years documented experience.

5.1.2 Certification shall be presented with the contractor's bid package.

5.1.3 Failure to provide this certification at the time of the bid opening may be grounds for bid rejection.

5.1.4 Provide a work-in-progress inspection at beginning of work, 50%, and at completion of the work.

5.1.5 Promptly conduct a final inspection to certify that materials installed comply in all respects with the requirements of the contract documents and were installed in strict accordance with manufacturer's current requirements for the specified system.

6. SUBMITTALS:

6.1.1 The Contractor shall submit for approval all necessary residual equipment for the operation of the completed project, after award of contract, including all manufacturer's catalogs and specifications to the Contract Manager.

6.1.2 Submit product data for all materials used in the work for this project Thirty (30) working days prior to the beginning of work.

7. MATERIALS/EQUIPMENT:

7.1.1 Unless otherwise specified all materials and equipment used will be as specified in this scope of work and on the contract documents and follow the Made in America Act.

7.1.2 All materials shall be new and equipment in use for this contract shall be in good & safe working order.

7.1.3 Unless noted otherwise on the construction documents as being N.I.C. or existing; all items, materials, etc., and the installation of same are part of the contract defined by the construction documents.

7.1.4 The Government is generally not able to specify a specific make/brand/model of parts, materials or equipment. Where specific items are noted on the plans, they are shown to indicate the Governments basis for the design. These items frequently change or are discontinued, so they may not be suitable or available at the time of construction. The Contractor is responsible for providing parts, materials or equipment that is equal or better to the item specified, and complies with the requirements of the contract documents.

8. PRE-CONSTRUCTION CONFERENCE:

8.1.1 Convene a pre-construction conference at least Five (5) working days prior to commencement of work.

8.1.2 Review requirements for preparation and installation procedures, coordinating and scheduling required with related work and conditions that could possibly interfere with successful performance of the work.

9. HOURS OF OPERATION:

9.1.1 All work to be provided under this contract shall be normally accomplished between 7:00 AM and 5:00 PM, Monday through Friday, except on holidays, unless otherwise approved by DPW.

9.1.2 A Job Start Meeting shall commence within Ten (10) days of receipt of Notice to Proceed.

9.1.2.A In addition all work shall be performed in such a manner that there will be minimum interruption in or interference with the proper execution of Government business.

10. EXECUTION:

10.1.1 Verify that surfaces and site conditions are ready to receive work.

10.1.1.A Verify that the system has been inspected in accordance with intent of contract.

10.1.2 Workmanship:

10.1.2.A All work shall be accomplished with a foreman and laborers who are thoroughly skilled in the application of specified materials and with all workmanship done in such a manner as to fulfill the requirements of the contract documents.

10.1.2.B The contractor shall maintain a competent foreman, English speaking, to continuously supervise the work, with authority to discard unsuitable materials and remove unsatisfactory workmen from the project.

10.1.2.C Certify this requirement to the Contract Manager in writing.

10.1.3 All Finished work of others which is damaged in the execution of work under this contract shall be replaced or restored to the original condition by Contractor at the Contractor's expense.

11. DELIVERY, STORAGE, and HANDLING:

11.1.1 Material shall be delivered to job site in new, dry, manufacturers' original unopened containers with seals and labels intact, clearly showing catalog number, product description approved inspection agency label, where and by whom manufactured and in quantities sufficient to assure continuous work.

11.1.2 Assure that materials are kept clean, and away from excessive heat, cold and moisture; do not remove labels or tear off protective covering until ready for application and inspected by the Inspector of Record. Store materials securely tied and/bound in an enclosed area where temperature is above 50 degrees and below 90 degrees Fahrenheit.

11.1.3 Material shall not be stored directly on the ground or any improved surface.

12. ENVIRONMENTAL REQUIREMENTS:

12.1.1 Do not apply material during unsuitable weather when ambient temperature is below 50 degrees F.

12.1.2 Do not expose materials vulnerable to water or sun damage in quantities greater than can be weatherproofed the same day.

13. COORDINATION:

13.1.1 The Contractor shall be responsible for any coordination with other subcontractors as required to accomplish construction operations.

14. QUALITY ASSURANCE:

14.1.1 Regulatory Requirements:

14.1.1.A Where the cited references contain more than one detail for a specific purpose, the most stringent condition shall govern.

14.1.2 Field inspections will be performed with emphasis on the manufacturer's requirements.

14.1.3 Deficiencies identified during field inspections shall be corrected within Two (2) working days, and will be inspected at Final Inspection.

14.1.4 Notification to all concerned parties must be received not less than One (1) business day prior to required attendance.

15. CLEAN UP:

15.1.1 The contractor shall clean up all debris and discarded materials resulting from the operations of the day, prior to the completion of each workday.

15.1.2 Broom clean exterior surface adjacent to premises (paths and walkways used during construction).

16. DISPOSITION OF MATERIALS:

16.1.1 All materials shall be handled, transported and disposed of in accordance with applicable Federal, State, and Local regulations in proper containers and trucked off-site to an approved landfill. No open burning will be allowed.

16.1.1.A Contractor shall dispose of debris or other waste material away from job site at Contractor's expense and assume total responsibility for proper disposal of all materials in accordance with Federal, State, and Local regulations.

16.1.1.B All materials for building, demolished, and/or removed materials are the owner's property and shall not be removed from the job site, until approval is given by the Contract Manager.

16.1.1.C Debris from project will be removed daily, and at no time allowed to block any thoroughfare. Premises shall be cleaned to satisfaction of the CM.

17. WARRANTIES:

17.1.1 Provide a One (1) year applicator's performance warranty which shall cover workmanship and repair or replacement of same at no cost to the Government.

18. SAFETY REQUIREMENTS:

18.1.1 Accident Prevention:

18.1.1.A To provide safety controls for protection to the life and health of employees and other people, for prevention of damage to property, materials, supplies and equipment, and for avoidance of work interruption of this contract, the contractor shall comply with all applicable OSHA laws.

18.1.2.B The Contractor will maintain and provide an accurate record of exposure data, accidents resulting in death, traumatic injury, occupational disease and damage to property, materials, supplies, and equipment incident to work performed under this contract.

18.1.3.C The Contractor shall provide an exact copy of the record within 24 hours, upon request of the Contract Manager for the length of the contract and its warranty period.

18.1.2 Occupational Safety and Health Administration:

18.1.2A Safety standards set forth by OSHA shall be maintained and followed by the contractor, sub-contractor(s) and work crews at all times.

18.1.3 Fire Prevention:

18.1.3.A Contractor shall comply with the California Fire Code, Current Edition.

18.1.4 Rules of Safety:

18.1.4.A All rules of safety that are, or may be, imposed upon the contractor by Federal, State or Local Codes, EM 385-1-1 US Army Corps of Engineers Safety and Health Requirements, and the applicable Army regulations shall be effectively carried out in the performance of the contract.

18.1.4.B The Contractor shall be responsible for safety precautions during construction.

18.1.4.C Contractor shall comply with all building and safety codes and shall report any non-compliance of these specifications or manufactured installation procedures to Contract Manager prior to beginning work.

18.1.4.D The Contractor shall complete Form 3394 and submit to the Contract Manager within Three (3) calendar days of an accident involving personal injury or property damage.

19. POLLUTION ABATEMENT:

19.1.1 The Contractor shall comply with all Federal, State and Local environmental laws and regulations.

19.1.2 The Contractor shall avoid any disposal practices that will place the Government in a controversial position with Federal, State, and Local environmental agencies.

20. CLOSE OUT & INVOICES:

20.1.1 All invoices must be submitted to the Contract Manager for verification before they can be processed by the Military Department. Contractor can only bill for work that is complete and once a month.

END OF SCOPE

MILITARY DEPARTMENT
OFFICE OF THE ADJUTANT GENERAL
10601 Bear Hollow Drive
Rancho Cordova, California 95670

SCOPE OF WORK
BUILDING 7020 RENOVATION
CAMP ROBERTS, CA
09 OCTOBER 2025

SCOPE OF WORK: Work will consist of furnishing notifications, fees, labor, materials, permits, disposal needs, equipment, and warranties. The project is for the renovation of Building 7020 at Camp Roberts, CA. All work shall be completed in substantial conformance to the contract documents which include, but are not limited to, the plans, specifications, and design report associated with the work.

Building 7020, located on Utah Avenue between Avenue 21 and Texas Avenue, is an existing single-story wood framed building with office and open storage space that will be used for fire station administrative space. Building 7020 is currently not being used due to the failing condition of the building and needs to be repaired. The intent is to complete a renovation of the building that includes, but is not limited to, interior/exterior lead and asbestos abatement/encapsulation, new siding and trim, replacement of all doors and windows, exterior painting, concrete landings, sidewalks and ramps with handrails and guard rails, grubbing and grading for drainage away from building using 3/4” rock, replacement of roof with a new standing seam metal roof, fascia, rain gutters and down spouts. Interior renovation includes insulation in all walls and attic, new electrical branch circuits and electrical panel, new LED light fixtures with motion sensors, new data/com system, finished gypsum board on walls and ceilings, wood baseboard and chair rails, paint, new restroom finishes and accessories, new fire protection, plumbing, and heating, ventilation and air conditioning systems.

Contractor will have 365 Calendar Days to complete the project.

All work shall be complete and ready for final inspection no later than 6 weeks prior to the contract end date. This will allow for a through final inspection, creation of punch list items, and adequate time to address punch list items. All pre-construction submittals will be provided for review no later than 30 days following the contract start date. No work may begin before acceptance of pre-construction submittals. Bidding of this scope shall include prevailing wages, payment and performance bond. Contractor shall coordinate all work with and communicate directly with the Contract Manager (CM) throughout the duration of the project.

An approved Safety Plan and appointment letters for Site Superintendent, Quality Control and Site Safety Officer are required as submittals. Material submittals for all materials are required. Site Superintendent and Safety Officer or an approved alternate are required to be on site at all times that work is being performed. Contractor will follow CAL OSHA for safety and health standards.

All work shall comply with trade standards local, State of California, and federal regulations. Project will also comply with applicable UBC/CBC codes and UFCs. The following UFC’s listed below will be followed:

- UFC 1-200-01 DoD Building Code
- UFC 3-101-01 Architecture
- UFC 3-110-03 Roofing
- UFC 3-190-06 Protective Coatings and Paints
- UFC 3-201-01 Civil Engineering
- UFC 3-220-01 Geotechnical Engineering
- UFC 3-240-01 (2020 Aug) Wastewater Collection and Treatment
- UFC 3-250-01 Pavement Design for Roads and Parking Areas
- UFC 3-260-01 Airfield and Heliport Planning and Design

- UFC 3-260-02 (2001 Jun) Pavement Design for Airfields
- UFC 3-301-01 Structural Engineering
- UFC 3-401-01 Mechanical Engineering
- UFC 3-420-01 Plumbing Systems
- UFC 3-420-02FA Compressed Air
- UFC 3-501-01 Electrical Engineering
- UFC 3-530-01 Interior and Exterior Lighting Systems and Controls
- UFC 4-022-03 Security Fences and Gates
- UFC 4-211-02 Aircraft Corrosion C

1. BACKGROUND: Camp Roberts is an operating military Installation that meets Department of Defense (DoD) standards to provide support and training facilities for military units and other Federal, State and Local organizations, to include emergency operations.

2. LOCATION: Building 7020, Camp Roberts, CA 93451.

3. PRINCIPLE FEATURES: The work to be performed will include the following items:

3.1 <u>DEMOLITION</u>

3.1.1 Remove and dispose of all vegetation, waste, and debris. All materials shall be disposed of, off the installation at the contractor's expense.

3.1.2 Electrical, water, gas and communication services to the affected portions of the site should be de-energized, as needed, and made safe in accordance with all Federal, State and Local regulations. Contractor shall provide temporary power as needed. Contractor shall work with the CM and the Directorate of Public Works (DPW) to identify service disconnect locations.

3.1.3 Unless noted otherwise, Contractor shall dispose of all removed items in accordance with contract documents and all Federal, State and Local regulations.

3.1.4 Unless otherwise noted, Contractor shall remove, relocate, demolish, and/or dispose of all materials, structures, finishes, and landscaping required to complete the installation, repair, renovation, and/or improvements noted in the plans and specifications. Contractor shall replace all removed items in accordance with the plans and specifications. This requirement persists regardless of whether the item(s) are specifically annotated on the drawings.

3.1.5 All demolition and construction wastes will be transported off post to a certified 50% recycling wastes facility. Provide the government copies of weigh master receipts identifying type of waste disposed and recycled. Provide an estimate of weight or volume of concrete for recycling purposes.

3.2 <u>BUILD BACK</u>

3.2.1 The Contractor shall include all work required to comply with all applicable codes and standards.

3.2.2 All work shall be of good quality, free from defects, and in accordance with the requirements of the contract documents.

3.2.3 The Contractor shall become fully acquainted with conditions related to the work. Any discrepancies between the drawings and the actual conditions shall be reported to the CM for resolution prior to proceeding with the work.

3.2.4 The Contractor will complete repairs to Building 7020 in accordance with the plans and

specifications.

3.3 CLOSE OUT AND WARRANTY

3.3.1 Close out packet shall include a One (1) year warranty guaranteeing all work completed to include all framing, siding, roofing, insulation, finish work, asphalt work, concrete work, electrical/lighting, mechanical work, piping, and all underground work.

4. GENERAL NOTES:

4.1.1 Per "The Federal Facilities Act 1992" the contracted work shall conform to the applicable local building codes, and ordinances, and regulations listed in the contract specifications, or on the contract drawings (plans), and required by the local building authorities.

4.1.2 The governing codes, rules, and regulations are collectively referred to as "The Codes". The contractor shall report any inconsistencies, conflicts, or omissions that may be discovered, to the CM for interpretation prior to performing the work.

4.1.3 Contractor shall be responsible for becoming familiar with all surface utilities, pipes and structures, within the limits of construction. Contractor shall take sole responsibility for cost incurred due to damage and replacement of said utilities.

4.1.4 The Contractor shall field verify all conditions and dimensions of the job site and report all discrepancies and/or unusual conditions to the CM prior to submitting a finalized bid.

4.1.5 The Contractor must obtain all required permits, bonds, special inspections and tests from the governing authorities as required prior to the start of construction, unless noted otherwise. This shall include all fees. The Contractor shall and comply with governing authorities' requirements for construction and inspections. This project will be performed on Government property and prevailing wages apply.

4.1.6 The Contractor shall provide a named Field Superintendent and a list of all subcontractors to be used and submit the list to the CM within Ten (10) working days upon award of the contract.

4.1.7 The assigned Field Superintendent shall be present whenever scheduled work is to occur.

4.1.8 Neither the named Field Superintendent nor subcontractors may be changed without justification and written approval by the Contract Manager.

4.1.9 Prior to the beginning work, the Contractor shall ensure they are registered with California Department of Industrial Relations.

4.1.10 The Contractor shall notify the CM in writing at least Ten (10) working days in advance of anticipated mobilization. The Contractor shall include with the notification the prospective construction schedule notating keystone events and critical path.

4.1.11 If temporary services including barricade construction, power lighting, and traffic control are needed, the Contractor shall coordinate Ten (10) working days prior to their installation and use with the CM. The contractor shall remove temporary services prior to end of contract and clean space as specified in the project.

4.1.12 The Contractor shall not willfully proceed with construction as designed when it is obvious that unknown obstructions and/or grade differences exist that may not have been known during design.

4.1.12A Such conditions shall be immediately brought to the attention of the Contract Manager.

4.1.12B The Contractor shall assume full responsibility for all revisions due to a failure to give notification.

4.1.13 The Contractor shall maintain required documents and up-to-date contract documents at job site.

4.1.14 The Contractor shall assume sole and complete responsibility for job site condition during the course of this project including the safety of all personnel and properties.

4.1.14A This requirement shall apply continuously and not to be limited to normal work hours.

4.1.15 The contractor shall provide public protection as necessary and required by governing agencies. (ADA, ICBO, UBC, UFC, UMC, UPC, NEC & NFPA)

4.1.16 The Contract Manager, Assistant Contract Manager, DPW and inspectors from pertinent agencies will always be permitted access to the job site during normal working hours.

4.1.17 Details are intended to show the intent of the design. Minor modification may be required to suit the field dimensions or conditions, and such modifications shall be included as part of the work of the contract. Provide written notification to the CM when such minor modifications are required.

4.1.18 The Contractor shall maintain handbook, operating manuals, paperwork, and keys in an organized manner and within a safe place. Keys shall be properly tagged for the prospected locations if applicable.

4.1.18A These shall be turned over to the CM along with certificate of occupancy, lien waivers, warranties, and guarantees upon completion of said contract.

4.1.19 The Contractor will notify the CM in writing of anticipated final inspection date Five (5) working days in advance of the inspection date.

5. QUALIFICATIONS:

5.1.1 Contractor/Applicator: Company specializing in performing the work, will have minimum five years documented experience.

5.1.2 Certification shall be presented with the contractor's bid package.

5.1.3 Failure to provide this certification at the time of the bid opening may be grounds for bid rejection.

5.1.4 Provide a work-in-progress inspection at beginning of work, 50%, and at completion of the work.

5.1.5 Promptly conduct a final inspection to certify that materials installed comply in all respects with the requirements of the contract documents and were installed in strict accordance with manufacturer's current requirements for the specified system.

6. SUBMITTALS:

6.1.1 The Contractor shall submit for approval all necessary residual equipment for the operation of the completed project, after award of contract, including all manufacturer's catalogs and specifications to the Contract Manager.

6.1.2 Submit product data for all materials used in the work for this project Thirty (30) working days prior to the beginning of work.

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11.1.2 Assure that materials are kept clean, and away from excessive heat, cold and moisture; do not remove labels or tear off protective covering until ready for application and inspected by the Inspector of Record. Store materials securely tied and/bound in an enclosed area where temperature is above 50 degrees and below 90 degrees Fahrenheit.

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15.1.1 The contractor shall clean up all debris and discarded materials resulting from the operations of the day, prior to the completion of each workday.

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16.1.1.A Contractor shall dispose of debris or other waste material away from job site at Contractor's expense and assume total responsibility for proper disposal of all materials in accordance with Federal, State, and Local regulations.

16.1.1.B All materials for building, demolished, and/or removed materials are the owner's property and shall not be removed from the job site, until approval is given by the Contract Manager.

16.1.1.C Debris from project will be removed daily, and at no time allowed to block any thoroughfare. Premises shall be cleaned to satisfaction of the CM.

17. WARRANTIES:

17.1.1 Provide a One (1) year applicator's performance warranty which shall cover workmanship and repair or replacement of same at no cost to the Government.

18. SAFETY REQUIREMENTS:

18.1.1 Accident Prevention:

18.1.1.A To provide safety controls for protection to the life and health of employees and other people, for prevention of damage to property, materials, supplies and equipment, and for avoidance of work interruption of this contract, the contractor shall comply with all applicable OSHA laws.

18.1.2.B The Contractor will maintain and provide an accurate record of exposure data, accidents resulting in death, traumatic injury, occupational disease and damage to property, materials, supplies, and equipment incident to work performed under this contract.

18.1.3.C The Contractor shall provide an exact copy of the record within 24 hours, upon request of the Contract Manager for the length of the contract and its warranty period.

18.1.2 Occupational Safety and Health Administration:

18.1.2A Safety standards set forth by OSHA shall be maintained and followed by the contractor, sub-contractor(s) and work crews at all times.

18.1.3 Fire Prevention:

18.1.3.A Contractor shall comply with the California Fire Code, Current Edition.

18.1.4 Rules of Safety:

18.1.4.A All rules of safety that are, or may be, imposed upon the contractor by Federal, State or Local Codes, EM 385-1-1 US Army Corps of Engineers Safety and Health Requirements, and the applicable Army regulations shall be effectively carried out in the performance of the contract.

18.1.4.B The Contractor shall be responsible for safety precautions during construction.

18.1.4.C Contractor shall comply with all building and safety codes and shall report any non-compliance of these specifications or manufactured installation procedures to Contract Manager prior to beginning work.

18.1.4.D The Contractor shall complete Form 3394 and submit to the Contract Manager within Three (3) calendar days of an accident involving personal injury or property damage.

19. POLLUTION ABATEMENT:

19.1.1 The Contractor shall comply with all Federal, State and Local environmental laws and regulations.

19.1.2 The Contractor shall avoid any disposal practices that will place the Government in a controversial position with Federal, State, and Local environmental agencies.

20. CLOSE OUT & INVOICES:

20.1.1 All invoices must be submitted to the Contract Manager for verification before they can be processed by the Military Department. Contractor can only bill for work that is complete and once a month.

END OF SCOPE

EXHIBIT B
(Budget Detail and Payment Provisions)

1. INVOICING AND PAYMENT

a. For services satisfactorily completed in accordance with the terms and conditions stated herein, and upon receipt and approval of the invoice(s), the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the specified as follows: attached hereto as Attachment 3 – Rate Sheet and made a part of this Agreement.

b. Contractor shall submit, in arrears, not more frequently than once a month, and no less than quarterly, an invoice to CMD for cost incurred pursuant to the agreement. In addition, each invoice shall contain the following information:

c. Each Invoice shall include:
   i. The agreement number 130534
   ii. The dates or time-period which the invoiced costs were incurred.
   iii. Description of service, quantity, rate, and total for the current invoice.
   iv. Certified Small Business or DVBE #, if applicable.

d. Invoice(s) shall be submitted electronically to J8-PWR@cmd.ca.gov.

e. Contractor shall submit a copy of the Prime Contractor's **DVBE Subcontracting Report form (STD 817)** for verification by CMD Project Manager with final invoice.

f. Contractor agrees to certify on Prime Contractor's Certification DVBE Subcontractor Report, Form STD 817, that DVBE subcontractor participation under this agreement is in compliance with the goals specified at the time of award of contract or with any subsequent amendment. If for this Contract the Contractor made a commitment to achieve the DVBE participation goal, the Department will withhold $10,000.00 from the final payment, or the full final payment if less than $10,000.00, until the Contractor complies with the certification requirements of Military and Veterans Code Section 999.5. A Contractor that fails to comply with the certification requirement shall, after notice, be allowed to cure the defect. Notwithstanding any other law, if, after at least 15 calendar days but not more than 30 calendar days from the date of notice, the prime contractor refuses to comply with the certification requirements, the department shall permanently deduct $10,000.00 from the final payment, or the full payment if less than $10,000.00. The Contractor shall provide proof of payment for the work performed by the DVBE subcontractor(s) upon Department's request.

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 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.

3. CONTRACTS FUNDED IN WHOLE/IN PART BY THE FEDERAL GOVERNMENT

a. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the contract were executed after that determination was made.

b. This contract is valid and enforceable only if sufficient funds are made available to the State by the United Stated Government for each Fiscal Year of the agreement for the purposes of this program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms, or funding of this contract in any manner.

c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.

d. The department has the option to void the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction of funds.

4. PROMPT PAYMENT CLAUSE

a. Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

b. Pursuant to Public Contract Code Section 10262, Contractor shall pay its Subcontractor(s) within seven (7) calendar days from receipt of each payment made to Contractor by CMD.

c. Failure of Contractor adhering to Public Contract Code Section 10262 may result in termination of this Agreement per Public Contract Code Section 10253 and disciplinary action by the Contractors State License Board may be implemented.

d. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this clause.

END OF EXHIBIT B

EXHIBIT D
(General Conditions of Public Works Contract)

1. GENERAL

The following general conditions apply to Standard Agreements and informal Contracts alike. They refer briefly to provisions of the State of California Labor Code, Business and Professions Code, and the State Contract Act, all provisions of which are applicable in full.

2. BIDDING REQUIREMENTS AND CONDITIONS

a. Examination of Plans, Specifications and Site of the Work:

   i. Contractor's Responsibility: The bidder shall carefully examine the work site and the plans and specifications. The bidder shall investigate and become satisfied with the site conditions to be encountered, the character, quality and quantity of surface, and subsurface materials or other obstacles to be overcome, the work to be performed, materials to be furnished, and as to all requirements of the proposal, plans, and specifications of the contract hereinafter referred to as the “Work”.

   ii. Responsibility for Utilities: The Contractor shall be responsible for payment of all costs of the work required by the existence or proximity of utilities encountered in performing the work, including without limitation, repair of any damage hand or exploratory excavation required. If during the course of the work the Contractor encounters utility installations which are not shown or indicated in the plans or in the specifications, or which are found in a location substantially different from that shown in the contract documents, the contractor must promptly notify the State in writing.

b. Discrepancies or Errors: If omissions or discrepancies are found in the plan and specifications prior to the date of bid opening, bidders are required to submit a written request for clarification to the State. Any clarification will be given in the form of addendum to all bidders if time permits. Otherwise, in figuring the work, bidders shall consider that any discrepancies or conflict between drawings and specifications shall be governed by Article 5-E.

c. Proposal Forms: The Military Department will furnish to each bidder a standard proposal form (rate sheet) which, when filled out and executed, shall be submitted as the bid. Bids not presented on forms so furnished may be disregarded. All proposals shall give the prices proposed, both in writing and figures, and shall be signed by the bidder or a duly authorized representative, with his address. Proposals made by an individual, shall include the bidder's name and post office/mailing address; if made by partnership, the name and post office/mailing address of the partnership, and the signature of one or more partners must be shown: if made by a corporation, the proposal shall show the name of the state of incorporation, the name of the corporation and the title of the person who signs on behalf of the corporation along with evidence of authority to sign.

d. List of Subcontractors: Each bid shall have listed therein the name and address of each subcontractor to whom the bidder proposes to subcontract portions of the work in an amount in excess of one-half of one percent (1/2 of 1%) of the total bid, in accordance with Chapter 2, Division 5, Title 1, of the Government Code.

e. Rejection of Irregular Proposals: Proposals may be rejected if they show any alterations of form, additions not called for, conditional bids, incomplete bids, erasures, or irregularities of any kind.

f. Withdrawal of Proposals: Any bid may be withdrawn at any time prior to the time fixed in the public notice for the opening of bids, provided that a request in writing, executed by the bidder or his

duly authorized representative, for the withdrawal of such bid is filed with the Military Department by e-mail. The withdrawal of a bid shall not prejudice the right of a bidder to file a new bid within the time specified. This article does not authorize the withdrawal of any bid after the time fixed in the public notice for the opening of bids.

g. Public Opening of Proposals: Proposals will be opened publicly and read at the time and place indicated in the Invitation for Bidders. Bidders or their authorized agents and the general public are invited to be present.

h. Competitive Bidding:

   i. If more than one proposal is offered by an individual, partnership, corporation, association, or any combination thereof, under the same or different names, all such proposals may be rejected. A party who has quoted prices on materials or work to a bidder as a supplier or subcontractor is not thereby disqualified from quoting prices to other bidders.

   ii. All bidders are put on notice that any collusive agreement fixing the prices to be bid so as to control or affect the awarding of this contract is in violation of the competitive bidding requirements of the State Contract Act and may render void any contract let under such circumstances.

3. AWARDS AND EXECUTION OF CONTRACT

a. Award of Contract: The right is reserved to reject any and all proposals. The award of the contract, if awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed. If the lowest responsible bidder refuses or fails to execute the contract, the Military Department may award the contract to the second lowest responsible bidder. If the second lowest responsible bidder refuses or fails to execute the contract, the Military Department may award the contract to the third lowest responsible bidder and so on and so forth. The Military Department will make the award of the contract on the date of the determination of the successful bidder.

b. Contract Bonds:

   i. Prior to the commencement of performance, the contractor must obtain and provide to the State, a payment bond, on Standard Form 807, when the contract involves a public works expenditure (labor/installation costs) in excess of $24,999.99. Such bond shall be in a sum not less than one hundred percent (100%) of the contract price. Forms shall be provided to the contractor. The contractor shall ensure the payment bond remains in full force and effect during execution of the contracted work, the guarantee period and through such time that all subcontractors and suppliers are paid in full by the contractor.

   ii. If the contract amount is less than $25,000.00, and a subsequent change order or contract amendment causes the total amount of the contract to exceed $24,999.99 then a payment bond will be required in the amount of one hundred percent (100%) of the new contract total amount.

   iii. If the contract amount exceeds $9,999.99 and progress payments will be made, a performance bond in the amount of 100% of the contract amount must be submitted by the successful bidder at the time signed contracts are returned to the Military Department. The contractor shall ensure the performance bond remains in full force and effect during execution of the contracted work and guarantee period.

iv. If the proposed bid amount exceeds $24,999.99, the contractor must submit a bid bond in the amount of at least 10% of the bid amount with the Proposal Form utilizing a bond form provided by the Surety.

v. Bonds must be issued by a California-admitted surety. (CCP § 995.311.)

c. Execution of Contract:

i. The contract shall be signed by the successful bidder and returned within 10 business days of receipt, not including Saturdays, Sundays, and legal holidays, together with the contract bonds. No contract shall be binding upon the State until the contractor receives a fully executed contract signed and approved by the Military Department.

ii. Contractor shall not begin work without the Notice to Proceed. If the contractor begins work prior to contract approval and receipt of the "Notice to Proceed", the contractor's sole remedy shall be to seek payment by filing with the Victim Compensation Board. The state has no legal obligation to the contractor until the contract is approved and "Notice to Proceed" has been issued.

d. Failure to Execute Contract: Failure to sign a contract and file acceptable bonds as provided herein within the required time mentioned above in paragraph C-1, shall be just cause for the annulment of the award. If the successful bidder refuses or fails to sign the contract, the Military Department may award the contract to second lowest responsible bidder. If the second lowest responsible bidder refuses or fails to execute the contract, the Military Department may award the contract to the third lowest bidder. Bidder who refuses to execute the contract may be held liable for additional costs to the State and/or claims against any bid bond.

e. When submittals are required for a project, the Government shall absorb the cost of review for the original submittal request and one re-submission for each submittal. For any additional reviews the contractor will be charged for the Project Manager's and Architect/Engineer's review time at a cost of $100.00 per hour. Payment will be due as determined in the sole discretion by the Procurement and Contracting Officer and will not be prorated in less than one-hour increments.

f. When Request for Information (RFI)s are submitted on a project, the Government shall absorb the cost of review for the original RFI and one clarification. For any additional RFIs regarding the same or similar issue, the contractor will be charged for the Project Manager's and Architect/Engineer's review time at a cost of $100.00 per hour. Payment will be due as determined in the sole discretion by the Procurement and Contracting Officer and will not be prorated in less than one-hour increments.

g. Americans With Disabilities Act (ADA): By signing the contract, the Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

4. LEGAL, RELATIONS, AND RESPONSIBILITY

a. Regulations and Protection:

i. The contractor shall keep informed of and comply with and cause all of his agents and employees to observe and comply with all prevailing Federal and State laws, and all rules and regulations issued made pursuant to said Federal and State laws, which in any way affect the conduct of the work of this contract.

ii. The contractor shall obtain and pay for all permits and licenses required for excavating or other work on or in public streets, road or sidewalks, and shall comply with all laws in connection therewith. If any conflict arises between provisions of the plans and specifications and any such law the contractor shall notify the State at once in writing. The contractor shall protect and indemnity and defend the State or any of its officers, agents, and servants against any claim or liability arising from or based on the violation of any such law or regulation by the contractor or its agents or employees.

iii. Neither the State nor the contractor is subject to municipal, county, or district laws, rules or regulations pertaining to building permits or regulating the design or construction of buildings upon State property.

iv. The contractor shall be responsible for and provide and maintain all proper temporary walks, roads, guards, railings, lights, warning signs, and take precaution at all times to avoid injury or damage to any person or any property, and upon completion of the work, or at proper times as directed by the PM, shall restore the premises and adjacent property to proper condition.

v. The contractor shall protect adjoining property and nearby buildings, including State buildings, State roads, and public streets or roads, from dust, dirt, debris, or other nuisance arising out of the contractor's operations or storage practices. Sprinkling or other effective methods acceptable to the State shall control dust.

vi. No advertising by the contractor will be permitted in or about the work except by written order of the State.

b. Laws to be Observed:

i. Labor Discrimination: Attention is directed to Section 1735 of the Labor Code, which reads as follows: "No discrimination shall be made in the employment of persons upon public works because of race, color, or religion of such persons and every contractor for public works violating this section is subject to all the penalties for violation of this chapter".

ii. Labor Code Certifications:

1. The contractor certifies "I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code and I will comply with such provisions before commencing the performance of the work of this contract."

2. It is hereby mutually agreed that the contractor shall forfeit to the state a penalty of fifty dollars for each calendar day, or portion thereof, for each worker paid by him or her, or subcontractor under him or her, less than the prevailing wage so stipulated and in addition the contractor further agree to pay to each worker the difference between the actual amount paid for each calendar day, or portion thereof, and the stipulated prevailing wage rate for the same. This provision shall not apply to properly, registered apprentices.

3. It is further agreed that the maximum hours a worker is to be employed is limited to eight hours a day and 40 hours a week and the contractor shall forfeit, as a penalty to the state, twenty-five dollars for each worker employed in the execution of the contract for each calendar day during which a worker is required or permitted

to labor more than eight hours in any calendar day or more than 40 hours in any calendar week, in violation of Labor Code Sections 1810-1815, inclusive. Work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half times the basic rate of pay, as provided in Labor Code Section 1815.

4. The wage rates set forth are the minimum that may be paid by the contractor. Nothing herein contained shall be construed as preventing the contractor from paying more than the minimum rates set forth. No extra compensation whatsoever will be allowed by the State due to inability of the contractor to hire labor at the minimum rates, nor for any necessity for payment by the contractor of subsistence, travel time, overtime, or other added compensations, all of which possibilities are elements to be considered and ascertained to the contractor's own satisfaction in preparing his bid.

5. Travel and subsistence payments shall be paid to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.

6. Each contractor and subcontractor shall comply with the Labor Code section 1776 regarding record keeping.

7. In accordance with the provisions of Section 1773 of the Labor Code, the Director of the Department of Industrial Relations has ascertained the generally prevailing rate of wages applicable to the County in which the work is to be done on this contract. Included therein are employer payments for health and welfare, vacation, pension, apprenticeship or other authorized training programs, and similar purposes. Holidays shall be as defined in the collective bargaining agreement applicable to the classification(s) employed on the project.

8. Copies of the General Prevailing Wage rate for the applicable labor classification(s) are available at the web site for the State of California, Department of Industrial Relations-Division of Labor Statistics and Research at www.dir.ca.gov/DLSR.

9. By signing the contract, the contractor swears under penalty of perjury that no more than one final un-appealable finding of contempt of court by a federal court has been issued against the contractor with the immediately preceding two-year period because of the contractor's failure to comply with an order of a federal court which orders the contractor to comply with an order of the Nation Labor Relations Board.

10. Properly registered apprentices may be employed in the prosecution of the work. Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he or she is employed and shall be employed only at the work of the craft or trade to which he or she is registered. The contractor and each subcontractor must comply with the requirements of Labor Code Section 1777.5 and any related regulations regarding the employment of registered apprentices.

iii. Registration of Contractors: All businesses or individuals, who construct, offer to construct, or alter any building, highway, road, parking facility, railroad, excavation, or other structure

in California must be licensed by the California Contractors State License Board (CSLB) if the total cost (labor and materials) of one or more contracts on the project is $1,000.00 or more. Contractors, including subcontractors, specialty contractors, and persons engaged in the business of home improvement must be licensed before submitting bids. Licenses may be issued to individuals, partnerships, corporations, or joint ventures.

iv. Responsibility for Damage: Neither the State of California, The Adjutant General, nor any officer or employee of the Military Department shall be accountable in any manner, for any loss or damage that may happen to the work or any part thereof, or for any of the materials or other things used or employed in performing the work, or for injury to any person or persons, either worker or the public, for damage to property from any cause which might have been prevented by the contractor, or any contractor's employee against all of which injuries or damages to persons and property the contractor having control over such work must properly guard. The contractor shall be responsible for any liability imposed by law for any damage to any person or property resulting from defects or obstructions or from any cause whatsoever during the progress of the work or at any time before the completion and final acceptance. The contractor shall indemnity and save harmless the State of California, the Adjutant General, and all officers and employees of the Military Department from all units or actions of every name, kind and description, brought for, or on account of any injuries or damages received or sustained by any person or persons, by or from the contractor, or any contractor's employee or agents, in the construction of the work or by or in consequence of any negligence in guarding the same, in improper materials used in its construction, or by or on account of any act or omission of the contractor or contractor's agents.

v. Occupancy by the State Prior to Acceptance:

1. The State reserves the right to occupy all or any part of the project prior to completion of the entire contract, upon written notice to the contractor. In such event, the contractor will be relieved of responsibility for any injury or damage to such part as may result from such occupancy and use by the State.

2. Such occupancy does not constitute waiver of any rights or acceptance by the State either of the complete work or of any portion thereof, nor will it relieve the contractor of full responsibility for correcting defective work or materials found at any time before the formal written acceptance of the entire contract or during the full guaranty period after such acceptance, as specified in Article 7C.

vi. Contractor's Responsibility for Work:

1. Until the written acceptance of the Work, the contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part of the work by the action of the elements or from any other cause whether arising from execution or from the non-execution of the work.

2. The contractor shall immediately rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before its completion and acceptance and shall bear the expense thereof. In case of suspension of work any cause whatsoever, the contractor shall be responsible for the work as above specified and shall also be responsible for all materials, and shall properly store them if necessary, and shall provide suitable drainage and erect temporary structures when necessary.

vii. No Personal Liability: Neither the Adjutant General, nor any other officer or authorized employees of the Military Department shall be personally responsible as an individual for any liability arising under the contract.

viii. Fair Employment Practices:

1. The contractor will not willfully discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, age, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color religion, ancestry, sex, age, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the awarding authority setting forth the provisions of this Fair Employment Practices Section.

2. The contractor will send to each labor union or representative of workers with which there is an existing collective bargaining agreement or other contract. A Notice to Labor Unions, to be provided by the awarding authority, advising the said labor union or worker's representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

3. The contractor will permit access to its record of employment, employment advertisements, application forms, and other pertinent data and records by the Fair Employment Practices Commission, the awarding authority or any other appropriate agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

4. A finding of willful violation of the Fair Employment Practices section of this contract or of the Fair Employment Practices Act shall be regarded by the awarding authority as a basis for determining that the contractor is not a "responsible bidder" as to any future contracts for which such contractor may submit bids for revoking the con-tractor's pre-qualification rating, if any, and for refusing to establish, re-establish or renew a prequalification rating for the contractor.

5. The awarding authority shall deem a finding of willful violation of the Fair Employment Practices Act to have occurred upon receipt of written notice from the Fair Employment Practice Commission that it has investigated and determined that the contractor has violated the Fair Employment Practices Act and has issued an order under Labor Code Section 1426 or obtained an injunction under Labor Code Section 1429.

6. Upon receipt of such written notice from the Fair Employment Practices Commission, the awarding authority shall notify the contractor that unless they demonstrate to the satisfaction of the awarding authority within a stated period of time that the violation has been corrected, the contractor's pre-qualification rating will be revoked at the expiration of such period.

7. The contractor agrees, that should the awarding authority determine that the contractor has not complied with the Fair Employment Practices section of this

contract, then pursuant to Labor Code Section 1735 and 1775, the contractor shall, as a penalty to the awarding authority, forfeit, for each calendar day or portion thereof, for each person who was denied employment as a result of such noncompliance, the penalties provided in the Labor Code for violation of prevailing wage rates. Such monies may be recovered from the contractor. The awarding authority may deduct any such damages from any monies due the contractor from the State of California.

8. Nothing contained in this Fair Employment Practices Section shall be construed in any manner or fashion so as to prevent the awarding authority of the State of California from pursuing any other remedies that may be available at law.

9. Nothing contained in this Fair Employment Practices Section shall be construed in any manner or fashion so as to require or permit the hiring of an employee not permitted by the National Labor Relations Act.

10. Standards for Affirmative Compliance:

    a. Prior to award of the contract, the contractor shall certify to the awarding authority that the contractor has or will meet the following standards for affirmative compliance, which shall be evaluated in each case by the-awarding authority.

    b. The contractor shall provide evidence, as required by the awarding authority, that the contractor has notified all supervisors, foremen and other personnel officers in writing of the content of the anti-discrimination clause and their responsibilities under it.

    c. The contractor shall provide evidence, as required by the awarding authority, that he/she has notified all sources of employee referrals (including unions, employment agencies, advertisements, Department of Employment) of content of the anti-discrimination clause.

    d. Personally, or through an authorized representative(s), the contractor shall, through negotiations with the unions with whom he/she has agreements, attempt to develop an agreement, which will:

        i. Spell out responsibilities for non-discrimination in hiring, referral, upgrading and training.

        ii. Otherwise implement an affirmative anti-discrimination program in terms of the union's specific areas of skill and geography, to the end that qualified minority workers will be available and given an equal opportunity for employment.

    e. The contractor shall notify the contracting agency of opposition to the anti-discrimination clause by individuals, firms or organizations during the period of its pre-qualification.

11. Employment of undocumented aliens: No state agency or department, as defined in Public Contract Code § 10357, that is subject to this code, shall award a public works contract to a bidder or contractor, nor shall a bidder or contractor be eligible to bid for or receive a public works contract, who has, in the preceding five years,

been convicted of violating a state or federal law regarding the employment of undocumented aliens. See Public Contract Code § 6101.

12. Antitrust Claims: The contractor offers and agrees and will of his/her other subcontractors and suppliers to agree to assign to the awarding body all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 USC § 15) or under the Cartwright Act (Chapter 2 [commencing with § 16700] of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the public works contract or subcontract. The assignment made by the contractor and all additional assignments made by the subcontractors or suppliers shall be deemed to have been made and will become effective at the time the awarding body tenders final payment to the contractor without further acknowledgment or the necessity of tendering to the awarding body any written assignments.

13. If an awarding body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under Government Code sections 4550-4554, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, on demand, recover from the public body any portion of the recovery, including treble damages and attributable overcharges that were paid by the assignor but were not paid by the public body as a part of the bid price, less the expenses incurred on obtaining that portion of the recovery. On demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under Government sections 4550-4554 if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action

14. The contractor will include the provisions of the foregoing paragraphs 1 through 13 in every subcontract, so that such provisions will be binding upon each subcontractor.

ix. Workers Compensation

1. The contractor will be required to secure the payment of compensation to his employees in accordance with provisions of Labor Code Section 3700.

2. Travel and subsistence payments shall be paid to each worker needed to execute the work, as such travel and subsistence payments as defined in the applicable collective bargaining agreements tiled in accordance with Labor Code Section 1773.8.

3. Patents: The contractor shall assume all costs arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the work, and agrees to indemnity and save harmless the State of California, The Adjutant General, and all duly authorized representatives, from all suits at law, or actions of every nature for, or on account of the use of any patented materials, equipment, devices, or processes.

x. CONFLICT OF INTEREST

1. Current State Employees:

a. No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any State Agency, unless the employment, activity, or enterprise is required as a condition of regular State employment.

b. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State Agency to provide goods or services.

2. Former State employees:

a. For the two-year period from the date, he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State Agency.

b. For twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service. (PCC 10410 and 10411 et seq.)

5. PERFORMANCE, PROSECUTION AND PROGRESS OF WORK

a. The Prime Contractor shall perform on the site, and with its own organization, work equivalent to at least twenty percent (20%) of the total amount of work to be performed under the contract. The Prime Contractor shall provide at all times sufficient competent labor, materials, and equipment to properly carry on the work and to ensure completion within the time agreed.

b. Limitation on Work Site and Premises:

i. The "work site" or "job site" is defined as the area of actual construction and the areas immediately adjacent thereto, as shown on the plans or as specified. The "Premises" is defined as the area of State-owned property which surrounds the job site, limited by the property lines thereat. In some cases, the premises may coincide with the job site.

ii. The contractor shall limit construction operations to the work site unless otherwise shown on the plans or specifications. The contractor shall perform no operations of any nature over or on the premises except such operations as are specifically authorized in the plans or specifications, or as otherwise authorized in writing by the Military Department.

c. Accident Prevention: Precautions shall be exercised at all times for the protection of per-sons (including employees) and property. The contractor shall install adequate safety guards and protective devices for any and all equipment and machinery, whether used in the work or permanently installed as part of the work. The contractor shall comply with all applicable laws relating to safety precautions, including the safety regulations of the Division of Industrial Safety, Department of Industrial Relations, of the State of California.

d. Interpretation of Contract Requirements: The contract documents are intended to be consistent, and to describe and to provide for a complete scope of work. Any requirement occurring in one

document is binding as though occurring in all the contract documents. However, in the event of conflict or discrepancies therein, then the priorities stated below shall govern:

i. Addendum: An Addendum shall govern over all other contract documents. Subsequent addendum's issued shall govern over prior addendum's only to the extent specified.

e. Specifications and Drawings: The contractor shall keep on the work site a copy of the drawings, specifications and any amendments and/or RFI responses and shall at all times give the Procurement and Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of differences between drawings and specifications, the specifications shall govern. In any case of difference in the figures, in the drawings, or in specifications, the matter shall be promptly submitted to the Procurement and Contracting Officer who shall promptly make a determination in writing. Any adjustment by the contractor without this determination shall be at the contractor’s sole risk and expense. The Procurement and Contracting Officer shall furnish from time to time such detail drawing and other information, as he/she may consider necessary, unless otherwise provided.

f. Clarification and Additional Instructions: Should any discrepancies, omission or apparent errors, be found in the contract documents, or should any question arise concerning interpretation or clarification of the contract documents, or if it appears that the work to be done or any matters relative thereto are not sufficiently detailed or explained in the contract documents, then, before proceeding with the work affected, the contractor shall immediately notify the Military Department in writing through the Project Manager and request interpretation, clarification or furnishing of additional detailed instructions concerning the work. All such questions shall be resolved within a reasonable time by the Military Department, whose decision thereon shall become final. Should the contractor proceed with the work affected without giving such notice and time for Military Department response, the contractor may be required by the Military Department to then remove and replace or adjust said work at the contractor's sole cost and expense. The contractor shall be responsible for any damage, defect or added cost resulting from this action.

g. Product and Standards:

i. Product Designation: When descriptive catalogue designations, including product brand name, or model number are referred to in the contract documents, such designations shall be considered as being those found in industry publications of current issue at date of first IFB.

ii. Standards Incorporated by Reference: When standards of the State or Federal Government, trade societies, or trade associations are referred to in the contract documents by specific date of issue, these shall be considered a part of this contract. When such references do not bear a date of issue, the current published edition at date of first invitation to bid shall be considered as part of this contract.

h. Materials, Articles, and Equipment: Materials, articles and equipment furnished shall be new. When the contract documents indicate or require that materials, articles, or equipment are to be furnished but the quality or kind thereof is not specified, shown or indicated, the contractor shall furnish materials, article, or equipment at least equal to the class or quality of similar materials, articles, and equipment which are specified, shown or otherwise indicated. No-claim for additional compensation based on the State's failure to specify or indicate the class, type or quality of materials, articles or equipment will be recognized in any event, unless the contractor makes a clear showing that the contractor could not determine the class, type or quality of materials, articles, and/or equipment.

i. Socio-Economic Programs: (Buy Clean California Act (MM19-01)

   i. Beginning January 1, 2019, awarding authorities will request successful bidders for public works contracts to submit current facility-specific Environmental Product Declarations (EPDs) for all eligible materials.
   ii. Awarding authorities are those identified in PCC § 3501 (a) and state agencies granted authority to work on public works projects under MM 18-01. Eligible materials subject to the EPD requirement are structural steel, carbon steel rebar, flat glass, and mineral wool board insulation.

   iii. Project bid specifications must require that facility specific EPDs are compliant to ISO 14025 and applicable Product Category Rules located on the Department of General Services (DGS) Buy Clean California Act website.

j. Submittal of Shop Drawings and Product Data: The contractor shall submit to the State one (1) electronic and one (1) hard copy of shop drawings and product data for all work for which submittals are specifically required, an electronic copy will be returned to the contractor. All submittals shall be fully identified as to project, agency, locations, work order, contract numbers, and the contractor's firm name. Shop drawings for construction means drawings, submitted to the State by the construction contractor, subcontractor, or any lower tier subcontractor pursuant to a construct, showing in detail (i) the proposed fabrication and assembly of structural elements and (ii) the installation (i.e., form, fit, and attachment details) of materials or equipment. The State may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

k. Brand or Trade Names and Alternatives: For convenience in designation on the plans or in the specifications, certain materials, articles, or equipment may be designated by a brand or a trade name of the manufacturer together with catalogue designation or other identifying information. Such designation is for descriptive purposes only and does not mean that a particular product has any preference, or that an approved alternative product may not be used. The use of an alternative material, article, or equipment, which is of equal quality and of the required characteristics for the purpose intended, will be permitted if approved by the State in writing. Contractor shall be allowed a period of 35 days after award of the contract in which to submit data substantiating a request for substitution of an equal item, which determination will be by the sole discretion of the Procurement and Contracting Officer.

l. Conduct of Work:

   i. The State reserves the right to do other work in connection with the project or adjacent thereto by contract or otherwise, and the contractor shall at all times conduct its work so as to impose no hardship on the State or others engaged in the work, nor to cause any unreasonable delay or hindrance thereto.

   ii. The contractor shall indemnify, defend, and hold the State harmless for any claims against the State arising from the Contractor's failure to conduct adjust, correct, and coordinate its work with the work of others engaged in the work.

   iii. All construction equipment, including tools, plant, temporary construction elevators, hoist, scaffolding, false work, forms, and centering required for prosecution of the work of this contract, and all labor, power, and signals required for the installation, operation, and maintenance of such equipment shall be provided by the contractor. The contractor shall obtain all necessary measurements for the work and shall check dimensions, levels, and construction lay out and supervise the construction, for correctness of all of which he shall be responsible. Where work of one trade joins or is on other work, there shall be no

discrepancy when same is completed. In engaging work with other materials, marring or damaging some will not be permitted. Should improper work of any trade be covered by another and such improper work results in damage or defects, the whole work affected shall be made good without additional cost to the State. The contractor must anticipate relation of all parts of the work and at the proper time furnish and set anchorage, blocking, or bedding as required.

iv. Materials, articles, and equipment shall be furnished in ample quantities and at such times as to insure uninterrupted progress of the work. They shall be so stored and protected to ensure the preservation of their quality, appearance, and suitability for the work. When stored they shall be so located as to facilitate prompt inspection, and so as to avoid interference with the work of others. The CMD may accommodate the storage of material, but in no event shall the CMD have an obligation to do so. In the event material are stored on site it shall be the contractor's sole responsibility for security of said materials and contractor shall not be compensated for materials except as provided below.

m. Inspection of Records: The contractor agrees that the California Military Department, or the Bureau of Audits or its designated representative, shall have an absolute right of access to all of the contractor's records, files, documents, accounts, and financial affairs as deemed necessary for the purposes of conducting an audit to determine compliance with terms and conditions of this contract. The contractor shall provide the auditor(s) with any relevant information requested without unnecessary delay and, on reasonable notice, permit access to its premises during normal business hours for the purpose of interviewing staff and inspecting and copying such books, records, accounts, and other material as warranted to conduct the audit. The contractor further agrees to maintain such records for a period of three years after final payment is made on this contract or three years after resolution of all issues that may arise as a result of any litigation, claim, negotiation, or audit related to the contract, whichever is later. The state agrees to treat as confidential any proprietary information obtained as a part of any such audit.

n. Samples and Tests:

i. Whenever the contract documents require tests of materials, articles, equipment or other work, the contractor at its expense shall perform all such tests under the supervision of and provide the results to the Military Department. However, the State may test any portion of the work, at its option, any time during the progress of the work, and shall pay the cost thereof. Unless otherwise directed, all samples for testing will be taken by the Project Manager from the material, articles or equipment delivered, or from work performed, and test will be under the supervision of, or directed by, and at such places as may be convenient to the State.

ii. Materials, articles, and equipment requiring tests shall be delivered in ample time before intended use to allow for testing, and none may be used/installed before receipt of written approval by the State. Samples that are of value after testing or review shall remain the property of the State.

o. Rejection: Should any portion of the work done, or any materials delivered fail to comply with requirements of the contract, such work or materials shall be rejected and shall immediately be made satisfactory to the State by the contractor, at no additional expense to the State. Any materials that are rejected shall immediately be removed from the premises at the contractor's expense.

p. Preservation and Cleaning: The contractor having control of the work site shall clean up the work at the end of each day as it progresses. At frequent intervals and at all times when directed, the contractor shall remove and dispose of accumulations of old forms, rubbish, and debris of all

kinds. At the completion of the project, the entire work site including the surrounding premises shall be cleared of tools, false work, equipment, rubbish, etc., and ready for acceptance.

q. Labor:

i. The contractor shall observe strictly that each and every kind of work shall be per-formed by worker, laborers, or mechanics specially skilled in the class of work required and that workmanship shall be of the best, regardless of the quality of material. Prior to commencement of any work, contractor shall furnish as photographic identification of all staff proposed to work on the site, organized by company or as directed by the Project Manager. Identification shall be provided in electronic copy with a hard copy in a binder for retainage on the site by the appropriate on-site POC. As directed by the Project Manager at the job start meeting on a daily basis the contractor shall make available to the on-site POC a list of staff working on any given day.

ii. Any agent or employee of the contractor who the State deems incompetent or disorderly shall be promptly removed from the work by the contractor upon written notice from the State and shall not be re-employed on the contract worker premises.

r. Subcontracting:

i. This contract is subject to the provisions of Chapter 2, Division 5, Title 1, commencing with Section 4100 of the Government Code, which prohibits the subcontracting of the whole or any part of this contract to subcontractors other than those named in the contractor's original proposal.

ii. The contractor shall be responsible for all work performed under this contract, and no subcontractor will be recognized as such. All persons engaged in the work will be considered as employees of the contractor.

iii. The contractor shall give personal attention to the fulfillment of this contract and shall keep the work under its control. When any subcontractor fails to prosecute a portion of the work in a manner satisfactory to the State, the contractor shall remove such subcontractor immediately upon written request of the State and shall not thereafter be employed on the work.

iv. Although the specification sections of this contract may be arranged according to various trades general grouping of work, the contractor is not obligated to sublet the work in such manner. The State will not arbitrate disputes among subcontractors or between the contractor and one or more subcontractors concerning responsibility for performing any part of the work.

1. Substitutions of SBs and DVBEs

a. DVBE Subcontractors shall be used per the California Code of Regulations (CCR), Title 2, Section 1896.70 unless a substitution is approved in writing by CMD. A DVBE Subcontractor shall be replaced by another DVBE to perform the work originally stated. The substitution shall maintain, at minimum, the level of participation goal stated in the bid. CCR Title 2, Section 1896.73.

b. SB Subcontractor shall be replaced per regulations set by CCR Title 2, Section 1896.10.

c. Contractor shall simultaneously notify the CMD SB/DVBE Advocate at Advocate@cmd.ca.gov.

s. Time of Work and Damage:

i. The State will designate the starting day of the contract on which the contractor shall immediately begin and diligently coordinate the work to completion. The period of performance start date will be the job start meeting date which the Contractor and the Project Manager shall conduct within 7 days after receipt of the fully executed contract.

ii. By signing the job start letter, the contractor obligates himself to perform the work completely and satisfactorily on or before the expiration date to be determined from the number of working days stated in the agreement or by stipulated date of completion, plus such days as may be subsequently allowed by the State through amendments.

iii. The contractor shall not be assessed with liquidated damages nor the cost of engineering the inspection during any delay in the completion of the work caused by acts of God, fire, flood, epidemics, quarantine restrictions, freight embargo. Contractor shall notify the State in writing of the causes of delay within five (5) days from the beginning of any such delay.

t. Project Management

i. Contractors may be required to fully participate in the utilization of the CMD Project Management Software commonly referred to as Procore, which specific requirements are further outlined in the contract. This participation shall include but is not limited to Submittals, Daily Logs, Contract Management, RFI's, Drawings, Addenda's, Bulletins, ASI's, Transmittals, Inspections, Inspection Requests, Observations, Punch Lists, As-Builts, Photos, Specifications and any Other Documents that are necessary and pertinent to the efficient and complete performance of the proposed project.

6. CHANGES IN THE WORK

a. Requests for Changes:

i. The State reserves the right to order in writing, changes, alterations, omissions, or additions in the plans and specifications, at any time prior to the formal completion and acceptance of the work without in any way voiding the contract, and the contractor must comply with such order. The contractor may also request changes in the work.

ii. Any change or deviation from the contract plans and specifications made without authority in writing from the Military Department's Procurement and Contracting Officer in the form of an amendment to the original contract will be the sole responsibility of the contractor. Except where otherwise expressly provided in these articles, no such changes shall be made nor adjustment in compensation recognized unless the contractor receives an executed contract amendment prior to making the changes. In cases whereby State property will be damaged during the stoppage of work, the contractor may proceed on a written commitment by the Military Department's Procurement and Contracting Officer.

iii. The contractor shall be entitled to additional compensation for any change requiring labor, materials, or equipment over and above that originally required for the contract work, while any such change resulting in lesser quantities thereof shall entitle the State to a reduction in the contract price.

iv. Changed work shall be performed completely and in accordance with the original contract drawings and specifications except for the deviations specifically called for by the change order. Materials used on changed work shall be as specified in the original contract documents insofar as they do not conflict with the conditions set forth in the change order. All changed work will be prosecuted by the contractor with due diligence, and with an efficiency of labor and equipment at least equal to that exercised as to the rest of the work of the contract. All changed work shall be warrantied as stipulated in 7D.

b. Changed Work, Time Adjustments:

i. For any change in the work, the contractor shall be entitled only to such adjustment in time for which completion of the entire work is delayed due to performance of the changed work. Each estimate for a change in the work submitted by the contractor shall state the amount of extra time that he considers should be allowed for making the requested change. Failure to request extra time when submitting such estimates shall constitute a waiver of the right to subsequently claim any adjustment in the time for final completion based upon such changed work.

ii. If agreement is reached as to the adjustment in compensation for the performance of changed work, but agreement is not reached as to the time adjustment for such work, then the contractor shall proceed with the work at the agreed price, reserving to the contractor the right to further pursue his claim for the time adjustment.

iii. Contractor hereby agrees that compensation for any change work shall be marked up by the Prime contractor no more than 5% for any subcontractor work and no more than 15% for any self-performed work.

c. Supplementary Agreements: As to certain changes in the basic scope of the work, a supplementary agreement shall be executed at the option of the State, such agreement to be executed in the manner of the original agreement, to which the change shall be attached and become a part. The bonds required by Article 3B shall be furnished with such supplementary agreement, covering any increased amount of the contract due to the change.

7. ACCEPTANCE AND PAYMENTS

a. Acceptance: The contracted work shall be accepted by the Military Department when the project is completed in accordance with the contract documents, to the full satisfaction of the California Military Department.

b. Progress Payments: Military Department policy provides that public works projects which allow the contractor 30 working days or more to complete and are estimated to exceed $30,000.00 in value are eligible for progress payments. The contractor may request progress payments during performance of the contracted work. If authorized by the Military Department Procurement and Contracting Officer, progress payments shall not exceed 95% of the value of the completed work unless otherwise stipulated in 23B.

c. Final Payment: Final payment will not be made to the contractor until such time as all punch list items have been completed and the Military Department is in receipt of all expressed manufacturer's warranties compliance with section 23 and the Project Manager has accepted all required administrative documents. Upon written acceptance of the contractor's work by the Military Department, the Project Manager shall complete a Contract/Contractor Evaluation Form (Office of Adjutant General Form 4) and forward to the Military Department Contracting Section for final review and approval. Approved Contract/Contractor Evaluation Forms shall be forwarded

to the Military Department Accounts Payable Section where the Contract/Contractor Evaluation Form and the contractor's invoice shall be processed for payment.

d. Guarantee:

i. The contractor hereby unconditionally guarantees that the Work will be done in accordance with the requirements of the contract, and further guarantees the work of the contract to be and remain free of defects in workmanship and materials for a minimum period of one year from the date of acceptance of the contract, unless a longer guarantee period is specifically called for elsewhere in the contract documents. The date of the completed Work shall be defined as the date said Work is accepted in writing by the PM and this date shall be the start of the contractor's warranty period. The contractor hereby agrees to repair or replace any and all work, together with any other adjacent work which may be displaced in so doing, that may prove to be not in accordance with the requirements of the contract or that may be defective in its workmanship or material within the guarantee period specified, without any expense or obligation whatsoever to the State of California, ordinary wear and tear and unusual abuse or neglect excepted.

ii. Contract bonds will remain in full force and effect during the guarantee period. Contractor shall not be relieved of this bond requirement whatsoever.

8. LIQUIDATED DAMAGES

a. The Military Department will designate the starting date of the contract on which the contractor shall immediately begin and thereafter diligently prosecute the work to completion. The Contractor obligates himself/herself to complete the work within the number of working days or on the fixed date established by the Military Department.

b. The parties agree that if the work is not completed and accepted by the Military Department within the time established by the contract document and mutually agreed to by the contractor and the Project Manager prior to the start of work and any time extension agreed to in writing by the Military Department, additional costs will be incurred by the Military Department. These costs include the hourly time spent each day by the Project Manager, Project Engineer, Procurement and Contracting Officer, and the Judge Advocate General.

c. The contractor agrees to compensate the Military Department $1,360.00 per calendar day for each and every day's delay in finishing the work beyond the time prescribed. If the contractor fails to pay such liquidated damage the Military Department shall have the unilateral authority to and will deduct the amount thereof from any money due or that may become due the contractor under this contract.

9. WORKING HOURS

a. The work site shall be available for contractor's activities for 8 hours per day Monday through Friday, work hours shall be 8 am to 4 pm, however at the sole discretion of the Project Manager actual work schedule may be adjusted. The site will not be available for contractor's activities on weekends, or on State or Federal holidays.

10. CONTRACTS FUNDED IN WHOLE/IN PART BY FEDERAL GOVERNMENT

a. It is mutually understood between the parties that this contract may have been executed before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the contract were executed after that determination was made.

b. This contract is valid and enforceable only if the United Stated Government makes sufficient funds available to the State for each fiscal year of the contract. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress, which may affect the provisions, terms or funding of this contract in any manner.

c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.

d. The department has the option to void the contract under the "30-day" cancellation clause or to amend the contract to reflect any reduction of funds.

11. STANDARD CALIFORNIA NON-DISCRIMINTATION CLAUSE-CONSTURCTION CONTRACT SPECIFICATIONS (Government Code, Section 12990): See the last two pages of this Section.

12. FORCED, CONVICT, AND INDENTURED LABOR

Contractor certifies, by submitting a bid, that no foreign-made equipment, materials, or supplies furnished to the State pursuant to the contract/agreement will be produced in whole or in part by forced labor, convict labor, or indentured labor. The contractor agrees to comply with the requirements of Public Contract Code, Section 6108.

PART 11 FEDERAL STATUTES, RULES, AND REGULATIONS

13. RELATIONSHIP OF THE FEDERAL GOVERNMENT

This contract may be funded in part by the Federal Government. The Federal Government is not a party to this contract, as a condition to receiving and expending Federal funds, there are certain rights of Federal inspection, Federal approval of contract changes and modifications, and Federal approval of settlements or dispute actions that the Federal Government will exercise prior to authorization of Federal funds. Therefore, no inspection or acceptance, change, modification, settlement, dispute claim payment, or dispute action will be considered binding until the required Federal approval is obtained. The chief, National Guard Bureau, or its designated representative, is the approval authority. This paragraph does not abrogate any rights conferred on the Federal Government by law or other clause required due to the use of Federal funding.

14. CHANGES AND EXTRAS

The Procurement and Contracting Officer may at any time, in writing and without notice to the sureties; order extras or make changes in the drawings and/or specifications of this contract, providing such extras or changes are within the general scope thereof. If any such extra or change causes an increase or decrease in the amount due under this contract, or in the time required for its performance, an equitable adjustment shall be made, and the contract shall be modified in writing. Federal Funding support for any change or extra is subject to prior approval by the Chief, National Guard Bureau, or his duly authorized representative. Any claim of the contractor for adjustment under this clause must be asserted in writing within 30 days after the date of receipt by the contractor of the notification extra or change Provided, however, that the Procurement and Contracting Officer, decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to the date of the final settlement of the contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in the Clause 19 hereof entitled DISPUTES. Nothing provided in this clause, however, shall excuse the contractor from diligently proceeding with the prosecution of the work as changed. Except as otherwise herein provided, no charge for any extra work or material will be allowed.

15. CHANGED CONDITIONS

The Contractor shall promptly, and before such conditions are disturbed, notify the Procurement and Contracting Officer in writing of (1) subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or (2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in this contract. The Procurement and Contracting Officer shall promptly investigate the conditions, and if he/she finds that such conditions do so materially differ and cause an increase or decrease in the cost of (or the time required for), performance of this contract, an equitable adjustment shall be made, and the contract modified in writing. Federal funding support to any change or extra is subject prior approval by the chief, National Guard Bureau, or his duly authorized representative. Any claim of the contractor for adjustment hereunder shall not be allowed unless he has given notice as required above. The Procurement and Contracting Officer, however, may if he determines the facts so justify, consider and adjust any such claim asserted before the date of final settlement of the contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in Clause 19 hereof entitled Disputes.

16. SUPSENSION OF WORK

a. The Procurement and Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Procurement and Contracting Officer determines appropriate for the convenience of the Government.

b. If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted

    i. by an act of the Procurement and Contracting Officer in the administration of this contract, or

    ii. by the Procurement and Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

c. A claim under this clause shall not be allowed

    i. for any costs incurred more than 20 days before the Contractor shall have notified the Procurement and Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and

    ii. unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

17. STOP WORK ORDER

a. The Procurement and Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the

parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Procurement and Contracting Officer shall either—

i. Cancel the stop-work order; or

ii. Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

b. If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Procurement and Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if—

i. The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

ii. The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Procurement and Contracting Officer decides the facts justify the action, the Procurement and Contracting Officer may receive and act upon a proposal submitted at any time before final payment under this contract.

c. If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Procurement and Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

d. If a stop-work order is not canceled and the work covered by the order is terminated for default, the Procurement and Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop work order.

18. CHANGES

(a) The Procurement and Contracting Officer may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes— (1) In the specifications (including drawings and designs); (2) In the method or manner of performance of the work; (3) In the Government-furnished facilities, equipment, materials, services, or site; or (4) Directing acceleration in the performance of the work. (b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Procurement and Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Procurement and Contracting Officer written notice stating (1) the date, circumstances, and source of the order and (2) that the Contractor regards the order as a change order. (c) Except as provided in this clause, no order, statement, or conduct of the Procurement and Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment. (d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, the Procurement and Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause shall be made for any costs incurred more than 20 days before the Contractor gives written notice as required. In the case of defective specifications for which the Government is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the

Contractor in attempting to comply with the defective specifications. (e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting to the Procurement and Contracting Officer a written statement describing the general nature and amount of proposal, unless this period is extended by the Government. The statement of proposal for adjustment may be included in the notice under paragraph (b) above. (f) No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

19. DISPUTES

Except as otherwise specifically provided in this contract, any dispute concerning a question of fact arising under this contract, which is not disposed of by mutual agreement, shall be decided by the California Military Department Procurement and Contracting Officer (PCO), who shall reduce any decision to writing and send a copy to the contractor by certified mail-return receipt requested, to the address shown herein. The contractor shall have the right to appeal the PCO's decision, which must be exercised within thirty (30) days of service of the PCO's written decision. The contractor's appeal must be in writing to the California Military Department Director, The Adjutant General of California (TAG). TAG, at their discretion, may grant the appeal and conduct a hearing pursuant to the Administrative Procedures Act or refer the appeal to the Office of Administrative Hearings (OAH). If a decision is made to use the services of OAH, each side shall equally share OAH costs. If TAG denies the appeal or if no action is taken on the appeal within thirty (30) days of CMD's receipt of the appeal, CMD shall issue a Notice of Right to Sue to contractor. An individual at the rank of Colonel (0-6) or above may be designated by TAG to resolve appeals under this contract. Pending final decision of a dispute hereunder, the contractor shall proceed diligently with the performance of the contract and in accordance with the Procurement and Contracting Officer's decision.

20. TERMINATION FOR CONVENIENCE OF THE GOVERNMENT

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Procurement and Contracting Officer determines that a termination is in the Government's interest. The Procurement and Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.
(b) After receipt of a Notice of Termination, and except as directed by the Procurement and Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:
(1) Stop work as specified in the notice.
(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.
(3) Terminate all subcontracts to the extent they relate to the work terminated.
(4) Assign to the Government, as directed by the Procurement and Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.
(5) With approval or ratification to the extent required by the Procurement and Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.
(6) As directed by the Procurement and Contracting Officer, transfer title and deliver to the Government (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.
(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Procurement and Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.
(9) Use its best efforts to sell, as directed or authorized by the Procurement and Contracting Officer, any property of the types referred to in subparagraph (6) above; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Procurement and Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Procurement and Contracting Officer.
(c) After expiration of the plant clearance period which means the period beginning on the effective date of contract completion or termination and ending 90 days (or such longer period as may be agreed to) after receipt by the Procurement and Contracting Officer of acceptable inventory schedules for each property classification. The Contractor may submit to the Procurement and Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Procurement and Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Procurement and Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.
(d) After termination, the Contractor shall submit a final termination settlement proposal to the Procurement and Contracting Officer in the form and with the certification prescribed by the Procurement and Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Procurement and Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Procurement and Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Procurement and Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.
(e) Subject to paragraph (d) above, the Contractor and the Procurement and Contracting Officer may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (e) or paragraph (f) below, exclusive of costs shown in subparagraph (f)(3) below, may not exceed the total contract price as reduced by (a) the number of payments previously made and (2) the contract price of work not terminated. The contract shall be amended, and the Contractor paid the agreed amount. Paragraph (f) below shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.
(f) If the Contractor and the Procurement and Contracting Officer fail to agree on the whole amount to be paid because of the termination of work, the Procurement and Contracting Officer shall pay the Contractor the amounts determined by the Procurement and Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph (e) above:
(1) The contract price for completed supplies or services accepted by the Government (or sold or acquired under subparagraph (b)(9) above) not previously paid for, adjusted for any saving of freight and other charges.
(2) The total of—
(i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under subparagraph (f)(1) above;
(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (i) above; and
(iii) A sum, as profit on subdivision (i) above, determined by the Procurement and Contracting Officer is in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Procurement and

Contracting Officer shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.
(3) The reasonable costs of settlement of the work terminated, including—
(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;
(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and
(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition or the termination inventory.
(g) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Procurement and Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (f) above, the fair value, as determined by the Procurement and Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government or to a buyer. (h) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Procurement and Contracting Officer under paragraph (d), (f), or (k), except that if the Contractor failed to submit the termination settlement proposal within the time provided in paragraph (d) or (k), and failed to request a time extension, there is no right of appeal. If the Procurement and Contracting Officer has made a determination of the amount due under paragraph (d), (f), or (k), the Government shall pay the Contractor (1) the amount determined by the Procurement and Contracting Officer if there is no right of appeal or if no timely appeal has been taken, or (2) the amount finally determined on an appeal.
(i) In arriving at the amount due the Contractor under this clause, there shall be deducted—
(1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract.
(2) Any claim which the Government has against the Contractor under this contract; and
(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.
(k) If the termination is partial, the Contractor may file a proposal with the Procurement and Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Procurement and Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Procurement and Contracting Officer.
(l) (1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract if the Procurement and Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.
(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the State of California. Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Procurement and Contracting Officer because of the circumstances.
(m) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Procurement and Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

21. DEFAULT FIXED-PRICE CONSTRUCTION

(a) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract including any extension, or fails to

complete the work within this time, the Government may, by written notice to the Contractor, terminate the right to proceed with the work (or the separable part of the work) that has been delayed. In this event, the Government may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Government resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Government in completing the work.
(b) The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause, if-
(1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include-
(i) Acts of God or of the public enemy,
(ii) Acts of the Government in either its sovereign or contractual capacity,
(iii) Acts of another Contractor in the performance of a contract with the Government,
(iv) Fires,
(v) Floods,
(vi) Epidemics,
(vii) Quarantine restrictions,
(viii) Strikes,
(ix) Freight embargoes,
(x) Unusually severe weather, or
(xi) Delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and
(2) The Contractor, within 10 days from the beginning of any delay (unless extended by the Procurement and Contracting Officer), notifies the Procurement and Contracting Officer in writing of the causes of delay. The Procurement and Contracting Officer shall ascertain the facts and the extent of delay. If, in the judgment of the Procurement and Contracting Officer, the findings of fact warrant such action, the time for completing the work shall be extended. The findings of the Procurement and Contracting Officer shall be final and conclusive on the parties, but subject to appeal under the Disputes clause.
(c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Government.
(d) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

22. TERMINATION FOR DEFAULT-DAMAGES OR DELAY-TIME EXTENSIONS

a. If the contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within such time, the State may, by written notice to the contractor, terminate his right to proceed with the work or such part of the work as to which there has been delay. In such event the State may take over the work and prosecute the same to completion, by contract or otherwise, and the contractor and his sureties shall be liable to the State for any excess cost occasioned the State thereby, and for liquidated damages for delay, as fixed in the specifications or accompanying papers, until such reasonable time as may be required for final completion of the work; or if liquidated damages are not so fixed, any actual damages occasioned by such delay. If the contractor's right to proceed is so terminated, the State may take possession of and utilize in completing the work such materials, appliances, and plant as may be on the site of the work and therefore necessary.

b. If the State does not terminate the right of the contractor to proceed, as provided in subparagraph (A) hereof, the contractor shall continue the work, in which event he and his sureties shall be liable to the State, in the amount set forth in the specifications or accompanying papers, for the

fixed, agreed, liquidated damages for each calendar day of delay until the work is completed or accepted: or if liquidated damages are not so fixed, any actual damages occasioned by such delay.

c. The right of the contractor to proceed shall not be terminated, as provided in subparagraph (A) hereof, not the contractor charged with liquidated or actual damages, as provided in subparagraph (B), because of any delays in the completion of the work due to causes beyond his control which could not reasonably have been anticipated and were without his fault or negligence, including, but not restricted to, acts of God, acts of the public enemy, acts of the Government or the State (either in its sovereign or contractual capacity), acts of another contractor in the performance of a contract with the State quarantine restrictions, strikes, freight embargoes, or unusually severe weather; or, delays of subcontractors or suppliers due to such unforeseeable causes beyond the control and without the fault or negligence of both the contractor and such subcontractors or suppliers at any tier; provided, that the contractor shall, within 10 days after the beginning of any such delay, unless the Procurement and Contracting Officer shall grant a further period of time prior to the date of final settlement of the contract, notify the Procurement and Contracting Officer in writing of the causes of delay. The Procurement and Contracting Officer shall ascertain the facts as to the extent of the delay and decide whether or not to extend the time for completing the work. When in the Procurement and Contracting Officer's judgment, the findings of fact justify such an extension, and Procurement and Contracting Officer's findings of fact thereon shall be final and conclusive on the parties hereto, subject only to appeal as provided in the DISPUTES clause hereof.

23. PAYMENTS TO CONTRACTORS

a. Unless otherwise provided in the specifications, partial payments may be made as the work progresses at the end of each calendar month, or as soon thereafter as practicable, on work completed and approved by the Procurement and Contracting Officer. The Military Department shall make partial payments on materials only once they have been installed not just delivered to the work site.

b. In making such partial payments there shall be retained five (5) percent on the estimated amount until final completion and acceptance of all work covered by the contract. Provided, however that on completion and acceptance of any separated building, public work, or other division of the contract on which the price is stated separately in the contract, payment may be made in full, including the retained percentage therein, less authorized deductions. The retainage on partial payments of Federal funds shall be determined by the United States Property and Fiscal Officer (USPFO) of the State in conformance with the Defense Acquisition Regulations (DAR).

c. All material and work covered by partial payments made shall thereupon become the sole property of the State, but this provision shall not be construed as relieving the contractor from the sole responsibility for all materials and work upon which payments have been made or the restoration of any damaged work, nor as a waiver of the right of the State to require the fulfillment of all of the terms or the contract or such time as the Military Department accepts the entire Work as defined in the contract.

d. Upon completion and acceptance of all Work required hereunder, and after the contractor shall have furnished the State with a release of all claims against the State arising under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the contractor from the operation of the release, in stated amount to be set forth therein, the amount due the contractor under this contract will be paid upon the presentation of a properly executed and duly certified voucher. If the contractor's claim to amounts payable under the contract has been assigned under the Assignment of Claims Act of 1940, as amended (41 U.S.C, 15), a release

may also be required of the assignee at the option of the Procurement and Contracting Officer or USPFO of the State.

24. MATERIAL AND WORKMANSHIP

Unless otherwise specifically provided for in the specification, all equipment, materials, and articles incorporated in the work covered by this contract are to be new and of the most suitable grade of their respective kinds for the purpose intended and all workmanship shall be first class. Where equipment, materials, or articles are referred to in the specifications as "equal to" any particular standard, the Procurement and Contracting Officer shall solely decide the question of equality. The contractor shall furnish to the Procurement and Contracting Officer for approval the name of the manufacturer of machinery, mechanical and other equipment, which is contemplated to be incorporated in the work, together with the performance capacities and other pertinent information. When required by the specifications, or when called for by the Procurement and Contracting Officer, the contractor shall furnish to the Procurement and Contracting Officer for approval full information concerning the materials or articles, which is contemplated for incorporation in the work. Samples of materials shall be submitted for approval when so directed. Machinery, equipment, materials, and articles installed or used without such approval shall be at the risk of subsequent rejection. The Procurement and Contracting Officer may in writing require the contractor to remove from the work site such employee as the Procurement and Contracting Officer deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work site is deemed by the Procurement and Contracting Officer to be contrary to the public interest.

25. INSPECTION

a. Except as otherwise provided in subparagraph (D) hereof, all material and workmanship shall be subject to inspection, examination, and testing by representatives of the Procurement and Contracting Officer at any and all times during manufacture and/or construction (and at any and all places where such manufacture and/or construction are carried on). The State shall have the right to reject defective material and workmanship or require its correction. Rejected workmanship shall be satisfactorily corrected and rejected material shall be replaced with proper material without charge and the contractor shall promptly segregate and remove rejected material from the premises. No extension of the contract will be granted for rejected work. If the contractor fails to proceed at once with the replacement of rejected material and/or the correction of defective workmanship, the State may, by contract or otherwise, replace such material and/or correct such workmanship and charge the cost thereof to the contractor, or the State may terminate the right of the contractor to proceed as provided in Clause 17 of this contract, the contractor and surety being liable for any damage to the same extent as provided in said Clause 17 for termination.

b. The contractor shall furnish promptly, without additional charge, all reasonable facilities, labor and materials necessary for the safe and convenient inspections and tests that may be required by the Procurement and Contracting Officer or by the USPFO of the State. All inspections and tests by the State shall be performed in such manner as not unnecessarily to delay the work. Special, full size, and performance tests shall be as described in the specifications. The contractor will be charged with any additional cost of the inspection when material and workmanship is not ready at the time inspection is requested by the contractor. Compensation shall be in full day increments and no less than that stipulated in 8 C above.

c. Should it be considered necessary or advisable by the State, or by the representatives of the Chief, National Guard Bureau, at any time before final acceptance of the entire work to make an examination of the work already completed, by removing or tearing out same, the contractor shall on request promptly furnish all necessary facilities, labor, and material to accomplish such inspection. If such work is found to be defective or non-conforming in any material respect due to the fault of the contractor or a subcontractor, the contractor shall bear all the expenses of such

examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, an equitable adjustment shall be made in the contract price to compensate the contractor for the additional services involved in such examination and reconstruction: and, if completion of the work has been delayed thereby, the contractor shall, in addition, be granted a suitable extension of time. Federal funding support of the cost for examination and replacement of satisfactorily completed work that requires removal or that is damaged due to inspection requirements is subject to prior approval by the Chief, National Guard Bureau, or a duly authorized representative.

d. In the sole discretion of the Military Department inspection of material and finished articles to be incorporated in the work at the site shall be made at the place of production, manufacture, or shipment, whenever the quantity justifies it, unless otherwise stated in the specifications; and such inspection and acceptance shall be in writing, and unless otherwise stated in the specifications, shall be final, except as regards latent defects, departures from specific requirements of the contract and the specifications and drawings made a part thereof, damage or loss in transit, fraud, or such gross mistakes as amount to fraud. Subject to the requirement contained in the preceding sentence, the inspection of material and workmanship for final acceptance as a whole or in part, shall be made at the site. Nothing contained in this paragraph (D) shall in any way restrict the State's rights under any warranty or guarantee.

26. SUPERINTENDENT BY CONTRACTOR

The Job Superintendent must be present anytime work is being performed on the job site. The Job Site Superintendent must be appointed in writing and must have full authority to act on behalf of the prime contractor.

27. UTILITY PERMITS AND RESPONSIBILITY FOR WORK

The contractor shall, without additional expense to the State, obtain all licenses and permits required for the prosecution of the work and pay all charges related to the connection of utility services to existing systems. The contractor shall be responsible for all damages to persons or property that occurs as a result of his/her fault or negligence in connection with the prosecution of the work. The contractor shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The contractor shall also be responsible for all materials delivered and work performed until completion and final acceptance, except for any completed unit thereof which therefore may have been finally accepted.

28. OTHER CONTRACTS

The State may undertake or award other contracts for additional work in or around the work areas and the contractor shall fully cooperate with such other contractors and State employees and carefully fit its own work to such additional work as may be directed by the Procurement and Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by State employees.

29. ADDITIONAL BOND SECURITY

If any surety upon any bond furnished in connection with this contract becomes unacceptable to the State, or if any such surety shall fail to furnish reports as to the contractor's financial condition from time to time as requested by the State, the contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the State or of persons supplying labor or materials in the prosecution of the work contemplated by the contract.

30. COVENANT AGAINST CONTINGENT FEES

The contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an 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 have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

31. OFFICIALS TO BENEFIT

No member of or delegate to Congress, State Legislation or resident commissioner or State official or employee shall be admitted to any share or part of this contract, or to any benefit that may arise from it; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

32. CONVICT LABOR

In connection with the performance of work under this contract, the contractor agrees not to employ any person undergoing sentence of imprisonment, as provided by Public Law 89-176, September 10, 1965 (18 USC 4082 (c) (2)) and executive order 11755, December 29, 1973.

33. GRATUITIES

a. The State may, by written notice to the contractor, terminate the right of the contractor to proceed under this contract if it is found, after notice and hearing, by the Secretary or Governor or the duly authorized representative of either, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the contractor, or any agent or representative of the contractor, to any officer or employee of the State with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performance, of such contract: Provided, that the existence of the facts upon which the Secretary or Governor or the duly authorized representative of either makes such findings shall be in issue and may be reviewed in any competent court.

b. In the event this contract is terminated as provided in paragraph (A) hereof, the State shall be entitled (1) to pursue the same remedies against the contractor as it could pursue in the event of breach of the contract by the contractor, and (2) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Secretary or Governor or the duly authorized representative of either) which shall be not less than 3 nor more than 10 times the costs incurred by the contractor in providing any such gratuities to any such officer or employee.

c. The rights and remedies of the State provided in this Clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

34. COPELAND (“ANTI-KICKBACK”) ACT NON-REBATE OF WAGES

The regulations of the Secretary of Labor applicable to contractors and subcontractors (29 CFR, Part 3), made pursuant to the Copeland Act, as amended (40 U.S.C. 276c) and to aide in the enforcement of the Anti-Kickback Act (18 U.S.C. 874) are made a part of this contract by reference. The contractor will comply with these regulations and any amendments or modifications thereof and the prime contractor will be responsible for the submission of affidavits required of subcontractors. The foregoing shall apply except as the Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions.

35. WITHHOLDING OF FUNDS

a. The Procurement and Contracting Officer may withhold or cause to be withheld from the State prime contractor so much of the accrued payment or advances as may be considered necessary (i) to pay laborers and mechanics, including apprentices, trainees, watchmen, and guards, employed by the contractor or any subcontractor on the work the full amount of wages required by the contract, and (ii) to satisfy any liability of the contractor and any subcontractor for liquidated damages under paragraph (B) of the Clause entitled Contract Work Hours and Safety Standards Act - Overtime Compensation.

b. If the contractor or any subcontractor fails to pay any laborer, mechanic, apprentice, trainee, watchman, or guard employed or working on the site of the work, all or part of the wages required by the contract, the Procurement and Contracting Officer may, after written notice to the State prime contractor, take such action as may be necessary to cause suspension of any further payments or advances until such violations have ceased.

36. DISPUTES CONCERNING LABOR STANDARDS

Disputes arising out of the labor standards provisions of this contract shall be subject to the Disputes Clause except to the extent such disputes involve the meaning of classification or wage rates contained in the wage determination decision of the Secretary of Labor or the applicability of the labor provisions of this contract which questions shall be referred to the Secretary of Labor in accordance with the procedures of the Department of Labor.

37. SUBCONTRACTS-TERMINATION

The contractor agrees to insert the clauses hereof entitled Prevailing Wage - Labor Code Sections 1775 to 1780 inclusive, provide access to the Payrolls and Basic Records by the Fair Employment Practice Commission, Copeland ("Anti-Kickback") Act-Non-Rebate of Wages, Withholding of Funds and Subcontracts-Termination physically in all subcontracts and the contractor further agrees that a breach of any of the requirements of these Clauses may be grounds for termination of this contract. The term "contractor" as used in such clauses in any subcontract shall be deemed to refer to the subcontractor except in the phrase "prime contractor."

38. EQUAL OPPORTUNITY (See paragraphs 4, B 2 and G 1 through 13; Standard California Nondiscrimination Construction Contract Specifications (GOV. Code Section 12990))

39. CERTIFICATION OF NON-SEGREGATED FACILITIES

(Applicable to contracts, subcontracts, and to agreements with applicants who are themselves performing Federally assisted construction contracts, exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause). By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in the Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis

of race, color, religion or national origin, because of habit, local custom or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause: that he will retain such certifications in his files" and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSE¬GREGATED FACILITIES: A certification of Non-segregated Facilities must be submitted prior to award of a subcontract exceeding $10,000 which is not exempt from the provisions of the Equal opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

40. CLEAN AIR AND WATER

(Applicable only it the contract exceeds $100,000, or the Procurement and Contracting Officer has determined that orders under an indefinite quantity contract in any one year will exceed $100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1 857c-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C 1 31 9(c)) and is listed by EPA, or the contract is not otherwise exempt.)

a. The bidder or offeror certifies as follows:

   i. Any facility to be utilized in the performance of this proposed contract is ( ), is not ( ), listed on the Environmental Protection Agency List of Violating Facilities:

   ii. The bidder/offeror will promptly notify the Procurement and Contracting Officer, prior to award, or the receipt of any communication from the Director, Office of Federal Activities, U.S. Environment Protection Agency, indicating that any facility which is proposes for use for during the performance of the contract is under consideration to be listed on the EPA List Violating Facilities: and

   iii. The bidder/offeror will include substantially this solicitation certification, including this paragraph (iii), in every nonexempt subcontract.

b. The terms used in this clause have the following meanings:

   i. The term "Air Act" means the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Public Law 91-604).

   ii. The Term "Water Act" means the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).

   iii. The term "clean air standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1875c-5(d)), an approved implementation procedure or plan under section 111(c) or section 111(d), respectively, of the Air Act 942 U.S.C. 1 875c-6(c) or (d)), or an approved implementation procedure under section 112(d) of the Air Act (42 U.S.C. 1875c-7(d)).

iv. The term "clean water standards" means any enforceable limitation, control, condition, prohibition, standard or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharge by the Environmental Protection Agency or by a State under an approved program, as authorized by section 402 of the Water Act (33 U.S.C. 1342), or by a local government to ensure compliance with pretreatment regulations as required by section 307 of the Water Act (33 U.S.C. 1317).

v. The term "compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an air or water pollution control agency in accordance with the requirement of the Air Act or Water Act and regulations issued pursuant thereto.

vi. The term "facility" means any building, plant, installation, structure, mine, vessel or other floating craft location, or site of operations, owned, leased, or supervised by a contractor, subcontractor, to be utilized in the performance of a contract or subcontract. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location or site shall be deemed to be facility except where the Director, Office of Federal Activities, environmental Protection Agency, determines that independent facilities are co-located in one geographical area.

vii. The term "nonexempt contract or subcontract" means a contract or subcontract of more than $100,000 which is not otherwise exempted pursuant to the EPA regulations implementing the Air Act and Water Act (40 CFR 15.5), as further implemented in ASP R 1 -2302.4 or in FPR 1-1.230204 (whichever is applicable) and the procedures of the Department awarding the contract.

41. AUDIT BY DEPARTMENT OF DEFENSE

a. The contractor will permit access to the contractor's records of employment, employment advertisements, application forms, and other pertinent data and records by the National Guard Bureau Representative, the awarding authority or any other appropriate agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract. In additional to employment records, the Contractor will permit access to the following documentation:

b. Examination of Cost: If this is a cost reimbursement type, incentive, time and materials, labor hour, or price re-determinable contract, or any combination thereof, the contractor shall maintain, and the Procurement and Contracting Officer or his representatives shall have the right to examine books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this contract. Such right of examination shall include inspection at all reasonable times of the contractor's plants, or such parts thereof, as may be engaged in the performance of this contract.

c. Cost and Pricing Data. If the contractor submitted cost or pricing data in connection with the pricing of this contract or any change or modification thereto, unless such pricing was based on adequate price competition, established catalog of market prices of commercial items sold in substantial quantities to the general public, or prices set by law or regulation, the Procurement and Contracting Officer or his representatives who are employees of the State of California (or representatives listed above) shall have the right to examine all books, records, documents and other data of the contractor related to the negotiation, pricing or performance of such contract,

change or modification, for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data submitted

d. Reports. If the contractor is required to furnish Contractor Cost Data Reports (CCDR) Contract Fund Status Reports (CFSR), or Cost Performance Reports (CPR) the Procurement and Contracting Officer or his representatives shall have the right to examine books, records, other documents, and supporting materials, for the purpose of evaluating (i) the effectiveness of the contractor's policies and procedures to produce data compatible with the objectives of these reports, and (ii) the data reported.

e. Availability. The materials described in (B), and (C) above shall be made available at the office of the contractor, at all reasonable times, for inspection, audit, or reproduction, until the expiration of three (3) years from the date of final payment under this contract.

f. The contractor shall insert a clause containing all the provisions of this Clause, including this paragraph (D), in all subcontracts hereunder, except altered as necessary for proper identification of the contracting parties and the Procurement and Contracting Officer under the State prime contract.

42. SUBCONTRACTOR COST OR PRICING DATA-PRICE ADJUSTMENT

The contractor shall require subcontractors to certify that to the best of their knowledge and belief the cost and pricing data submitted is accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract change of modification.

43. BUY AMERICAN ACT

a. Agreement: In accordance with the Buy American Act (41 U.S.C. 1Oa-10d) the contractor agrees that only domestic construction material will be used (by the contractor, subcontractor, and suppliers) in the performance of this contract, except for non-domestic construction material listed in the "Non-domestic Construction Materials" clause, if any, of this contract.

b. Domestic Construction Material: "Construction material" means any article, material, or supply brought to the construction site for incorporation in the building or work. A non-manufactured construction material is a "domestic construction material" if it has been mined or produced in the United States. A manufactured construction material is a "domestic construction material" if it has been manufactured in the United States and if the cost of its components which have been mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. "Component" means any article, material, or supply directly incorporated in a construction material.

c. Domestic Component: A component shall be considered to have been "mined, produced, or manufactured in the United States" (regardless of its source in fact) if the article, material, or supply in which it is incorporated was manufactured in the United States and the component is of a class or kind determined by the government to be not mined, produced, or manufactured in the United States in sufficient and reasonable available commercial quantities and of satisfactory quality.

d. Submittals that are not in compliance with the Buy American Act and provided to the government for approval are invalid and hereby rejected. If the government or its representative inadvertently approves a submittal and materials are installed and finished, the contractor is still “At Fault”. Contractors may not be paid for work, rework or material acquisition for materials installed that do not comply with the Buy American Act, even if they were approved by the government. *Exception: The government may issue an exception however that exception must specifically address this

paragraph and release the specified unauthorized material into the contract on a case-by-case basis. An exception will be granted for each piece of material not by phase, trade or the entire project itself.

44. BUY CLEAN CALIFORNIA ACT

In accordance with the Buy Clean California Act, Contractors shall submit current facility-specific Environmental Product Declarations (EPDs) for all eligible materials and ensure EPDs are compliant to ISO 14025 and applicable Product Category Rules located on the Department of General Services (DGS) Buy Clean California Act website located at: https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Buy-Clean-California-Act. Contractors shall collect the data on all structural steel (hot-rolled sections, hollow structural sections, and plate), carbon steel rebar, flat glass, and mineral wool board insulation. The data will be submitted using the attached form the excel sheet you attached, name it and attach it and required as part of the projects close out documents.

45. DEFINITIONS

As used throughout this contract, the following terms shall have the meaning set forth below:

a. The term "Procurement and Contracting Officer" means the person executing this contract on behalf of the State and any other officer or civilian employee who is properly designated Procurement and Contracting Officer (PCO) and the term includes, except as otherwise provided in this contract, the authorized representative of a Procurement and Contracting Officer acting within the limits of his authority.

b. The term "Government" means the United States and any Department head thereof,

c. The term "State" means the State, Commonwealth, or Territory, which is the party to this contract.

d. The term "Governor" means the Governor of the State or a duly appointed representative (other than the Procurement and Contracting Officer).

e. The term "USPFO" means the United States Property and Fiscal Officer assigned to the State

46. SITE INVESTIGATION

The contractor acknowledges that the contractor has investigated and is satisfied as to the conditions affecting the work, including but not restricted to not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads, and uncertainties of weather, river stages, tides, or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the work. The contractor further acknowledges that it is satisfied as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the State, as well as from information presented by the drawings and specifications made a part of this contract. Any failure by the contractor be acquainted with the available information will not relieve the contractor from responsibility for estimating properly the difficulty of cost of successfully performing the work. The State assumes no responsibility for any conclusions or interpretations made by the contractor on the basis of the information made available by the State.

47. PROTECTION OF EXISTING VEGETATION, STRUCTURES, UTILITIES, AND IMPROVEMENTS

a. The contractor will preserve and protect all existing vegetation such as trees, shrubs, and grass on or adjacent to the site of work which is not to be removed and which does not unreasonably interfere with the construction work. Care will be taken in removing trees authorized for removal to avoid damage to vegetation to remain in place. Any limbs or branches of trees broken during such operations or by the careless operation of equipment, or by workmen, shall be trimmed with a clean cut and painted with an approved tree pruning compound as directed by the Procurement and Contracting Officer.

b. The contractor will protect from damage all existing improvements or utilities at or near the site of the work, the location of which to be made known to him/her and will repair or restore any damage to such facilities resulting from failure to comply with the requirements of this contract or the failure to exercise reasonable care in the performance of the work. If the contractor fails or refuses to repair any such damage promptly, the Procurement and Contracting Officer may have the necessary work performed and charge the cost thereof to the contractor.

48. OPERATIONS AND STORAGE AREAS

a. All operations of the contractor (including storage of materials) upon State premises shall be confined to areas authorized or approved by the Procurement and Contracting Officer. The contractor shall hold and save the State, its officers, and agents free and harmless from liability of any nature occasioned by his operations.

b. Temporary building (storage sheds, shops, offices, etc.) may be erected by the contractor only with the approval of the Procurement and Contracting Officer and shall be bunt with labor and materials furnished by the contractor without expense to the State. Such temporary buildings and utilities shall remain the property of the contractor and shall be removed by the contractor at the contractor's expense upon the completion of work. With the written consent of the Procurement and Contracting Officer, such buildings and utilities may be abandoned and need not be removed.

c. The contractor shall, under regulations prescribed by the Procurement and Contracting Officer, use only established roadways or construct and use such temporary roadways as may be authorized by the Procurement and Contracting Officer. Where materials are transported in the prosecution of the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State or local law or regulation. When it is necessary to cross curbing or sidewalks, the contractor shall provide protection against damage and any damaged roads, curbing, or sidewalks shall be repaired by or at the expense of the contractor.

49. MODIFICATION PROPOSALS-PRICE BREAKDOWN

The contractor, in connection with any proposal he/she makes for a contract modification, shall furnish a price breakdown, itemized as required by the Procurement and Contracting Officer. Unless otherwise directed, the breakdown shall be in sufficient detail to permit an analysis of all material, labor equipment, subcontract, and overhead cost, as well as profit, and shall cover all work involved in the modification, whether such work was deleted, added or changed. Any amount claimed for subcontracts shall be supported by a similar price breakdown. In addition, if the proposal includes a time extension, a justification shall also be furnished. The proposal, together with the price breakdown and time extension Justification, shall be furnished by the date specified by the Procurement and Contracting Officer.

50. CLEANING UP

The contractor shall at all times keep the construction area, including storage areas used by him, free from accumulations of waste material or rubbish and prior to completion of the work remove any rubbish from the premises and all tools, scaffolding, equipment, and materials not the property of the State. Upon

completion of the construction the contractor shall leave the work and premises in a clean, neat, and workmanlike condition satisfactory to the Procurement and Contracting Officer.

51. INSPECTIONS

The work will be conducted under the general direction of the Procurement and Contracting Officer and is subject to inspection by his appointed inspectors to ensure strict compliance with the terms of the contract. No inspector is authorized to change any provision of the specifications without written authorization of the Procurement and Contracting Officer, nor shall the presence or absence of an inspector relieve the contractor from any requirement of the contract.

52. RECYCLING CERTIFICATION

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of recycled content, both post-consumer waste and secondary waste as defined in the Public Contract Code, Sections 12161 and 12200, in materials, goods, or supplies offered or products used in the performance of this Agreement, regardless of whether the product meets the required recycled product percentage as defined in the Public Contract Code, Sections 12161 and 12200. Contractor may certify that the product contains zero recycled content (PCC 10233, 10308.5, 10354).

53. CHILD SUPPORT COMPLIANCE ACT

For any contract in excess of $100,000.00, the contractor acknowledges in accordance with, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

54. BIOBASED PRODUCT CERTIFICATION

As required by the Farm Security and Rural Investment Act of 2002 and the Energy Policy Act of 2005 (7 U.S.C.8102(c)(3)), the offeror certifies, by signing this offer, that biobased products (within categories of products listed by the United States Department of Agriculture in 7 CFR part 3201,subpart B) to be used or delivered in the performance of the contract, other than biobased products that are not purchased by the offeror as a direct result of this contract, will comply with the applicable specifications or other contractual requirements.

55. AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS

(a) In the performance of this contract, the contractor shall make maximum use of biobased products that are United States Department of Agriculture (USDA)-designated items unless— (1) The product cannot be acquired (i) Competitively within a time frame providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price. (2) The product is to be used in an application covered by a USDA categorical exemption (see 7 CFR 3201.3(e)). For example, all USDA-designated items are exempt from the preferred procurement requirement for the following: (i) Spacecraft system and launch support equipment. (ii) Military equipment, i.e., a product or system designed or procured for combat or combat-related missions. (b) Information about this

requirement and these products is available at http://www.biopreferred.gov. (c) In the performance of this contract, the Contractor shall— (1) Report to http://www.sam.gov, with a copy to the Procurement and Contracting Officer, on the product types and dollar value of any USDA-designated biobased products purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30; and (2) Submit this report no later than— (i) October 31 of each year during contract performance and (ii) At the end of contract performance.

56. HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA

(a) "Hazardous material," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).
(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.
(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous. (d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered non-responsible and ineligible for award. (e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Procurement and Contracting Officer and resubmit the data. (f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property. (g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material. (h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows: (1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to— (i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials; (ii) Obtain medical treatment for those affected by the material; and (iii) Have others use, duplicate, and disclose the data for the Government for these purposes. (2) To use, duplicate, and disclose data furnished under this clause, in accordance with paragraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data. (3) The Government is not precluded from using similar or identical data acquired from other sources.

57. RECOVERED MATERIAL CERTIFICATION

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

58. POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION

a. Definitions. As used in this clause— "Toxic chemical" means a chemical or chemical category listed in 40 CFR 372.65.

b. Federal facilities are required to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050), and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

c. The Contractor shall provide all information needed by the Federal facility to comply with the following:

   i. The emergency planning reporting requirements of Section 302 of EPCRA.

   ii. The emergency notice requirements of Section 304 of EPCRA.

   iii. The list of Material Safety Data Sheets, required by Section 311 of EPCRA.

   iv. The emergency and hazardous chemical inventory forms of Section 312 of EPCRA.

   v. The toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA.

   vi. The toxic chemical and hazardous substance release and use reduction goals of section 2(e) of Executive Order 13423 and of Executive Order 13514.

59. ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-ESIGNATED ITEMS

"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material." "Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process. (b) The Contractor, on completion of this contract, shall— (1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material and (2) Submit this estimate to the Project Manager.

60. WASTE REDUCTION PROGRAM

"Recycling" means the series of activities, including collection, separation, and processing, by which products or other materials are recovered from the solid waste stream for use in the form of raw materials in the manufacture of products other than fuel for producing heat or power by combustion. "Waste prevention" means any change in the design, manufacturing, purchase, or use of materials or products (including packaging) to reduce their amount or toxicity before they are discarded. Waste prevention also refers to the reuse of products or materials. "Waste reduction" means preventing or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and environmentally preferable products. (b) Consistent with the requirements of section 3(e) of Executive Order 13423, the Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this contract. The Contractor's programs shall comply with applicable Federal, State, and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act (42 U.S.C. 6962, et seq.) and implementing regulations (40 CFR Part 247).

61. OZONE-DEPLETING SUBSTANCES

"Ozone-depleting substance," as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as— (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or (2) Class II, including, but not limited to,

hydrochlorofluorocarbons. (b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING:
Contains (or manufactured with, if applicable) *_____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere. * The Contractor shall insert the name of the substance(s).

62. REFRIGERATION EQUIPMENT AND AIR CONDITIONERS

The Contractor shall comply with the applicable requirements of Sections 608 and 609 of the Clean Air Act (42 U.S.C. 7671g and 7671h) as each or both apply to this contract.

63. ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS

As used in this clause— "Energy-efficient product"— (1) Means a product that— (i) Meets Department of Energy and Environmental Protection Agency criteria for use of the Energy Star trademark label; or (ii) Is in the upper 25 percent of efficiency for all similar products as designated by the Department of Energy's Federal Energy Management Program. (2) The term "product" does not include any energy consuming product or system designed or procured for combat or combat-related missions (42 U.S.C. 8259b). (b) The Contractor shall ensure that energy-consuming products are energy efficient products (i.e., ENERGY STAR® products or FEMP-designated products) at the time of contract award, for products that are— (1) Delivered; (2) Acquired by the Contractor for use in performing services at a Federally-controlled facility; (3) Furnished by the Contractor for use by the Government; or (4) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance. (c) The requirements of paragraph (b) apply to the Contractor (including any subcontractor) unless— (1) The energy-consuming product is not listed in the ENERGY STAR® Program or FEMP; or (2) Otherwise approved in writing by the Procurement and Contracting Officer. (d) Information about these products is available for— (1) ENERGY STAR® at http://www.energystar.gov/products; and (2) FEMP at http://www1.eere.energy.gov/femp/procurement/eep_requirements.html.

64. IEEE 1680 STANDARD FOR THE ENVIRONMENTAL ASSESSMENTAL ASSESSMENT OF PERSONAL COMPUTER PRODUCTS

"Computer monitor" means a video display unit used with a computer. "Desktop computer" means a computer designed for use on a desk or table. "Notebook computer" means a portable-style or lap top style computer system. "Personal computer product" means a notebook computer, a desktop computer, or a computer monitor, and any peripheral equipment that is integral to the operation of such items. For example, the desktop computer together with the keyboard, the mouse, and the power cord would be a personal computer product. Printers, copiers, and fax machines are not included in peripheral equipment, as used in this definition. (b) Under this contract, the Contractor shall deliver, furnish for Government use, or furnish for contractor use at a Government-owned facility, only personal computer products that at the time of submission of proposals were EPEAT Bronze registered or higher. Bronze is the first level discussed in Clause 1.4 of the IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products. (c) For information about the standard, see www.epeat.net.

65. AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS

(a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired; (1) Competitively within a timeframe providing for compliance with the contract performance schedule; (2) Meeting contract performance requirements; or (3) At a reasonable price. (b) Information about this

requirement is available at EPA's Comprehensive Procurement Guidelines web site http://www.epa.gov/cpg/. The list of EPA-designated items is available at http://www.epa.gov/cpg/products.htm.

66. COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS

a. The Contractor's work under this contract shall conform with all operational controls identified in the applicable agency or facility Environmental Management Systems and provide monitoring and measurement information necessary for the Government to address environmental performance relative to the goals of the Environmental Management Systems.

b. Bidders must comply with the Buy Clean California Act (BCCA) (Public Contract Code Sections 3500-3505), which states the Department of General Services (DGS), in consultation with the California Air Resources Board (CARB), is required to establish and publish the maximum acceptable Global Warming Potential (GWP) limit for four eligible materials. The BCCA targets carbon emissions associated with the production of structural steel (hot-rolled sections, hollow structural sections, and plate), concrete reinforcing steel, flat glass, and mineral wool board insulation. When used in public works projects, these eligible materials must have a GWP that does not exceed the limit set by DGS.

c. Contractor agrees to recognize the mandatory standards and policies relating to BCCA and will provide GWP limit compliance of eligible materials using Environmental Products Declarations (EPDs). Maximum acceptable GWP limits were established on January 1, 2022 and can be found in the GWP Limits section Buy Clean California Act.

67. SUSPENSION AND DISBARMENT

By entering in this contract your firm and its principals certifies that it has not been suspended or disbarred from any Federal contracts and does not appear on the Excluded Parties List System (EPLS). In addition, your company certifies that all your organization's subcontractors and its principals have not been suspended or disbarred from any Federal contracts and does not appear on the Excluded Parties List System (EPLS).

68. EXPATRIATE CORPORATIONS

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC Section 10286 and 10286.1 and is eligible to contract with the State.

69. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

END OF EXHIBIT D

EXHIBIT E
(Special Contract Provisions)

1. Prior to any performance by the Contractor, evidence of insurance must be returned to the California Military Department with the signed contracts. Refer to Exhibit F, for further information regarding State of California insurance requirements.

2. Contractor acknowledges the contract will be signed and returned within 10 business days. No contract will be binding upon the State until the Contractor receives a fully executed contract that is signed and approved by the Military Department.

3. Contractor shall contact the Project Manager (PM) to schedule the job start meeting. The period of performance start date will be the job start meeting date in which the Contractor and the PM shall conduct within 7 days after receipt of the fully executed contract and issuance of the Notice to Proceed.

4. When required, the Contractor shall furnish the California Military Department with a payment bond in the full amount of the agreement, executed by a California-admitted surety (CCP § 995.311.) insurer utilizing the bond form provided by the State. Form can be downloaded here: https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std807.pdf.

   Payment Bond can be emailed to: PWC@cmd.ca.gov
   Subject Line = 130534 | Payment Bond

5. When required, the Contractor shall furnish the California Military Department with a performance bond in the full amount of the agreement, executed by a California-admitted surety (CCP § 995.311.) insurer utilizing a bond form provided by the surety.

   Performance Bond can be emailed to: PWC@cmd.ca.gov
   Subject Line = 130534 | Performance Bond

   a. Bonds must identify the owner as:
      California Military Department
      10601 Bear Hollow Drive
      Rancho Cordova, California 95670-6350

6. Contractor shall provide the California Military Department with all material submittals specified in the Technical Specifications of this contract within ten (10) working days after the job start meeting date. Thirty-five (35) days will be allowed for submission of data substantiating a request for substitution of an “equal” item.

CONTRACTOR QUALIFICATIONS

The Contractor is licensed by the California Contractors State License Board to perform this type of work. The Contractor possesses the B - General Building Contractor license. Subcontractor(s) may not be added or substituted without the California Military Department Procurement and Contracting Officer (PCO) approval.

END OF EXHIBIT E

EXHIBIT F
(Insurance Liability Section)

Basic Insurance Requirement:

1. General Provisions Applying to All Policies

   a. 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 with the original terms of the contract.

   b. Policy Cancellation of Termination and Notice of Non-Renewal – Contractor shall provide to the State within five (5) business days following receipt by contractor a copy of any cancellation or non-renewal of insurance required by this contract. In the event 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.

   c. Deductible – Contractor is responsible for any deductible or self-insured retention contained within their insurance program.

   d. Primary Clause – Any required insurance contained in the Contract shall be primary, and not excess or contributory to any other insurance carried by the State.

   e. 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.

   f. Endorsements – Any required endorsement must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.

   g. Inadequate Insurance – Inadequate of lack of insurance does not negate the contractor's obligations under the Contract.

2. Insurance Requirements

   a. Commercial General Liability – Contractor shall maintain general liability on an occurrence form with limits not less than $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury and property damage liability. The policy must 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:

      Military Department, State of California, its officers, agents, and employees are included as additional insured, 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, contractors shall include all subcontractors as insureds under Contractor's insurance or supply evidence of insurance to the State equal to policies, coverage and limits required of Contractor.

b. Automobile Liability - Contractor shall maintain motor vehicle liability with limits not less than $1,000,000 combined single limit per accident.

The same additional insured designation and endorsement required for general liability is to be provided for this coverage.

c. Workers' Compensation and Employers' Liability – Contractor shall maintain statutory workers' compensation and employers' liability for all its employees who will be engaged in the performance of the contract. Employers' liability limits of $1,000,000 are required.

When 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.

3. Terms of Policy (breakdown in accordance with the above requirements):

a. Minimum limit of coverage of the policy shall be:

(1) Vehicle Liability (BI & PD): $1,000,000 per occurrence
(2) Public Liability: $1,000,000 per occurrence / $2,000,000 Aggregate
(3) Workers Compensation: Statutory

b. State shall not be responsible for premiums or assessments on the policy.

c. The Military Department, The State of California, its officers, agents, and employees are included as additional insured, but only with respect to work performed under this contract.

d. The Certificate Holder section of the COI shall include the following language:

California Military Department
10601 Bear Hollow Drive
Rancho Cordova, California 95670-6350
Reference: Agreement Number 130534

NOTE: THE ENDORSEMENT SHEET MUST INCLUDE THE LANGUAGE AS WRITTEN IN PARAGRAPH c. ABOVE.

Certificate of Insurance can be emailed to: PWC@cmd.ca.gov
Subject Line = 130534 | Insurance Certificate

The above certifications must be provided to the Military Department upon request of the Military Department's Procurement and Contracting Officer and emailed to the address above.

END OF EXHIBIT F