

# INVITATION FOR BID

**PROJECT**

Event #36087

Facility Renovation and Site Improvements –  
Burbank FMS

**LOCATION**

Burbank Field Maintenance Shop (FMS)  
3800 Valhalla Drive  
Burbank, CA 91505

**MANDATORY JOB WALK**

7/30/2025  
9:00 AM

**Q&A END DATE**

8/8/2025  
4:00 PM

**BID OPENING DATE**

8/22/2025  
2:00 PM

**PUBLIC WORKS CONTRACT ADMINISTRATOR**

Sergey Kinchak  
[Sergey.Kinchak@cmd.ca.gov](mailto:Sergey.Kinchak@cmd.ca.gov)

**Issued**  
**7/14/2025**

**by**

**STATE OF CALIFORNIA**  
**OFFICE OF THE ADJUTANT GENERAL**  
**CALIFORNIA MILITARY DEPARTMENT**  
Purchasing and Contracting Branch  
10601 Bear Hollow Drive, Box 12  
Rancho Cordova, California 95670-6350

**Facility Renovation and Site Improvements – Burbank FMS  
Burbank Field Maintenance Shop (FMS)  
EVENT #36087**

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# **SECTION 1**

# **NOTICE TO CONTRACTORS**

## SECTION 1

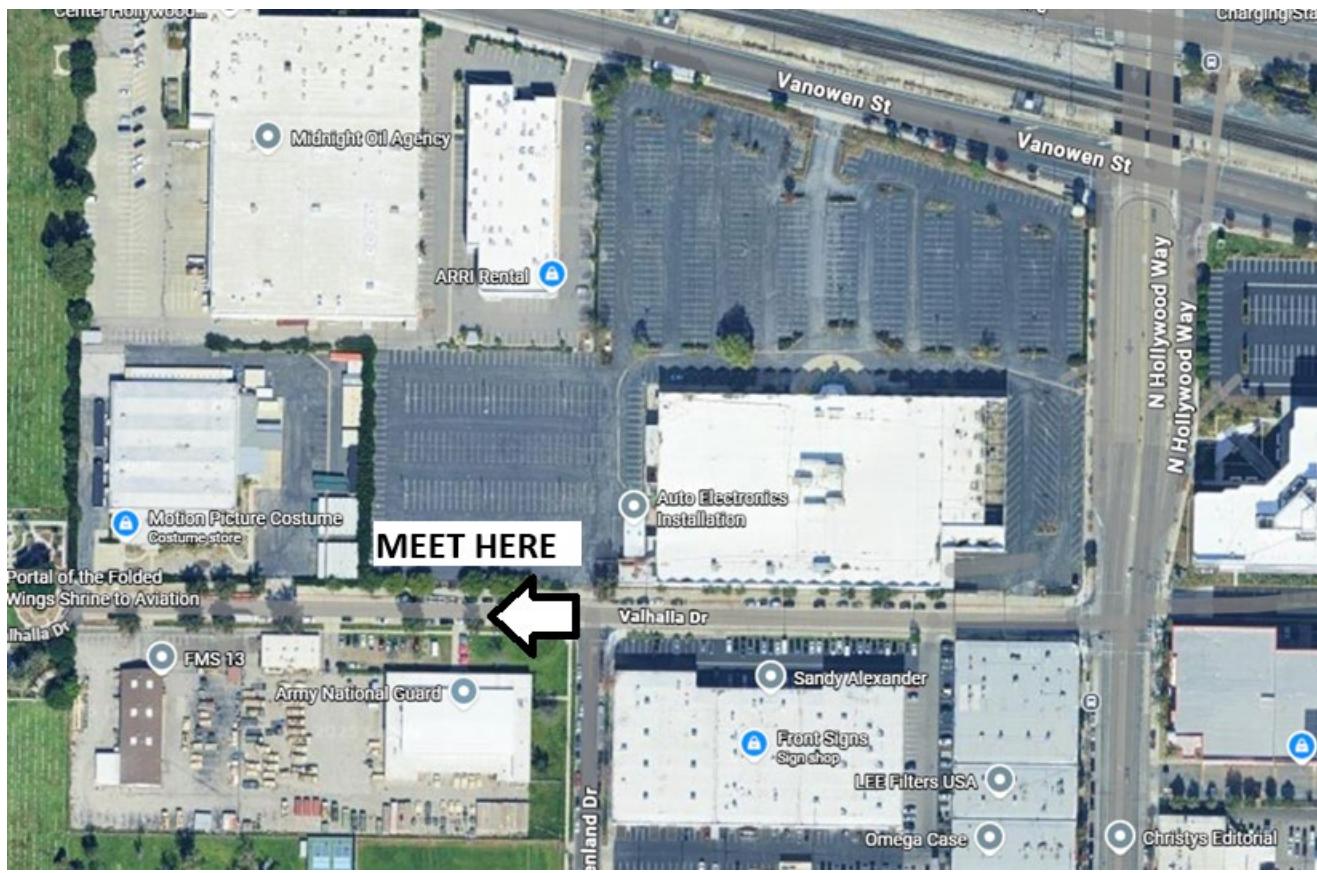
### **NOTICE TO CONTRACTORS**

1-01. The State of California Military Department will accept bids until 2:00 PM on 8/22/2025 from qualified bidders, who attended the pre-bid job walk on 7/30/2025 at 9:00 AM, offering to provide equipment, materials, labor, licenses, bonds and insurance required for the Facility Renovation and Site Improvements – Burbank FMS located at Burbank Field Maintenance Shop (FMS), 3800 Valhalla Drive, Burbank, CA 91505. The Contractor shall provide all labor, materials, equipment, permits, and supervision to complete the renovation of the FMS facility in Burbank, including roof replacement, HVAC and electrical upgrades, fire protection systems, fencing and gate improvements, pavement replacement, and environmental compliance, in accordance with applicable codes and military standards. All work shall be in accordance with the terms, conditions, and requirements of this Invitation for Bid (IFB). Bid submissions shall be emailed to [PWC@cmd.ca.gov](mailto:PWC@cmd.ca.gov) with the subject title “BID FOR EVENT# 36087 - DO NOT OPEN”.

All questions regarding this IFB must be submitted to Sergey Kinchak at [Sergey.Kinchak@cmd.ca.gov](mailto:Sergey.Kinchak@cmd.ca.gov) no later than 4:00 PM on 8/8/2025. Email subject lines must state “RFI FOR EVENT# 36087”. If an addendum is necessary, it will be issued in the event package [Event Search \(ca.gov\)](#) prior to the Bid Opening.

**To be considered a responsive bidder all prime contractors with the exception of a certified Disabled Veterans Business Enterprise (DVBE) must subcontract work to DVBEs a minimum of 5% to meet the DVBE participation goal. Failure to do so will render your bid non-responsive. All DVBEs must be listed as a subcontractor on the proposal form no matter if they are a subcontractor or supplier with the dollar amount of work they will be providing. In addition, the DVBEs must also be included on the Bidder Declaration Form and the DVBE Declaration Form 843. Failure to include the DVBE on these three forms will render your bid non-responsive. As of July 28, 2009, The Good Faith Effort is no longer an option per Assembly Bill 21. The prime contractor may subcontract to a DVBE supplier, or a subcontractor directly related to the project. The Contracting Officer will make the final determination if a bidder has met this requirement.**

Prospective bidders MUST attend the mandatory pre-bid job walk on 7/30/2025, at 9:00 AM at Burbank Field Maintenance Shop (FMS), located at 3800 Valhalla Drive, Burbank, CA, 91505. Arrive at least 15 minutes early and bring business cards. Failure to arrive at the designated meeting location by the scheduled start time may result in disqualification from submitting a bid. Prospective bidders shall not proceed directly to the job site unless directed to do so in writing by the Contracting Officer. All prospective bidders must comply with current federal identification requirements, such as the California REAL ID, when accessing federal facilities. Prospective bidders may obtain directions to the pre-bid job walk site by contacting Sergey Kinchak at [Sergey.Kinchak@cmd.ca.gov](mailto:Sergey.Kinchak@cmd.ca.gov).



Prospective bidders **MUST** sign-in prior to the start of the pre-bid job walk, attend the entire pre-bid job walk and be present for roll call at the conclusion of the pre-bid job walk. Bidders who do not remain for the entire pre-bid job walk will be considered non-responsive and will not be allowed to bid on this project.

All mandatory pre-bid job walk attendees, to include all subcontractors and suppliers **MUST** wear Personal Protective Equipment (PPE) in order to attend this mandatory pre-bid job walk. PPE may include (but not limited to) the following items: N95 Mask (depending on current county requirements or TAG directed guidance), hard hat, safety vest, closed toed shoes & long pants. PM or DPW will enforce any PPE requirements.

In fairness to all bidders in the competitive process, contractors shall not have the opportunity to adjust their price after proposal submission. Contractors must account for cost fluctuation and material logistics in the market when bidding.

- 1-02. At 2:00 PM, on 8/22/2025 all bids received will be reviewed for responsiveness and responsibility. Bid results will not be divulged by telephone or email. Official bid results will be posted on the Cal eProcure website: [Event Search \(ca.gov\)](https://www.ca.gov/eProcure/EventSearch), Department #8940, change event status to Historical and type Event #36087.
  - A. Basis of award of this contract will be to the lowest responsive bid from a qualified, responsible bidder, considering the Small Business (SB) and Disabled Veteran's Business Enterprise Preference (DVBE). Responsiveness is based on the bidder providing all of the required

documentation. Being considered responsible is based on past performance and financial capability. The contracting officer shall make the final determination.

- B. Bidders certified as a "Disabled Veteran's Enterprise Businesses" in accordance with Government Code 14600, 14615, 14838, California Military and Veteran's Code 999 and California Code of Regulations 1896.98 et seq. shall be granted up to five percent (5%) bid preference when a responsible non-Disabled Veteran's Enterprise Business has submitted the lowest-priced, responsive bid.
- C. Disabled Veteran Business Enterprise Participation: Preference will be granted to bidders properly approved as a "Disabled Veteran's Enterprise Businesses (DVBE)" in accordance with Government Code 14600, 14615, 14838, California Military and Veteran's Code 999 and California Code of Regulations 1896.98 ET SEQ. The rules and regulations of this law, and applications for preference, should be obtained from Department of General Services, Small Business and DVBE Services, telephone number (916) 375-4339.
- D. Bidders are required to submit proposals based solely on the contract documents i.e. (drawings, specifications, and any addendums applicable). Any additions, deletions or changes to the contract documents must be incorporated in an addendum to be applicable. Any information provided on a pre-bid job walk that conflicts or is an addition/deletion to the contract documents is only applicable if an addendum is issued.
- E. The Prime Contractor shall self-perform on the site (trade work) 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.
- F. During the bid opening in the event of a tie, the Military Department Contracting Officer shall conduct a coin toss to determine award. The coin toss shall be witnessed by a minimum of two personnel whose signatures and titles shall be posted to the bid results.
- G. Bidder will be required to certify that his firm will comply with the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.), which will be included in any contract. (See paragraph 1-11).
- H. Bidders must also complete the Non-collusion Affidavit (Attachment 4) and return with the bid documents. Bids received without the Non-collusion Affidavit may be rejected as non-responsive.
- I. 20-DAY PRELIMINARY NOTICE: In the event a 20-Day Preliminary Notice is filed on behalf of any subcontractors, material men/suppliers, or other non-contractor claimants providing services and/or materials for the primary contractor in conjunction with this project, a signed release by the person or firm filing said notice must be furnished the Military Department before final payment will be made.
- J. 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.

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](#). Please see attached table and requirements as specified on the proposal form.

1-03. If awarded the contract, contractor agrees to sign the contract, to furnish the bonds called for herein, and to commence work within ten (10) business days of notification by the Military Department Contract Manager.

- A. A PAYMENT BOND, Standard Form 807, 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 if the contract exceeds \$25,000.00.
- B. 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 if the contract exceeds \$10,000.00 and progress payments will be made.
- C. A BID BOND, in the amount of at least 10% of the bid amount must be submitted by the contractor with the Proposal Form if the contract exceeds \$25,000.00 utilizing a bond form provided by the Surety.
- D. Bonds must be issued by a California-admitted surety. (CCP § 995.311.)

1-04. The State is seeking a single not to exceed quotation to be inclusive of all contractors' costs involved in performing the full scope of this service.

- A. Bids must be submitted for the entire work described therein. Any deviation from the specification will not be considered and will be cause for rejection of bid.
- B. The Military Department reserves the right to reject any or all bids.
- C. The prime contractor/bidder must be licensed by the State of California, Contractors State License Board (CSLB) in compliance with the following to perform services identified in the Technical Specifications:

Possess a type B - General Building Contractor License and a C-12 - Earthwork and Paving Contractors License or subcontract to one.

All listed subcontractors must provide the required licenses/certificates listed above and in Section 4 (Scope of Work) upon bid opening; failure to comply with this requirement may be considered non-responsive and may lead to the rejection of your bid.

- D. All subcontractors must be licensed by the CSLB for the trade in which they will be performing. Bidders must list all subcontractors and subcontractor license numbers on page 4-4 of the bidder's proposal form.

- E. Progress payments are at the sole discretion of the Contracting Officer. Contractor may request no more than one (1) progress payment per every 30 Calendar Days during the performance of work. If authorized by the Military Department Contracting Officer, progress payments shall not exceed 95% of the value of the completed work and of materials delivered to the work site.
- F. Contractor will be allowed 365 Calendar Days to complete this project. 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.
- G. All subcontractors utilized in the performance of this specification must be licensed appropriately in accordance with Title 16, Contractors License Law.
- H. Contractors bidding on this project will be required to furnish license number and date of expiration of said license for themselves and any subcontractors used in the performance of this specification. Failure to provide such information on the Proposal Form may result in bid being rejected [Reference BPC § 7028.15(e)].
- I. 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. 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.
- J. 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](http://www.dir.ca.gov/DLSR).
- K. Pursuant to Labor Code, Section 1773.2, the Military Department has access to copies of the General Prevailing Wage Rate for the applicable labor classification(s) and will make such available to any interested party upon request.
- L. Requests for prevailing wage determinations must be made in writing and submitted to the Military Department at 10601 Bear Hollow Drive, Box 12, Rancho Cordova, CA 95670-6350, Attention: Purchasing and Contracting Branch. The Military Department will not respond to requests submitted within five (5) working days of the bid opening.
- M. Request For Information (RFI) must identify the geographical location for the basic trade and the appropriate determination(s) for the work to be performed.
- N. 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. Use of Procore shall be included in any bidder's proposal and will not be grounds for additional compensation.

1-05. Contractor must provide qualified, licensed, and trained personnel during the contract period.

- A. Specific schedule and definition of level of service will be found in Section 4 – Technical Specifications - of this IFB.
- B. All services called for in this IFB and the resulting contract will be performed in accordance with the specific requirements and schedule of performance found in Section 4.
- C. Costs of developing and submitting proposals are entirely the responsibility of bidding individuals/firm and shall not be chargeable to or paid by the State of California.

1-06. Questions regarding this IFB should be directed as follows:

Technical specifications, worksite condition contractor responsibilities, contract administration, contractor qualifications and rules of bidding, please contact the Contract Administrator, Sergey Kinchak at [Sergey.Kinchak@cmd.ca.gov](mailto:Sergey.Kinchak@cmd.ca.gov). Email subject lines must state “RFI FOR EVENT# 36087”.

- 1-07. The use of the proposal forms provided in this IFB is mandatory (or a copy of the attached forms).
- 1-08. Bidders requesting small business preference must check and sign the appropriate area on the bid proposal forms.
- 1-09. Contract Standard Clauses. Bidder awarded a contact pursuant to this IFB will be required to sign contract documents containing the following provisions:
  - A. The Contractor agrees to indemnify and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material men, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the contractor in the performance of this contract.
  - B. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
  - C. The State may terminate this agreement and be relieved of the payment of and consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the contractor under this agreement and the balance, if any, shall be paid the Contractor upon demand.
  - D. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.
  - E. Time is of the essence in this agreement.
  - F. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

- G. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly provided.
- H. Contractor swears under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal Court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board.
- I. This contract may be amended during the period of contract performance, subject to the mutual agreement of parties.
- J. This contract shall be subject to and construed in accordance with the laws of the State of California, whether or not specifically cited herein.
- K. This agreement contains all the terms and conditions agreed to by all parties. No other understanding, oral or otherwise, regarding the subject matter of this agreement, shall be deemed to exist or to bind any of the parties hereto.
- L. The contractor agrees to recognize the mandatory standards and policies relating to the energy efficiency in the State Energy Conservation Plan Title 23, California Code of Regulations, as required by the U.S. Energy Policy and Conservation Act (Public Law 94-165).
- M. Contractor shall not enter into any subcontracts for the performance of the principal services to be rendered under this agreement without the express consent in writing of the State. Any subcontractors authorized to provide such services must meet and comply with all requirements set forth in this agreement.
- N. All Contracting parties shall be subject to the examination and audit of the Auditor General for a period of three years after final payment under the contract (Government Code Section 10532) should the contract amount exceed \$10,000.00.
- O. Contractor agrees that the Military Department or its designee will have the right to review, obtain, and copy all records pertaining to performance of the contract. Contractor agrees to provide the Military Department with any relevant information requested and shall permit the Military Department access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with Public Contract Code Section 10115 et. seq. and Title 2, California Code of Regulations, Section 1896.60 et. seq. and for the purpose of determining compliance with the State requirements. Contractor further agrees to maintain such records for a period of three (3) years after final payment under the contract.
- P. This agreement is valid and enforceable only if sufficient funds are made available by the Budget Acts for those state fiscal years as represented under this contract. This contract is further subject to any additional restrictions, limitations, or conditions enacted by the Legislature and contained in the above Budget Bills or any statute enacted by the Legislature which may affect the provisions, terms, or funding of this or any subsidiary contract in any manner.

Q. 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 every submittal. However, for any additional reviews the contractor shall be back charged for the Contract Manager's and Architect/Engineer's review time at a cost of \$100.00 per hour.

R. 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. However, for any additional RFIs for the same issue, the contractor shall be back charged for the Contract Manager's and Architect/Engineer's review time at a cost of \$100.00 per hour.

1-10. Contracts resulting from this IFB will be inclusive of the provisions of the standard clauses above, Section 2 (General Conditions), Section 3 (Insurance Liability Requirements), and Section 4 (Technical Specifications) as fully set out in this solicitation.

1-11. Cancellation, Modification, and Waiver: The Military Department reserves the right to cancel or modify this IFB, in whole or in part. The Military Department may reject any or all bids or proposals for cause and may waive any immaterial deviation or defect in a bid or proposal. The Military Department's waiver of a deviation or defect shall in no way modify the IFB documents or excuse the contractor from full compliance with the IFB specifications if awarded the contract.

1-12. Drug-Free Workplace Certification: Senate Bill 1120, Chapter 1170, Statutes of 1990, requires state contractors to maintain a "drug-free workplace". By signing this contract, the contractor or grantee hereby certifies under penalty of perjury under the laws of the State of California that the contractor or grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

A. Every contractor must comply with the following:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
  - a. the dangers of drug abuse in the workplace;
  - b. the person's or organization's policy of maintaining a drug-free workplace;
  - c. any available counseling, rehabilitation, and employee assistance programs; and,
  - d. penalties that may be imposed upon employees for drug abuse violations.
3. Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed contract:
  - a. will receive a copy of the company's drug-free statement; and,
  - b. will agree to abide by the terms of the company's statement as a condition of employment on the contract.

B. Failure to comply with these requirements may result in suspension of payments under the contract or termination of the contract or both and the contractor or grantee may be ineligible for award of any future state contracts if the department determines that any of the following has occurred: (1)

the contractor or grantee has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

1-13. Bidders certified as a “Small Business” in accordance with Title 2, California Code of Regulations, Section 1896, et seq. shall be granted a five percent (5%) cost bid preference when a responsible non-small business has submitted the lowest-priced, responsive bid.

A. The rules and regulations of this law and applications for the State of California Small Business preference may be obtained from:

State Department of General Services, Procurement Division, Office of Small Business and DVBE Certification, 707 Third Street, 1<sup>st</sup> Floor, Room 400, West Sacramento, California 95605 - (916) 375-4940 voice, (916) 375-4950 24-hour recording, (916) 375-4950 facsimile.

B. Bidder's small business status and disabled veteran business enterprise status shall be verified with the Office of Small Business and DVBE Certification. Bidders claiming small business and/or DVBE status must be certified prior to bid opening.

In the event of a precise tie after all preferences and incentives have been applied a contract award shall be made as follows:

<b>Tie between a:</b>	<b>Award to:</b>
Certified Small Business and certified DVBE who is a certified Small Business after incentive has been applied	Certified DVBE
Certified Small Business and a non-small business after preference has been applied	Certified SB

1-14. A certified Small Business (SB) shall receive a 5% preference on a bid proposal when a responsible non-small business has submitted the lowest priced responsive bid.

A certified Disabled Veterans Business Enterprise (DVBE) shall receive a 5% incentive on a bid proposal when a responsible non-DVBE has submitted the lowest priced responsive bid.

A firm that is certified as both a SB and DVBE shall receive a 10% preference on a bid proposal when a responsible non-small business and non-DVBE has submitted the lowest priced responsive bid.

The value of the SB or DVBE preferences is limited to \$50,000.00 each or a maximum of \$100,000.00 if the prime contractor is both a SB and a DVBE when a contract award is based upon award to the lowest compliant bid.

For low-cost awards, application of the DVBE incentive cannot displace award to a #1 ranked small business.

A 5% preference shall be offered to a non-small business (non-SB) that commits to subcontract at least 25 percent (25%) of its net bid price to a California certified SB(s) per Government Code Section 14838(b). SB and MB bidders shall have precedence over non-SB bidders in that application of the preference for which a non-SB bidder may be eligible shall not result in the denial of the award to a SB or MB bidder, per Government Code Section 14838(f).

- 1-15. The California Taxpayer and Shareholder Protection Act of 2003, Public Contract Code section 10286, et seq., which prohibits state agencies from contracting with expatriate companies, unless they satisfy minimum requirements related to shareholder rights, or obtain a waiver, effective April 1, 2004. An expatriate company is a United States company that has moved, in name and on paper only, to a tax haven country (typically Bermuda or the Bahamas) and has no substantial business activities in the country of reincorporation.
- 1-16. All bids must have reached the Purchasing and Contracting Branch prior to bid opening time. Proof of receipt prior to the deadline is a Military Department Purchasing and Contracting Branch Date Stamp or email time stamp. Bidders are cautioned that internal State handling of mail can add up to 24 hours to delivery time within the Department prior to date stamping.

**END OF SECTION 1**



## **SECTION 2**

# **GENERAL CONDITIONS OF PUBLIC WORKS CONTRACT**

## **SECTION 2**

### **GENERAL CONDITIONS OF PUBLIC WORKS CONTRACT**

#### **2-01. 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.

#### **2-02. BIDDING REQUIREMENTS AND CONDITIONS**

- A. Examination of Plans, Specifications and Site of the Work:
  1. 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".
  2. 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 an 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 2-05E.
- C. Proposal Forms: The Military Department will furnish to each bidder a standard proposal form 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 proposal 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. A telegraphic request or electronic (e-mail) request is not acceptable. 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:
  - 1. 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.
  - 2. 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.

## **2-03. 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:
  - 1. 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.
  - 2. If the contract amount is less than \$25,000, 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.

3. 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.
4. 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.
5. Bonds must be issued by a California-admitted surety. (CCP § 995.311.)

C. Execution of Contract:

1. 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.
2. 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 Contract 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 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 Contract 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 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.

2-04. **LEGAL, RELATIONS, AND RESPONSIBILITY**

A. Regulations and Protection:

1. 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.
2. 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 indemnify 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.
3. 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.
4. 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.
5. 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.
6. 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:

1. 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".
2. Labor Code Certifications:
  - a. 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."
  - b. 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.

- c. 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.
- d. 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.
- e. 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.
- f. Each contractor and subcontractor shall comply with the Labor Code section 1776 regarding record keeping.
- g. 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.
- h. 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](http://www.dir.ca.gov/DLSR).
- i. 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.
- j. 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.

- C. 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.
- D. 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 indemnify 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.

E. 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 2-07C.

F. 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.

G. 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.

H. 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 contractor's pre-qualification rating, if any, and for refusing to establish, re-establish or renew a pre-qualification 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:
    - (1) Spell out responsibilities for non-discrimination in hiring, referral, upgrading and training.
    - (2) 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.

I. 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.

J. 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.)

**2-05. 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:

1. 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.
2. 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 persons (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:

1. Addendum: An Addendum shall govern over all other contract documents. Subsequent addendums 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 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 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 contracting officer shall furnish from time to time such detailed 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 Contract 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:

1. 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.
2. 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)

1. 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.
2. 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.
3. 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 Contracting Officer.

L. Conduct of Work:

1. 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.
2. 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.
3. 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, marking 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 the relation of all parts of the work and at the proper time furnish and set anchorage, blocking, or bedding as required.

4. Materials, articles, and equipment shall be furnished in ample quantities and at such times as to ensure uninterrupted progress of the work. They shall be 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 materials are stored on site it shall be the contractor's sole responsibility for security of said materials and the 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:
  1. 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 Contract 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.
  2. 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:

1. The contractor shall observe strictly that each and every kind of work shall be performed 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, the contractor shall furnish as photographic identification of all staff proposed to work on the site, organized by the company or as directed by the PM. 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 PM 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.
2. 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:

1. 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.
2. 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.
3. 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.
4. 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.

S. Time of Work and Damage:

1. The State will designate the starting day of the contract on which the contractor shall immediately begin and diligently prosecute the work to completion. The period of performance start date will be the job start meeting date which the Contractor and the PM shall conduct within 7 days after receipt of the fully executed contract and receipt of all required submittals.
2. 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.

3. 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

1. Contractors may be required to fully participate in the utilization of the CMD Project Management Software commonly referred to as Procore, of 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.

#### 2-06. **CHANGES IN THE WORK**

##### A. Requests for Changes:

1. 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.
2. Any change or deviation from the contract plans and specifications made without authority in writing from the Military Department's 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 Contracting Officer.
3. 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.
4. 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 2-07D.

##### B. Changed Work, Time Adjustments:

1. 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.
2. 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.
3. 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 2-03B shall be furnished with such supplementary agreement, covering any increased amount of the contract due to the change.

**2-07. 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 Contracting Officer, progress payments shall not exceed 95% of the value of the completed work unless otherwise stipulated in 2-23B.
- 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 2-23 and the PM has accepted all required administrative documents. Upon written acceptance of the contractor's work by the Military Department, the PM 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:
  1. 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.

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

**2-08. 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 Contract 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 Contract Manager, Project Engineer, 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.

**2-09. 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 PM, actual work schedule may be adjusted. The site will not be available for contractor's activities on weekends, or on State or Federal holidays.

**2-10. 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 States 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.

2-11. **STANDARD CALIFORNIA NON-DISCRIMINATION CLAUSE-CONSTRUCTION CONTRACT SPECIFICATIONS** (Government Code, Section 12990): See the last two pages of this Section.

2-12. **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**

2-13. **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.

2-14. **CHANGES AND EXTRAS**

The 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 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 2-19 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.

2-15. **CHANGED CONDITIONS**

The Contractor shall promptly, and before such conditions are disturbed, notify the 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 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 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 2-19 hereof entitled Disputes.

**2-16. SUPENSION OF WORK**

(a) The 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 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 (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the 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 (1) for any costs incurred more than 20 days before the Contractor shall have notified the 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 (2) 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.

**2-17. STOP WORK ORDER**

(a) The 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 Contracting Officer shall either— (1) Cancel the stop-work order; or (2) 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 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— (1) 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 (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; *provided*, that, if the Contracting Officer decides the facts justify the action, the 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 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 Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop work order.

2-18. **CHANGES**

(a) The 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 Contracting Officer that causes a change shall be treated as a change order under this clause; *provided*, that the Contractor gives the 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 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 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 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.

2-19. **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 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 Contracting Officer's decision.

2-20. **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 Contracting Officer determines that a termination is in the Government's interest. The 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 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 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 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 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 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 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 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 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 contracting officer of acceptable inventory schedules for each property classification. The Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the 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 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 Contracting Officer in the form and with the certification prescribed by the 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 Contracting Officer upon written request of the Contractor within this 1-year period. However, if the 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 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 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 Contracting Officer fail to agree on the whole amount to be paid because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined by the 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 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 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 Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (f) above, the fair value, as determined by the 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 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 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 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 Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The 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 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 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 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 Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

2-21. **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 Contracting Officer), notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, the time for completing the work shall be extended. The findings of the 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.

**2-22. 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 contracting officer shall grant a further period of time prior to the date of final settlement of the contract, notify the contracting officer in writing of the causes of delay. The 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 Contracting Officer's judgment, the findings of fact justify such an extension, 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.

## 2-23. **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 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 contracting officer or USPFO of the State.

2-24. **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 contracting officer shall solely decide the question of equality. The contractor shall furnish to the 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 contracting officer, the contractor shall furnish to the 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 contracting officer may in writing require the contractor to remove from the work site such employee as the contracting officer deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work site is deemed by the contracting officer to be contrary to the public interest.

2-25. **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 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 2-17 of this contract, the contractor and surety being liable for any damage to the same extent as provided in said Clause 2-17 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 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 2-08 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.

## 2-26. **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.

## 2-27. **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.

## 2-28. **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 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.

2-29. **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.

2-30. **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.

2-31. **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.

2-32. **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.

2-33. **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.

**2-34. 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.

**2-35. WITHHOLDING OF FUNDS**

A. The 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 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.

**2-36. 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.

**2-37. 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."

2-38. **EQUAL OPPORTUNITY (See paragraphs 2-04, B 2 and G 1 through 13: Standard California Nondiscrimination Construction Contract Specifications (GOV. Code Section 12990))**

2-39. **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 NONSEGREGATED 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.

2-40. **CLEAN AIR AND WATER**

(Applicable only if the contract exceeds \$100,000, or the 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. 1857c-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA, or the contract is not otherwise exempt.)

A. The bidder or offeror certifies as follows:

1. 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:
2. The bidder/offeror will promptly notify the 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 proposed for use for during the performance of the contract is under consideration to be listed on the EPA List Violating Facilities: and

3. 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:
  1. 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).
  2. 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).
  3. 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 (42 U.S.C. 1875c-6(c) or (d)), or an approved implementation procedure under section 112(d) of the Air Act (42 U.S.C. 1875c-7(d)).
  4. 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).
  5. 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.
  6. 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.
  7. 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.

2-41. **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 addition 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 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 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 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 contracting officer under the State prime contract.

**2-42. 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.

**2-43. BUY AMERICAN ACT**

- A. Agreement: In accordance with the Buy American Act (41 U.S.C. 10a-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.

2-44. **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.

2-45. **DEFINITIONS**

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

- A. The term "Contracting Officer" means the person executing this contract on behalf of the State and any other officer or civilian employee who is properly designated Contracting Officer (KO) and the term includes, except as otherwise provided in this contract, the authorized representative of a 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 contracting officer).
- E. The term "USPFO" means the United States Property and Fiscal Officer assigned to the State

2-46. **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.

**2-47. 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 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 contracting officer may have the necessary work performed and charge the cost thereof to the contractor.

**2-48. 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 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 contracting officer and shall be built 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 contracting officer, such buildings and utilities may be abandoned and need not be removed.
- C. The contractor shall, under regulations prescribed by the contracting officer, use only established roadways or construct and use such temporary roadways as may be authorized by the 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.

2-49. **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 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 contracting officer.

2-50. **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 contracting officer.

2-51. **INSPECTIONS**

The work will be conducted under the general direction of the 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 contracting officer, nor shall the presence or absence of an inspector relieve the contractor from any requirement of the contract.

2-52. **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).

2-53. **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.

**2-54. 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.

**2-55. 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 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.

**2-56. 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 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.

2-57. **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.

2-58. **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: (1) The emergency planning reporting requirements of Section 302 of EPCRA. (2) The emergency notice requirements of Section 304 of EPCRA. (3) The list of Material Safety Data Sheets, required by Section 311 of EPCRA. (4) The emergency and hazardous chemical inventory forms of Section 312 of EPCRA. (5) The toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA. (6) The toxic chemical and hazardous substance release and use reduction goals of section 2(e) of Executive Order 13423 and of Executive Order 13514.

2-59. **ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED 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 Contract Manager.

2-60. **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).

2-61. **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).

2-62. **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.

2-63. **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 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](http://www1.eere.energy.gov/femp/procurement/eep_requirements.html).

2-64. **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](http://www.epeat.net).

2-65. **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 on EPA’s website.

2-66. **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](#). Please see attached table and requirements as specified on the proposal form.

2-67. **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).

2-68. **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.

2-69. **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 SECTION 2**



## **SECTION 3**

# **BID SUBMISSION, CONTRACT AWARD, AND INSURANCE LIABILITY**

## SECTION 3

### BID SUBMISSION, CONTRACT AWARD, AND INSURANCE LIABILITY

3-01. Bid Description: The State is seeking bids based on a single lump sum quotation inclusive of all Contractors' costs involved in performing the full scope of this service.

- a. Bids will be submitted for the entire scope of work as described in Section 4 of this IFB. Any deviation from the specification (including qualified bids) will not be considered a valid proposal and will be cause for rejection.
- b. Proposals must be signed by the bidder or by an officer of the bidder who has authority to sign contracts binding upon the bidder. Unsigned proposals will be rejected. Bidders are required to submit one (1) original Signed Proposal.

3-02. Bid Opening: At time and date as stated in Section 1, paragraph 1-01, all bids received will be opened by a representative of the Office of the Adjutant General, 10601 Bear Hollow Drive, Rancho Cordova, CA 95670-6350.

- a. All bids must reach the Purchasing and Contracting Branch prior to bid opening deadline.
- b. BIDDERS ARE CAUTIONED THAT INTERNAL STATE HANDLING OF MAIL CAN ADD UP TO 24 HOURS TO DELIVERY TIME WITHIN THE DEPARTMENT PRIOR TO DATE STAMPING.

3-03. Bid Forms: Proposals must be submitted on official Military Department forms (or copied reproduction thereof) or bid will be rejected.

3-04. Bid Withdrawal: Prior to the published time and date, a proposal may be withdrawn by submitting a written request signed by the bidder or a duly authorized officer of the bidder. The Military Department will not accept telephonic nor telegraphic bids, or telephonic/telegraphic requests to modify or withdraw bids. Bids may not be withdrawn after published bid opening time on the proposal due date. All bid offers will remain in effect until the contract is awarded by the State.

3-05. Rejection and Waiver: The State may reject any or all bids and may waive any immaterial deviation. The State's waiver of an immaterial deviation shall in no way modify the Invitation for Bids (IFB) or excuse the bidder from full compliance with the objectives if the bidder is awarded the contract.

3-06. Basis of Award of Contract: The basis of award of this contract will be the lowest responsive bid from a qualified, responsible bidder; then considering Small Business Preference (if Applicable), See section 1, paragraph 1-13 and Section 2, paragraph 2-02 g for more information.

3-07. Protest Exclusions:

In accordance with the State Contracting Manual Section 6.03 F. Protest Exclusions: "The contract award is for a type of contract not subject to the protest procedures. This category includes contracts for the construction, alteration, improvement, repair, or maintenance of real or personal property; goods or commodities and contracts for professional architecture or engineering services under GC 4525." This contract, therefore, is excluded from any form of protest.

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 or 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**

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

b. **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.**

**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](mailto:PWC@cmd.ca.gov)  
Subject Line = Standard Contract #119381 | Insurance Certificate

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

**END OF SECTION 3**



## **SECTION 4**

### **SCOPE OF WORK IFC DESIGN**

### **ENVIRONMENTAL DETERMINATION PROPOSAL FORMS (Section 4 |1-6)**

**Bidder's References**

**Noncollusion Affidavit (PCC 7106)**

**Small Business Preference and Certification**

**Request (STD 811)**

**Bidder Declaration (GSPD-05-105)**

**DVBE Declaration (DGS PD 843)**

**Darfur Contracting Act (PCC 10478)**

**Iran Contracting Act Verification Form (PCC 2202-2208)**

**Contractor Certification Clauses (CCC 04/2017)**

**Civil Rights Laws Certification (PCC 2010)**

MILITARY DEPARTMENT  
OFFICE OF THE ADJUTANT GENERAL  
10106 Bear Hollow Drive  
Rancho Cordova, California 95670



**SCOPE OF WORK**  
**BURBANK FMS**  
**ROOF/HVAC/GATE/FIRE PROTECTION**  
**26 FEBRUARY 2025**

**SCOPE OF WORK:** Work will consist of furnishing notifications, fees, labor, materials, disposal needs, equipment, and warranties. Contractor is responsible for all necessary permits, providing supervision, quality control and safety during the entire project. Contractor will be responsible for having all underground utilities marked prior to Job Start. Contractor is responsible for implementing best practices to protect the environment in accordance with state, local laws and provisions in the California Military Department environmental recommendations provided. Work shall be performed during normal business hours, unless otherwise specified. Any damage done by the contractor shall be repaired or replaced at no additional cost to the Army National Guard. All Construction and Demolition waste removed shall be recycled/disposed of off-site at the proper facility. Submit copies of recycled material weigh master tickets to the government.

The primary objective is for Perimeter security access, Mechanical/HVAC, Roofing systems Electrical, Structural, and Architectural Systems work as required to support renovation.

**Vehicle Maintenance Bays**

Vehicle Maintenance work bays consist of a wood planks roof deck with several skylights throughout the work bays. There are visible gaps, splitting, warping, paint peeling, cracking on the wood plank deck indicating water damage. Signs of water damage were especially noticeable around the skylights. Wood planks found around roof penetrations appeared to have cracking as well. At an exterior view, shingles surrounding skylights were visibly damaged. Gutters and downspouts surrounding the building are in poor condition. Consistent signs of water damage and peeling paint are at each location. The roof is beyond its service life.

**Evidence of Water**

Damage throughout the building makes it clear that the roof should be replaced.

**FMS Offices**

All FMS office spaces consist of painted gypsum board ceilings. The ceiling between the storage room and break room, displays signs of water damage. Discoloration was found around the east door entrance at ceiling and wall. Deficiencies were found in finishes throughout the office spaces. We recommend to replacing finishes.

**Recommendations**

Replace the roof and flashing according to the UFC 3-110-03 requirements. Recommend standing seam metal roof to replace existing composite shingles. Roof replacement provides a 20-year warranty and brings new life to the overall building. Recommend upgrading insulation to

meet current code requirements. Reinsulating the roof will result in energy efficiency, cut energy costs, and help maintain a comfortable temperature throughout the building.

It will be ideal to replace the existing wood-plank deck to metal deck, since the facility will receive a new roof, however, a new metal deck diaphragm system will be a significant structural revision to the facility which will trigger a comprehensive seismic retrofit. Therefore, we recommend maintaining the existing deck and remove and replace wood planking members affected by water damage around skylights and other areas, including but not limited to wood planks cracking, splitting, warping, paint peeling, gaps, watermarks. We recommend painting the entire underside of the wood deck for better illumination in the vehicle bays.

Skylights must be replaced with skylights that meet current code requirements. Code compliant skylights result in improved insulation and energy costs. Replacement will also contribute to remedying roof leaks.

Replace gutters and downspouts throughout the building. Construct to meet the UFC 3-110-03 requirements. New gutters and downspouts will protect the building from water damage and improve the building's architectural appearance.

### **FIRE PROTECTION**

A new wet pipe fire sprinkler riser assembly and backflow will be provided in the location as shown on the drawings. Sprinkler piping will be Schedule 40 black steel for sizes 2-inch and less. Sprinkler piping greater than 2-inches will be minimum Schedule 10 black steel. Pipe will have welded or flanged connections upstream of the system valves, and with threaded or grooved couplings downstream of the system valves. Automatic air relief valves will be required at the high points of each sprinkler system. Recessed pendent sprinklers will be required in areas with gypsum ceilings, and upright sprinklers will be provided in areas without ceilings. Sprinkler mains will be routed in the ceiling space with branch piping routed to serve the individual room sprinklers. Hazard classifications will be as indicated on the drawings.

### **PERIMETER FENCE AND GATE**

To increase security at the facility, a new sliding gate will be installed at the site with a compatible motorized operator. A key access system will be installed on the entry side of the gate. The new gate will match the existing gate width of 24 feet. When replacing the gate, the northern portion of the fence (approximately 300 feet of fencing) will also be removed and replaced. Gate and fence type will be compatible with future fencing improvements at the facility. Additionally, a man gate will be constructed at the facility entry for pedestrian access.

### **PAVEMENTS**

The existing site is currently paved. The concrete paved driveway will be replaced, with the concrete pavement extending into the parking lot by approximately 5 feet. Asphalt paving will be removed and replaced where utilities, equipment pads, and other equipment will be installed. A section of the road outside of the facility will also need to be repaired where the new fire line is constructed. Cracks in the asphalt pavement will be sealed and a fog layer will be applied to help delay future maintenance costs for the facility.

A new fire hydrant, fire service lateral, and extension of fire main line will be requested for installation by Burbank Department of Water and Power. The hydrant will be installed on the

outside of the FMS facility, near the FMS entrance gate, and the fire service lateral will connect to the building. The portion of the fire service lateral inside the FMS facility will be installed by the contractor.

Bollards will be required for the new mechanical equipment.

Contractor is responsible for all obtaining all Permits required from City, County, OSFM, or State.

Contractor will have 365 Calendar Days to complete 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 CALOSHA for safety and health.

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 UFCs listed below will be followed:

- 2019 CBC California Building Code
- 2019 California Green Building Standards Code
- UFC 1-200-02 High Performance and Sustainable Building Requirements
- UFC 3-110-03 Roofing
- Design must comply with Army National Guard Criteria DG 415-4, Training Site Facilities Design Guide, and DG 415-5, General Facilities Information Design Guide.

The Contractor shall be registered and participate with the Department of Industrial Relations (DIR) electronic certified payroll reporting (eCPR) for contracts over \$1,000.

Bidding of this scope shall include prevailing wages, payment and performance bond.

**1. BACKGROUND:** Located at Burbank, California, this project is providing design services for renovation of an existing vehicle maintenance shop with supporting admin offices, breakroom, restroom and supporting spaces.

**2. LOCATION:** 3800 Valhalla Dr,  
Burbank, CA 91505

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

### **3.1 DEMOLITION:**

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 local, state and federal regulations. Contractor shall provide temporary power as needed.

Contractor shall work with the Project Manager and 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 local, State and Federal regulations.

3.1.4 Unless otherwise noted, Contractor shall remove, relocate, demolition, and/or dispose of all materials, structures, finishes, and landscaping required in order to complete the installation, renovation, improvements noted in the plans and specifications. Contractor shall replace all removed items in accordance with the plans and specifications. This scope of work 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 BUILD BACK**

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 construction 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 Project Manager for resolution prior to proceeding with the work.

3.2.4 The renovation will provide a functioning athletic field in accordance with the plans and specifications.

### **3.3 CLOSE OUT AND WARRANTY**

3.3.1 Provide a two (2) year applicators performance and labor warranty, which shall cover workmanship and repair or replacement at no cost to the Government on all Asphalt work, Concrete work, Electrical/Lighting, Piping, Striping and all underground work.

3.3.2 Close out packet shall include Contractor and Manufacturer's warranty certificates for all labor and materials.

## **4. GENERAL NOTES:**

4.1 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 construction documents (plans), and required by the local building authorities. 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 Project Manager for interpretation prior to performing the work.

4.2 Contractor shall be responsible for making him/herself familiar with all surface utilities, pipes and structures, roadways, within the Limits of Construction. Contractor shall take sole responsibility for cost incurred due to damage and replacement of said utilities.

4.3 The Contractor shall field verify all conditions and dimensions of the job site and report all discrepancies and/or unusual conditions to the Project Manager prior to finalized bids or commencement of any construction.

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

4.5 The Contractor shall provide a named Field Superintendent and a list of all subcontractors to be used and submit the list to the Project Manager within 10 working days upon award of the contract.

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

4.5.2 The Contracting Officer is the only person who can approve a change in subcontractor.

4.6 The Contractor shall notify the Project Manager in writing of anticipated mobilization with prospective construction schedule notating keystone events and critical path, 10 working days in advance.

4.7 The Contractor (if necessary) to provide temporary services including barricade construction, power, lighting, and telephone, shall coordinate 10 working days prior to their installation and use with the Project Manager. The Contractor shall remove temporary services prior to completion and clean space as specified in the project.

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

4.8.1 Such conditions shall be immediately brought to the attention of the Project Manager.

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

4.9 The Contractor shall maintain required documents and up-to-date Construction Documents at job site.

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

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

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

4.11 The Project Manager, Assistant Project Manager, DPW, and inspectors from pertinent agencies shall be always permitted access to the job site during normal working hours.

4.12 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. Notification of all parties is required.

4.13 The Contractor shall maintain handbook, operating manuals, paperwork, and keys in an organized manner and within a safe place.

4.13.1 These shall be turned over to the Project Manager along with certificate of occupancy, lien waivers, warranties, and guarantees upon completion of said contract.

4.14 Contractor will notify the Project Manager of anticipated final inspection date 5 working days in advance in writing.

## **5. QUALIFICATIONS:**

5.1 Contractor/Applicator: Company specializing in performing the work, will have a current B License and valid C-12 Contractors license issued by the State of California, Consumer Affairs, Contractor State License Board (CLSB).

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

5.3 Promptly conduct a final inspection, to certify that materials installed comply in all respects with the requirements of this specification; and were installed in strict accordance with manufacturer's current requirements for the specified system.

## **6. SUBMITTALS:**

6.1 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 Project Manager.

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

## **7. MATERIALS/EQUIPMENT:**

7.1 Unless otherwise specified all materials and equipment used will be as specified in this scope of work and on the approved drawing (plans) and follow the Made in America ACT.

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

7.3 Unless noted otherwise on the construction documents (plans) or in the contract specifications 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 (plans) and contract specifications.

## **8. PRE-CONSTRUCTION CONFERENCE:**

8.1 Convene a minimum of five (5) working days prior to commencement of work.

8.2 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.

8.3 Personnel clearance issues will be discussed and finalized at the pre-construction meeting

## **9. HOURS OF OPERATION:**

9.1.1 All work to be provided under this contract shall be normally accomplished between 7:00 AM and 4:00 PM, Monday through Friday, except on holidays, unless otherwise approved by COR/PM.

9.1.2 Physical work of contract shall commence within 10 (ten) days of receipt of Notice to Proceed and be complete no more than 20 working days after work starts.

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. SECURITY REGULATIONS:**

10.1 Unless otherwise directed by the entrance gate officer and/or Contract Manager, the Contractor, Contractor's employees and subcontractors shall enter the facility through the main entrance.

10.2 In order to maintain facility safety and security, periodic fire prevention inspections and site searches may become necessary, and Contractor must furnish keys to facility authorities to access all locked areas on the worksite. The State shall in no way be responsible for Contractor's loss due to fire.

10.3 Due to security procedures, the Contractor, Contractor's employees, and subcontractors may be delayed at the facility vehicle/pedestrian gates. Any loss of time checking in and out of the facility gates shall be borne by the Contractor.

10.4 Contractor, Contractor's employees and subcontractors shall observe all security rules and regulations and comply with all instructions given by facility authorities.

10.5 Contractor, Contractor's employees and subcontractors shall not cause undue interference with the operations of the facility.

## **11. GATE CLEARANCE:**

11.1 Contractor and Contractor's employee(s) and/or subcontractor(s) must be cleared prior to entry onto base. Minimum 3 days prior to entry onto base, Contractor to provide Project Manager names of all personnel entering base for security clearance and security approval for entry.

11.2 Possession of the following is required for entry onto the facility:

11.2.1 Current vehicle registration.

11.2.2 Proof of vehicle insurance.

11.2.3 One of the following identifications

### **FEDERALLY ISSUED IDENTIFICATION**

- a. U.S. Passport
- b. U.S. Passport Card
- c. PIV or Federally-issued Personal Identification Verification – Interoperable (PIV-I) Cards
- d. Driver's License issued by the U.S. Department of State
- e. Border Crossing Card (Form DSP-150)
- f. DHS "Trusted Traveler" Cards (Global Entry, NEXUS, SENTRI, FAST)
- g. U.S. Military ID (all members of the U.S. Armed Forces [including retirees and dependent ID card holders]) and veterans. (Visit the Department of Defense's Common Access Card website for more information)
- h. Veterans Health Identification Card issued by the U. S. Department of Veterans Affairs
- i. U.S. Permanent Resident Card (Form I-551)
- j. U.S. Certificate of Naturalization or Certificate of Citizenship (Form N- 550)
- k. Employment Authorization Document issued by DHS (Form I-766)
- l. U.S. Refugee Travel Document or other travel document or evidence of immigration status issued by DHS containing a photograph (Permit to Re- enter Form I-327 and Refugee Travel Document Form I-571)
- m. Transportation Worker Identification Credential (TWIC)
- n. Merchant Mariner Card issued by DHS/United States Coast Guard (USCG)

### **STATE-ISSUED IDENTIFICATION**

- a. A REAL ID Driver's License issued by a state that meets the REAL ID standards
- b. State prisoner identification cards
- c. Interim Driver's License issued by a state that meets the REAL ID standards or has an extension
- d. Native American Tribal Photo ID

- e. Foreign government-issued passport
- f. PIV-I cards (issued by non-Federal Government entities)

## **12. EXECUTION:**

- 12.1 Verify that surfaces and site conditions are ready to receive work.
- 12.2 Contractor shall coordinate with DPW Electrical Department prior to all electrical clearances to minimize customer interruptions.
- 12.3 Contractor shall verify that the system has been inspected by the CM in accordance with intent of contract.
- 12.4 Contractor shall schedule with CM for work-in-progress inspection at beginning of work, 50% of work, and at completion of the work.
- 12.5 Contractor shall promptly schedule with CM a final inspection, to certify that materials installed comply in all respects with the requirements of this specification; and were installed in strict accordance with Federal, State, and Local regulations as well as manufacturer's instructions/requirements for the specified system.
- 12.6 Workmanship:
  - 12.6.1 All work shall be accomplished with a foreman, journeymen and laborers who are thoroughly skilled in the application of specified materials; with all workmanship done in such a manner as to fulfill the requirements of the drawings and specifications.
  - 12.6.2 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.
  - 12.6.3 Certify this requirement to the Officer Representative in writing.

- 12.3 All work of others that 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.

## **13. DELIVERY, STORAGE, and HANDLING:**

- 13.1 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.
- 13.2 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 Project Manager. Unless otherwise specified by material manufacturer storage and handling instructions, store all materials in an enclosed area where temperature is above 50 degrees and below 90 degrees Fahrenheit.
- 13.3 Material shall not be stored directly on the ground or improved surface.

#### **14. ENVIRONMENTAL REQUIREMENTS:**

14.1 Do not apply material during unsuitable weather when ambient temperature per manufacturer's instructions.

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

#### **15. COORDINATION:**

15.1 The general contractor shall be responsible for any coordination with other subcontractors as required to accomplish construction operations.

#### **16. QUALITY ASSURANCE:**

16.1 Regulatory Requirements:

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

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

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

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

#### **17. CLEAN UP:**

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

17.2 Broom clean exterior surface adjacent to premises (paths and walkways driveways, roads used during construction).

17.3 Remove all stickers, glues, adhesives, and clean all surfaces prior to acceptance.

#### **18. DISPOSITION OF MATERIALS:**

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

18.2 Contractor shall make own arrangements for disposal of debris or other waste material away from the FMS at own expense and assume total responsibility for proper disposal of all materials in accordance with local, State and Federal regulations.

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

**19. WARRANTIES:**

19.1 Provide a two (2) year labor and material warranty, which shall cover workmanship, labor and materials to repair or replace at no cost to the Government.

**20. SAFETY REQUIREMENTS:****20.1 Accident Prevention:**

20.1.1 In order 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, etc.

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

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

**20.2 Occupational Safety and Health Administration:**

20.2.1 Safety standards set forth by OSHA shall be maintained and followed by the Contractor, subcontractor(s) and work crews at all times.

**20.3 Fire Prevention:**

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

**20.4 Rules of Safety:**

20.4.1 All rules of safety that are or may be imposed upon the Contractor by Federal, State or Municipal Code, CALOSHA and the applicable Army regulations shall be effectively carried out in the performance of the contract.

20.4.2 The Contractor shall be responsible for safety precautions during construction.

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

20.4.4 The Contractor shall complete Form 3394 and submit to the Project Manager within three (3) calendar days of an accident involving personal injury or property damage.

**21. POLLUTION ABATEMENT:**

21.1 The contractor shall comply with all Federal, State and Local environmental laws and regulations.

21.2 The contractor shall avoid any disposal practices that will place the Government a controversial position with Local and Federal environmental agencies.

**22. CLOSE OUT & INVOICES:**

22.1 All invoices must be submitted to the Project Manager and 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**

**California Military Department**  
**Burbank Field Maintenance Shop Repair**  
Burbank, CA  
IFC Design  
June 2022

**CRAWFORD**  
CONSULTING SERVICES

**Burns & McDonnell**

Submitted by:

**Crawford Consulting Services, Inc.**  
239 Highland Avenue  
East Pittsburgh, PA 15112  
[www.crawfordcs.com](http://www.crawfordcs.com)

## I. PROJECT INFORMATION

<b>Project Title:</b>	Burbank Field Maintenance Shop Repair
<b>Project Location:</b>	Burbank, CA
<b>Design Phase:</b>	IFC Design
<b>Designer:</b>	Burns & McDonnell
<b>Agency:</b>	California Military Department
<b>Date of Report:</b>	June 2022
<b>Estimate Class:</b>	AACE Estimate Class 1
<b>Estimate Software:</b>	MCACES (MII)
<b>Currency:</b>	USD
<b>Project Type:</b>	Renovation
<b>Contracting Delivery:</b>	Design-Bid-Build
<b>Contract Procurement:</b>	Full and Open

## II. PROJECT SCOPE DESCRIPTION

The primary focus of the project is the renovation of the Burbank Field Maintenance Shop (FMS). The scope of work includes a new roofing system, fire alarm system, HVAC system, vehicular security gate, and power upgrades related to the previously listed items.

### Design Basis

This estimate has been developed utilizing the following design documents provided by design team including but not limited to:

- IFC Design Drawings dated 06/06/22.
- Site Assessment Report dated July 2021.
- Correspondence with and information provided by the design team.

## III. SCHEDULE

<b>Estimated Construction Start</b>	SEP 2022
<b>Estimated Midpoint of Construction</b>	FEB 2023
<b>Estimated Construction Completion</b>	JUL 2023

#### **IV. ESTIMATING METHODOLOGY**

This cost estimate was prepared in accordance with AACE® International Recommended Practice No. 56R-08: Cost Estimate Classification System – As Applied for the Building and General Construction Industries. This estimate is consistent with the best estimating practices of the Government construction industry, FAR 36.203, and are current, accurate, and complete. They reflect the expected opinion of cost to the Government to perform the work by contract and include all reasonable costs which a prudent, experienced, and well-equipped contractor might anticipate and include in their bid.

#### **V. MARK-UPS**

##### **Direct Mark-Ups**

Productivity: 90%

- Reduced productivity used due to gate delays, close work quarters to adjacent structures, multiple trades in the general area, and past project experience on military facilities. 90% represents a 45-minute loss on a typical 8-hour workday.

Sales Tax: 10.25%

- On Materials, percentage accounts for State, County, and Local sales tax.

Cost Book Escalation: 18.31% (Material Only)

- On Materials from the 2022 MII libraries to bring to present date from date of publication (Aug 2021), based on ENR Material Cost Index published index. Start Aug 2021 (4933), End June 2022 (5836.22)
- While cost book is the 2022 release, communication with Gordian Group/RS Means stated the cost data cutoff date was August 2021.

Cost Book Escalation: 11.11% (Equipment Only)

- On Equipment from the 2020 MII libraries to bring to present date from date of publication (2020). Based on 4.5% per year.

Project Escalation: 3.69%

- Current date until anticipated Midpoint of Construction calculated using 5.5% per year.

## **Prime Contractor Mark-Ups**

General Conditions / Onsite Field Personnel: 12%

Prime Home Overhead: 6%

- Within industry averages, represents the cost of the functions that will be allocated to the project that are not onsite. These items include but are not limited to; office space, accounting, administrative, and other business functions the GC requires that are not direct project costs.

Prime Profit: 6.58%

- Calculated via Profit Weighted Guidelines

Bond/Insurance: 1.5%

- Typical industry average percentage for military construction.

## **Subcontractor Mark-Ups**

- Sub Job Office Overhead: 8%
- Sub Home Office Overhead: 6%
- Sub Profit: 8%

## **VI. ALLOWANCES / ASSUMPTIONS**

- Assumes full and open competitive bid. Sole source procurement will significantly increase the cost of the project.
- Assumes September 2022 construction start with a 10-month duration.
- Wages rated per Davis Bacon for Los Angeles, California.
- It is assumed that all work will be completed during a normal 5-day work week, working 8-10 hours per day.
- Assumed Design – Bid – Build contracting methodology.

## **VII. EXCLUSIONS**

- Excludes premium and overtime hours.
- Excludes special procurement / set aside contract costs premiums.
- Excludes cost impacts associated with fewer than 5 bidders.
- Excludes FF&E
- Excludes relocation of personnel and/or FF&E.
- Excludes any scope or items not specified in the detailed MCACES (MII) estimate
- Excludes Impacts because of COVID-19.

**VIII. MAJOR COST DRIVERS**

- HVAC System
- Electrical Service
- Roof replacement

**IX. PHASES / VARIANCE**

Phase	Submission Date	Project Cost (CCL Equivalent)
30% Design	September 2021	\$1,610,427
65% Design	October 2021	\$2,251,090
95% Design	December 2021	\$2,425,283
100% Design – Revised by BMCD per Amendment 1	May 2022	\$2,618,283
IFC Design	June 2022	\$2,559,400

## X. AACE STANDARD ESTIMATE ACCURACY RANGES AND BID IMPACTS

New Military Construction Budget Estimate Requirements Directive (DoD Directive 4270.5, Military Construction), establishes requirements for the development of project budget estimates in accordance with AACE International recommended practice FP56R-08, Cost Estimate Classification System- As Applied in Engineering, Procurement, and Construction for the Building and General Construction Industries.

<b>Primary Characteristics</b>		<b>Secondary Characteristics</b>		
<b>ESTIMATE CLASS</b>	<b>MATURITY LEVEL OF PROJECT DEFINITION DELIVERABLES</b> Expressed as % of complete definition	<b>END USAGE</b> Typical purpose of estimate	<b>METHODOLOGY</b> Typical estimating method	<b>EXPECTED ACCURACY RANGE</b> Typical variation in low and high ranges at an 80% confidence interval
Class 5	0% to 2%	Functional area or concept screening	Capacity factored, parametric models, judgement, or analogy	L: -20% to -30% H: +30% to +50%
Class 4	1% to 15%	Schematic design or conceptual	Parametric models, assembly driven models	L: -10% to -20% H: +20% to +30%
Class 3	10% to 40%	Design development, budget authorization, feasibility	Semi-detailed unit costs with assembly level line items	L: -5% to -15% H: +10% to +20%
Class 2	30% to 75%	Contractor bid/tender, semi-detailed	Detailed unit cost with forced detailed take-off	L: -5% to -10% H: +5% to +15%
Class 1	65% to 100%	Check estimate or pre bid/tender, change order	Detailed unit cost with detailed take-off	L: -3% to -5% H: +3% to +10%

**Table 1. Cost Estimate Classification Matrix for Building and General Construction Industries**

This cost estimate is consistent with a Class 1 estimate based on the Maturity Level of Project Definition Deliverables as expressed as a percentage of complete definition. The end usage can be used as a check estimate or bid / tender and includes detailed unit costs with detailed take-off. The expected accuracy range is L: -3% to -5%; H: +3% - + 10% depending on the construction complexity of the project, appropriate reference information and other risks (after inclusion of an appropriate contingency determination).

## **XI. QUALITY MANAGEMENT**

Crawford uses a systematic process that involves a three-tiered quality management approach in developing comprehensive, well documented, accurate, and credible cost estimates to minimizes the risk of cost overruns and unmet performance targets.

**Tier-One.** Our discipline estimators perform a formal quality control check of their own work including quantity take-off counts, material cost data, crew composition, and design document references.

**Tier-Two.** Discipline leads and/or senior estimators perform a review of the current working estimate and provide comments and revision notes to estimator for integration.

**Tier-Three.** Our final estimate is reviewed by the Crawford Project Manager to ensure the estimate package is comprehensive, well documented, accurate, and credible before final submission.

## **XII. ESTIMATING TEAM POINT OF CONTACT**

Project Manager (POC): Chris Angelucci

Phone: 412.823.0400 x274

[cangelucci@crawfordcs.com](mailto:cangelucci@crawfordcs.com)

## **XIII. ATTACHMENTS**

1. Detailed MCACES(MII) Cost Estimate

## **XIV. REFERENCES**

1. AACE® International Recommended Practice No. 56R-08: Cost Estimate Classification System – As Applied for the Building and General Construction Industries
2. ER 1110-1-1300, Cost Engineering Policy Manual,
3. ER 1110-3-1300, Military Programs Cost Engineering
4. Unified Facilities Criteria (UFC) Handbook: Construction Cost Estimating – UFC 3-701-01 23 May 2018, Change 9, 12 Aug 2021
5. FAR – Subpart 36.203 – Government Estimate of Construction Costs
6. USACE – Chapter 18.4 Cost Estimates
7. RS Means
8. Crawford Historical Data
9. Engineers Recommendations

Estimated by Crawford Consulting Services

Designed by Burns & McDonnell

Prepared by Chris Angelucci

Preparation Date 6/24/2022

Effective Date of Pricing 6/24/2022

Estimated Construction Time 304 Days

Description	Quantity	UOM	DirectCost	CostToPrime	ContractCost	ProjectCost
<b>Total Cost – (CCL Equivalent)</b>			<b>1,653,900</b>	<b>2,000,264</b>	<b>2,559,400</b>	<b>2,559,400</b>
<b>Primary Facilities</b>	<b>1.00</b>	<b>LS</b>	<b>1,232,654</b>	<b>1,523,871</b>	<b>1,994,014</b>	<b>1,994,014</b>
<b>Support Facilities</b>	<b>1.00</b>	<b>LS</b>	<b>421,246</b>	<b>476,393</b>	<b>565,386</b>	<b>565,386</b>

Cost Estimate												
Description		Quantity	UOM	DirectLabor	DirectEQ	DirectMatl	DirectSubBid	DirectCost	CostToPrime	ContractCost	ProjectCost	
<b>Detail Report</b>				618,282	17,763	615,514	402,341	1,653,900	2,000,264	2,559,400	2,559,400	
<b>A Primary Facilities</b>		1.00	LS	530,165	4,507	548,444	149,538	1,232,654	1,523,871	1,994,014	1,994,014	
<b>A01 Field Maintenance Shop</b>		1.00	LS	530,165	4,507	548,444	149,538	1,232,654	1,523,871	1,994,014	1,994,014	
<b>A0101 Substructure</b>				294.50	21.85	884.79	0.00	1,201.13	1,485.06	1,943.24	1,943.24	
<b>A010103 Slab On Grade</b>		1.00	SF	294	22	885	0	1,201	1,485	1,943	1,943	
<b>A01039X Other Slab on Grade</b>		1.00	LS	294	22	885	0	1,201	1,485	1,943	1,943	
<b>6" Slab on Grade - Reinforced w/ # 5 Rebar, 18" o.c. ew</b>		85.00	SF	294	22	885	0.00	14.13	17.47	22.86	22.86	
(Note: Mech pad exterior south east.)												
RSM 321123238210 Base course drainage layers, aggregate base course for concrete slabs and capillary water barrier, 1" minus graded gravel, 6" compacted thickness		2.00	CY	8.19 16	1.02 2	146.07 292	0.00 0	155.28 311	191.99 384	251.22 502	251.22 502	
RSM 031516302000 Expansion joint, premolded, bituminous fiber, 1/2" x 6"		0.85	LF	2.02 2	0.00 0	0.55 0	0.00 0	2.58 2	3.19 3	4.17 4	4.17 4	
RSM 031516300100 Expansion joint, cold, keyed, 24 ga. X 5-1/2" high, includes stakes		0.43	LF	3.89 2	0.00 0	1.84 1	0.00 0	5.73 2	7.08 3	9.27 4	9.27 4	
RSM 031113653050 C.I.P. concrete forms, slab on grade, edge, wood, 7" to 12" high, 4 use, includes erecting, bracing, stripping and cleaning		4.25	SFC	6.72 29	0.00 0	1.65 7	0.00 0	8.37 36	10.35 44	13.54 58	13.54 58	
RSM 033113350300 Structural concrete, ready mix, heavyweight, 4000 psi, includes local aggregate, sand, Portland cement (Type I) and water, delivered, excludes all additives and treatments		2.00	CY	0.00 0	0.00 0	221.81 444	0.00 0	221.81 444	274.24 548	358.85 718	358.85 718	
RSM 033923130300 Concrete surface treatment, curing, sprayed membrane compound		0.85	CSF	13.35 11	0.00 0	18.33 16	0.00 0	31.68 27	39.17 33	51.25 44	51.25 44	
RSM 033113704650 Structural concrete, placing, slab on grade, pumped, over 6" thick, includes leveling (strike off) & consolidation, excludes material		2.00	CY	29.65 59	9.90 20	0.00 0	0.00 0	39.55 79	48.90 98	63.99 128	63.99 128	
RSM 072610101200 Vapor retarders, building paper, polyethylene vapor barrier, standard, 10 mil (.010" thick)		85.00	SF	0.21 17	0.00 0	0.11 9	0.00 0	0.32 27	0.39 33	0.51 43	0.51 43	
HNC 033529300010 Concrete finishing, floors, monolithic, screed finish		85.00	SF	0.79 67	0.00 0	0.00 0	0.00 0	0.79 67	0.97 83	1.27 108	1.27 108	
RSM 032111600602 Reinforcing steel, in place, slab on grade, #3 to #7, A615, grade 60, incl labor for accessories, excl material for accessories		117.30	LB	0.78 91	0.00 0	0.99 116	0.00 0	1.76 207	2.18 256	2.85 335	2.85 335	
<b>A0102 Superstructure</b>				45,467.36	2,437.53	50,868.00	0.00	98,772.89	122,121.22	159,799.22	159,799.22	
<b>A010201 Floor Construction</b>		1.00	SF	45,467	2,438	50,868	0	98,773	122,121	159,799	159,799	
<b>B101001 Structural Frame</b>		1.00	LS	19,473	2,438	33,129	0	55,040	68,050	89,045	89,045	
<b>Main Building</b>		1.00	LS	15,075	1,668	18,587	0	35,330	43,681	57,158	57,158	
HNC 051223758210 Structural steel member, W-shapes, 0 to 30 pft, A992 steel, shop fabricated, incl shop primer, bolted connections		3.00	TON	1,185.77 3,557	355.45 1,066	4,328.00 12,984	0.00 0	5,869.21 17,608	7,256.60 21,770	9,495.47 28,486	9,495.47 28,486	
(Note: Adjusted material cost for 2020 pricing. Assumed steel for suspended mech. unit.)												
USR 061110101240.03 Beam and girder framing, single, 4" x 6"		25.00	LF	4.10 102	0.79 20	3.53 88	0.00 0	8.42 210	10.41 260	13.62 340	13.62 340	
(Note: S102/C. Item material modified using a 4"x14" item and prorating to a 4"x6" item.)												
USR 061110101240.02 Beam and girder framing, single, 4" x 10"		265.00	LF	4.10 1,086	0.79 208	5.86 1,552	0.00 0	10.74 2,847	13.28 3,520	17.38 4,605	17.38 4,605	
(Note: S102/C. Item material modified using a 4"x14" item and prorating to a 4"x10" item.)												
USR 061110101240.01 Beam and girder framing, single, 4" x 16"		180.00	LF	4.10 738	0.79 142	9.35 1,682	0.00 0	14.23 2,562	17.60 3,167	23.02 4,144	23.02 4,144	
(Note: S102/C. Item material modified using a 4"x14" item and prorating to a 4"x16" item.)												

Cost Estimate											
Description	Quantity	UOM	DirectLabor	DirectEQ	DirectMatl	DirectSubBid	DirectCost	CostToPrime	ContractCost	ProjectCost	
USR 060523600150.032 Wood framing connectors, anchor plate, simpson strong tie. (Note: S511. Item modified using local material pricing for Simpson Strong Tie.)	160.00	EA	21.86 3,498	0.00 0	8.45 1,352	0.00 0	30.32 4,851	37.48 5,998	49.05 7,848	49.05 7,848	
<b>Duct Support Stand</b> (Note: South East.)	<b>1.00</b>	<b>LS</b>	<b>6,092</b>	<b>233</b>	<b>928</b>	<b>0</b>	<b>7,252</b>	<b>8,967</b>	<b>11,733</b>	<b>11,733</b>	
RSM 051223400450 Angle framing, structural steel, less than 4", field fabricated, incl cutting & welding	300.00	LB	9.88 2,965	0.38 113	1.33 398	0.00 0	11.59 3,476	14.32 4,297	18.74 5,623	18.74 5,623	
RSM 051223400650 Channel framing, structural steel, less than 8", field fabricated, incl cutting & welding (Note: Used for HSS)	400.00	LB	7.82 3,127	0.30 119	1.33 530	0.00 0	9.44 3,777	11.67 4,670	15.28 6,110	15.28 6,110	
<b>B101003 Floor Decks and Slabs</b> (Note: Assumed catwalk at suspended ceiling unit.)	<b>1.00</b>	<b>LS</b>	<b>4,398</b>	<b>769</b>	<b>14,542</b>	<b>0</b>	<b>19,710</b>	<b>24,369</b>	<b>31,887</b>	<b>31,887</b>	
HNC 055131700695 Floor grating, steel, galvanized, 1-1/2" x 1/8" bearing bars @ 15/16" O.C., cross bars @ 4" O.C., 7.4 #/S.F., up to 300 S.F., field fabricated from panels	100.00	SF	6.33 633	0.18 18	25.86 2,586	0.00 0	32.38 3,238	40.03 4,003	52.38 5,238	52.38 5,238	
HNC 051223758210 Structural steel member, W-shapes, 0 to 30 plf, A992 steel, shop fabricated, incl shop primer, bolted connections (Note: Adjusted material cost for 2020 pricing.)	2.00	TON	1,185.77 2,372	355.45 711	4,328.00 8,656	0.00 0	5,869.21 11,738	7,256.60 14,513	9,495.47 18,991	9,495.47 18,991	
RSM 05513130020 Ladder, shop fabricated, steel, 20" W, bolted to concrete, incl cage	20.00	VLF	69.67 1,393	2.00 40	165.00 3,300	0.00 0	236.68 4,734	292.62 5,852	382.91 7,658	382.91 7,658	
<b>A010202 Roof Construction</b>	<b>1.00</b>	<b>LS</b>	<b>25,994</b>	<b>0</b>	<b>17,739</b>	<b>0</b>	<b>43,733</b>	<b>54,071</b>	<b>70,754</b>	<b>70,754</b>	
<b>B102001 Structural Frame</b>	<b>1.00</b>	<b>LS</b>	<b>17,277</b>	<b>0</b>	<b>14,387</b>	<b>0</b>	<b>31,664</b>	<b>39,148</b>	<b>51,227</b>	<b>51,227</b>	
(Note: Misc. framing for rotten wood and skylight extensions. Quantity assumed.)											
USR 061110101340.023 Beam and girder framing, treated, single, 2" x 8" (Note: Crew output decreased for work area access and notching.)	1,500.00	LF	3.42 5,125	0.00 0	1.43 2,150	0.00 0	4.85 7,275	6.00 8,995	7.85 11,770	7.85 11,770	
USR 061516100800.032 Wood roof decking, douglas fir, 4" thick (Note: Crew output decreased for work area access and notching.)	1,660.00	SF	7.32 12,152	0.00 0	7.37 12,236	0.00 0	14.69 24,389	18.16 30,154	23.77 39,457	23.77 39,457	
<b>Overhang Construction</b> (Note: S511C/D1)	<b>395.00</b>	<b>LF</b>	<b>22.07</b>	<b>0.00</b>	<b>8.49</b>	<b>0.00</b>	<b>30.56</b>	<b>37.78</b>	<b>49.44</b>	<b>49.44</b>	
			<b>8,718</b>	<b>0</b>	<b>3,352</b>	<b>0</b>	<b>12,070</b>	<b>14,923</b>	<b>19,527</b>	<b>19,527</b>	
RSM 061110022000 Miscellaneous wood blocking, to wood construction, 2" x 4", per LF	395.00	LF	3.28 1,295	0.00 0	0.89 353	0.00 0	4.17 1,648	5.16 2,038	6.75 2,666	6.75 2,666	
RSM 061636100300 Sheathing, plywood on roof, CDX, 3/4" thick	790.00	SF	1.37 1,080	0.00 0	1.27 1,004	0.00 0	2.64 2,084	3.26 2,577	4.27 3,371	4.27 3,371	
USR 060523600150.032 Wood framing connectors, anchor plate, simpson strong tie. (Note: S511. Item modified using local material pricing for Simpson Strong Tie.)	197.50	EA	21.86 4,318	0.00 0	8.45 1,669	0.00 0	30.32 5,988	37.48 7,403	49.05 9,687	49.05 9,687	
USR 061110022050.0258 Miscellaneous wood blocking, shaped, to wood construction, 2" x 6" (Note: Item modified by decreasing labor 30% for shaped/ripped 2x6.)	395.00	LF	5.12 2,024	0.00 0	0.83 326	0.00 0	5.95 2,350	7.36 2,906	9.63 3,802	9.63 3,802	
<b>A0103 Exterior Closure</b>	<b>1.00</b>	<b>SF</b>	<b>9,928.43</b>	<b>0.00</b>	<b>6,221.50</b>	<b>0.00</b>	<b>16,149.93</b>	<b>19,967.51</b>	<b>26,128.08</b>	<b>26,128.08</b>	
<b>A010304 Exterior Specialty Doors</b>	<b>1.00</b>	<b>LS</b>	<b>9,928</b>	<b>0</b>	<b>6,221</b>	<b>0</b>	<b>16,150</b>	<b>19,968</b>	<b>26,128</b>	<b>26,128</b>	
<b>A01040401 Overhead and Roll-up Doors</b>	<b>1.00</b>	<b>LS</b>	<b>9,928</b>	<b>0</b>	<b>6,221</b>	<b>0</b>	<b>16,150</b>	<b>19,968</b>	<b>26,128</b>	<b>26,128</b>	
RSM 083323104600 Doors, rolling service, steel, manual, motor operators for, jack shaft type, over 14' x 14' opening	5.00	EA	345.84 1,729	0.00 0	1,244.30 6,221	0.00 0	1,590.14 7,951	1,966.02 9,830	2,572.60 12,863	2,572.60 12,863	
RSM B-CARPENTER Carpenters (Note: Service 5 doors)	80.00	HR	102.49 8,199	0.00 0	0.00 0	0.00 0	102.49 8,199	126.72 10,137	165.81 13,265	165.81 13,265	
			<b>71,055.34</b>	<b>39.99</b>	<b>254,124.44</b>	<b>0.00</b>	<b>325,219.78</b>	<b>402,096.53</b>	<b>526,155.20</b>	<b>526,155.20</b>	

Cost Estimate												
	Description	Quantity	UOM	DirectLabor	DirectEQ	DirectMatl	DirectSubBid	DirectCost	CostToPrime	ContractCost	ProjectCost	
<b>A0104 Roofing</b>		1.00	SF	71,055	40	254,124	0	325,220	402,097	526,155	526,155	
<b>A010401 Roofing</b>		1.00	LS	71,055	40	254,124	0	325,220	402,097	526,155	526,155	
<b>A01040101 Roof Covering</b>		1.00	LS	31,365	0	105,938	0	137,303	169,759	222,134	222,134	
RSM 074113200720.01 Metal Roofing Panels, Standing Seams (Note: Material Pricing From A.C. Dellovade - Based On Centria SRS Panel.)		8,245.00	SF	3.80 31,365	0.00 0	12.85 105,938	0.00	16.65 137,303	20.59 169,759	26.94 222,134	26.94 222,134	
<b>A01040103 Roof Insulation and Fill</b>		1.00	LS	17,395	0	76,650	0	94,045	116,276	152,151	152,151	
RSM 072216101944 Roof deck insulation, extruded polystyrene, 3" thick, R15, 25 PSI compressive strength, fastening excluded (Note: Two layers.)		8,245.00	SF	0.59 4,853	0.00 0	3.10 25,537	0.00	3.69 30,390	4.56 37,574	5.96 49,166	5.96 49,166	
RSM 072216103130 Roof deck insulation, fastening alternatives, 4" OC beads, low-rise polyurethane		83.00	SQ	25.51 2,117	0.00 0	397.63 33,004	0.00	423.14 35,121	523.17 43,423	684.58 56,820	684.58 56,820	
RSM 072610100700 Vapor Retarders, building paper, polyethylene vapor barrier, standard, .004" thick, 9' x 400' roll		8,245.00	SF	0.23 1,931	0.00 0	0.06 491	0.00	0.29 2,422	0.36 2,994	0.48 3,918	0.48 3,918	
RSM 072216100820 Roof deck insulation, gypsum cover board, fiberglass mat faced, 5/8" thick, fastening excluded		8,245.00	SF	0.64 5,258	0.00 0	0.92 7,583	0.00	1.56 12,841	1.93 15,876	2.52 20,774	2.52 20,774	
USR 072216101910.84 Extruded polystyrene insulation, for roof decks, 1.5" thick, R5, 15 PSI compressive strength, fastening excluded (Note: Item prorated and modified from 1" to 1.5".)		8,245.00	SF	0.39 3,236	0.00 0	1.22 10,036	0.00	1.61 0	1.99 13,272	2.60 16,409	2.60 21,472	2.60 21,472
<b>A01040104 Flashing and Trim</b>		1.00	LS	8,023	0	5,602	0	13,625	16,846	22,044	22,044	
RSM 076510100100 Sheet metal flashing, aluminum, flexible, mill finish, .032" thick, including up to 4 bends		795.00	SF	5.28 4,196	0.00 0	5.73 4,559	0.00	11.01 8,755	13.62 10,824	17.82 14,164	17.82 14,164	
RSM 061110022340 2"x 6" miscellaneous wood blocking, to steel construction		795.00	LF	4.81 3,828	0.00 0	1.31 1,043	0.00	6.13 0	7.57 4,871	9.91 6,022	9.91 7,880	
<b>A01040105 Roofing Openings &amp; Supports</b>		1.00	LS	1,454	40	3,300	0	4,794	5,927	7,755	7,755	
RSM 055133130020 Ladder, shop fabricated, steel, 20" W, bolted to concrete, incl cage		20.00	VLF	72.68 1,454	2.00 40	165.00 3,300	0.00	239.68 4,794	296.34 5,927	387.77 7,755	387.77 7,755	
<b>A01040106 Gutters and Downspouts</b>		1.00	LS	2,962	0	1,418	0	4,381	5,416	7,087	7,087	
RSM 077123300400 Aluminum gutters, stock units, enameled, 5" box, .032" thick		295.00	LF	7.89 2,328	0.00 0	3.61 1,065	0.00	11.50 0	14.22 3,393	18.61 4,196	18.61 5,490	
RSM 077123100400 Aluminum downspouts, enameled, 3" x 4", .024" thick		90.00	LF	7.05 634	0.00 0	3.92 353	0.00	10.97 0	13.56 987	17.75 1,221	17.75 1,597	
<b>A0104019X Other Roofing</b>		1.00	LS	9,856	0	61,216	0	71,073	87,873	114,984	114,984	
RSM 086213202300 Skylights, insulated safety glass with aluminum frame		335.00	SF	21.40 7,168	0.00 0	134.57 45,082	0.00	155.97 52,250	192.84 64,602	252.34 84,533	252.34 84,533	
RSM 077253100400 Snow guards, double rail type, including pipe		290.00	LF	5.89 1,707	0.00 0	54.78 15,885	0.00	60.66 0	75.00 17,592	98.14 21,751	98.14 28,461	
<b>A01040105 Roofing Openings &amp; Fall Protection</b>		400.00	LF	2.45 981	0.00 0	0.62 249	0.00	3.07 0	3.80 1,230	4.97 1,521	4.97 1,990	
RSM 015423805420 Staging aid/fall protection equipment, installation of U-Bolt roof anchor, permanent (Note: Assumed 1 every 20 LF of wire.)		20.00	EA	43.33 867	0.00 0	0.00 0	0.00	43.33 867	53.57 1,071	70.10 1,402	70.10 1,402	
RSM 051516500500 Steel wire rope, bright, IPS, fiber core, 6x7, 500' roll x 1/4" dia		400.00	LF	0.29 114	0.00 0	0.62 249	0.00	0.91 0	1.12 363	1.47 449	1.47 588	
<b>A0105 Interior Construction</b>		1.00	SF	2,329.10 2,329	0.00 0	3,899.71 3,900	0.00	6,228.80 6,229	7,701.19 7,701	10,077.24 10,077	10,077.24 10,077	
<b>A010501 Partitions</b>		1.00	SF	986.68 987	0.00 0	992.51 993	0.00	1,979.19 1,979	2,447.04 2,447	3,202.02 3,202	3,202.02 3,202	

Cost Estimate												
	Description	Quantity	UOM	DirectLabor	DirectEQ	DirectMatl	DirectSubBid	DirectCost	CostToPrime	ContractCost	ProjectCost	
<b>A01050101 Fixed partitions</b>				558.50	0.00	243.98	0.00	802.48	992.17	1,298.29	1,298	
		<b>1.00 SF</b>	<b>558</b>	<b>0</b>	<b>244</b>		<b>0</b>	<b>802</b>	<b>992</b>	<b>1,298</b>	<b>1,298</b>	
<b>S1 Partition</b>				4.62	0.00	2.02	0.00	6.63	8.20	10.73	10.73	
(Note: Applies to mechanical chase space.)		<b>121.00 SF</b>	<b>558</b>	<b>0</b>	<b>244</b>		<b>0</b>	<b>802</b>	<b>992</b>	<b>1,298</b>	<b>1,298</b>	
RSM 092216133200 Metal stud partition, non-load bearing, galvanized, 12'high, 3-5/8" wide, 20 gauge, 16" O.C., includes top & bottom track		121.00	SF	2.55 309	0.00 0	1.53 185	0.00 0	4.08 494	5.05 611	6.61 799	6.61 799	
RSM 092910302050 Gypsum wallboard, on walls, standard, taped & finished (level 4 finish), 5/8" thick		121.00	SF	1.70 206	0.00 0	0.42 51	0.00 0	2.12 256	2.62 317	3.43 415	3.43 415	
RSM 079219100025 Joint sealants, caulking and sealants, acoustical sealants, elastomeric, cartridges, 1/4" x 1/4"		18.10	LF	2.42 44	0.00 0	0.46 8	0.00 0	2.88 52	3.56 64	4.66 84	4.66 84	
<b>A0105019X Other Partitions</b>				428.18	0.00	748.53	0.00	1,176.71	1,454.86	1,903.73	1,903.73	
		<b>1.00 SF</b>	<b>428</b>	<b>0</b>	<b>749</b>		<b>0</b>	<b>1,177</b>	<b>1,455</b>	<b>1,904</b>	<b>1,904</b>	
<b>6LF Perimeter</b>				214.09	0.00	374.26	0.00	588.35	727.43	951.87	951.87	
		<b>2.00 EA</b>	<b>428</b>	<b>0</b>	<b>749</b>		<b>0</b>	<b>1,177</b>	<b>1,455</b>	<b>1,904</b>	<b>1,904</b>	
RSM 079213203500 Joint sealants, caulking and sealants, polyurethane, bulk, in place, 1 or 2 component, 1/4" x 1/4"		24.00	LF	2.42 58	0.00 0	0.24 6	0.00 0	2.66 64	3.29 79	4.31 103	4.31 103	
RSM 078413100840 Firestopping, construction joints, concrete/CMU wall joints, 1" wide		24.00	LF	8.20 197	0.00 0	27.73 665	0.00 0	35.93 862	44.42 1,066	58.12 1,395	58.12 1,395	
RSM 079123100070 Pre-formed joint seals, backer rod, polyethylene, 3/4" dia		0.24	CLF	157.86 38	0.00 0	22.99 6	0.00 0	180.85 43	223.60 54	292.59 70	292.59 70	
RSM 072116201320 Blanket insulation, for walls or ceilings, mineral wool batts, 3-1/2" thick, R15		12.00	SF	0.51 6	0.00 0	1.41 17	0.00 0	1.92 23	2.37 28	3.10 37	3.10 37	
RSM 076510109322 Sheet metal flashing, steel sheets, flexible, galvanized, 22 gauge, including up to 4 bends		24.00	SF	5.39 129	0.00 0	2.29 55	0.00 0	7.67 184	9.49 228	12.41 298	12.41 298	
(Note: accounts for sleeve and retaining frame.)												
<b>A010502 Interior Personnel Doors</b>				1,342.42	0.00	2,907.20	0.00	4,249.61	5,254.15	6,875.22	6,875.22	
		<b>1.00 SF</b>	<b>1,342</b>	<b>0</b>	<b>2,907</b>		<b>0</b>	<b>4,250</b>	<b>5,254</b>	<b>6,875</b>	<b>6,875</b>	
<b>A01050201 Standard Interior Doors</b>				727.47	0.00	2,432.47	0.00	3,159.94	3,906.90	5,112.30	5,112.30	
		<b>1.00 SF</b>	<b>727</b>	<b>0</b>	<b>2,432</b>		<b>0</b>	<b>3,160</b>	<b>3,907</b>	<b>5,112</b>	<b>5,112</b>	
RSM 08121310100 Frames, steel, knock down, hollow metal, single, 16 ga., up to 5-3/4" deep, 3'-0" x 7'-0"		1.00	EA	102.49 102	0.00 0	236.69 237	0.00 0	339.18 339	419.35 419	548.74 549	548.74 549	
RSM 081213134900 Frames, steel, knock down, hollow metal, for welded frames, add		1.00	EA	0.00 0	0.00 0	167.71 168	0.00 0	167.71 168	207.35 207	271.33 271	271.33 271	
RSM 081313131760 Doors, commercial, steel, insulated, full panel, 18 ga., 3'-0" x 7'-0" x 1-3/4" thick		1.00	EA	109.32 109	0.00 0	757.40 757	0.00 0	866.72 867	1,071.60 1,072	1,402.22 1,402	1,402.22 1,402	
RSM 089126100075 Louvers, steel, fixed blade, 18 gauge, 24" x 24", paint or powder coat		3.00	EA	41.00 123	0.00 0	178.53 536	0.00 0	219.53 659	271.42 814	355.16 1,065	355.16 1,065	
(Note: Applies to full door louver.)												
RSM 087120152600 Door hardware, school, single, classroom, ANSI F88, complete set incl. lever		1.00	DR	273.31 273	0.00 0	696.54 697	0.00 0	969.84 970	1,199.10 1,199	1,569.06 1,569	1,569.06 1,569	
RSM 099123390140 Paints & coatings, interior latex, zero voc, doors, flush, both sides, roll & brush, primer + 2 coats, incl. frame & trim		1.00	EA	119.36 119	0.00 0	38.55 39	0.00 0	157.91 158	195.24 195	255.47 255	255.47 255	
<b>A0105029X Other Interior Personnel Doors</b>				614.94	0.00	474.73	0.00	1,089.67	1,347.25	1,762.92	1,762.92	
		<b>1.00 SF</b>	<b>615</b>	<b>0</b>	<b>475</b>		<b>0</b>	<b>1,090</b>	<b>1,347</b>	<b>1,763</b>	<b>1,763</b>	
				204.98	0.00	158.24	0.00	363.22	449.08	587.64	587.64	

## Cost Estimate

Description		Quantity	UOM	Direct	Direct	Direct	Direct	Direct	CostToPrime	Contract	Project
				Labor	EQ	Matl	SubBid	Cost	Cost	Cost	Cost
RSM 083113103200 Doors, specialty, access, recessed door for acoustic tile, metal, 24" x 24"		3.00	EA	615	0	475	0	1,090	1,347	1,763	1,763
<b>A0106 Interior Finishes</b>				19,372.11	0.00	6,867.22	0.00	26,239.33	32,441.89	42,451.17	42,451.17
		1.00	SF	19,372	0	6,867	0	26,239	32,442	42,451	42,451
<b>A010601 Wall Finishes</b>				1,882.54	0.00	958.43	0.00	2,840.98	3,512.54	4,596.26	4,596.26
		1.00	SF	1,883	0	958	0	2,841	3,513	4,596	4,596
<b>A01060105 Painting to Wall</b>				1,882.54	0.00	958.43	0.00	2,840.98	3,512.54	4,596.26	4,596.26
		1.00	SF	1,883	0	958	0	2,841	3,513	4,596	4,596
<b>Interior Partition Painting</b>		1,648.00	SF	1,883	0	958	0.00	1.72	2.13	2.79	2.79
(Note: Applies to new paint for S1 Partition and includes 10% of overall existing walls to be touched-up.)											
RSM 099123720240 Paints & coatings, walls & ceilings, interior, concrete, drywall or plaster, latex paint, primer or sealer coat, smooth finish, roller		1,648.00	SF	0.43	0.00	0.09	0.00	0.52	0.64	0.84	0.84
				700	0	156	0	857	1,059	1,386	1,386
RSM 099123720840 Paints & coatings, walls & ceilings, interior, concrete, drywall or plaster, latex paint, 2 coats, smooth finish, roller		1,648.00	SF	0.72	0.00	0.49	0.00	1.20	1.49	1.95	1.95
				1,182	0	802	0	1,984	2,454	3,211	3,211
<b>A010603 Ceiling and Ceiling Finishes</b>				17,489.57	0.00	5,908.78	0.00	23,398.36	28,929.35	37,854.91	37,854.91
		1.00	SF	17,490	0	5,909	0	23,398	28,929	37,855	37,855
<b>A01060303 Gypsum Wallboard Ceiling Finish</b>				9,636.52	0.00	2,460.61	0.00	12,097.13	14,956.70	19,571.29	19,571.29
		1.00	SF	9,637	0	2,461	0	12,097	14,957	19,571	19,571
<b>GWB Ceiling</b>		1,187.00	SF	6,870	0	1,814	0.00	7.32	9.05	11.84	11.84
RSM 092226138820 Suspended ceiling system, 2" carriers, 24" O.C. with 1-5/8" channels, 24" O.C., incl. carriers		1,187.00	SF	3.64	0.00	0.84	0.00	4.48	5.54	7.25	7.25
				4,326	0	995	0	5,321	6,579	8,608	8,608
RSM 092910301150 Gypsum wallboard, on ceilings, fire resistant, taped & finished (level 4 finish), 1/2" thick		1,187.00	SF	2.14	0.00	0.69	0.00	2.83	3.50	4.58	4.58
				2,544	0	819	0	3,363	4,158	5,441	5,441
<b>GWB Ceiling - Moisture Resistant</b>		478.00	SF	2,767	0	646	0.00	7.14	8.83	11.55	11.55
RSM 092226138820 Suspended ceiling system, 2" carriers, 24" O.C. with 1-5/8" channels, 24" O.C., incl. carriers		478.00	SF	3.64	0.00	0.84	0.00	4.48	5.54	7.25	7.25
				1,742	0	401	0	2,143	2,649	3,467	3,467
RSM 092910301250 Gypsum wallboard, on ceilings, water resistant, taped & finished (level 4 finish), 1/2" thick		478.00	SF	2.14	0.00	0.51	0.00	2.66	3.29	4.30	4.30
				1,025	0	246	0	1,270	1,571	2,055	2,055
<b>A01060306 Painting and Staining Ceilings</b>				7,853.05	0.00	3,448.17	0.00	11,301.22	13,972.65	18,283.63	18,283.63
		1.00	SF	7,853	0	3,448	0	11,301	13,973	18,284	18,284
<b>Paint GWB Ceiling</b>		1,664.00	SF	1,901	0	968	0.00	1.72	2.13	2.79	2.79
RSM 099123720240 Paints & coatings, walls & ceilings, interior, concrete, drywall or plaster, latex paint, primer or sealer coat, smooth finish, roller		1,664.00	SF	0.43	0.00	0.09	0.00	0.52	0.64	0.84	0.84
				707	0	158	0	865	1,069	1,399	1,399
RSM 099123720840 Paints & coatings, walls & ceilings, interior, concrete, drywall or plaster, latex paint, 2 coats, smooth finish, roller		1,664.00	SF	0.72	0.00	0.49	0.00	1.20	1.49	1.95	1.95
				1,194	0	810	0	2,004	2,477	3,242	3,242
<b>Paint Exposed Ceiling - 2 Coats</b>		5,394.00	SF	5,952	0	2,480	0.00	1.56	1.93	2.53	2.53
RSM 099123750580 Dry fall painting, ceilings, structural steel, bar joists or metal deck, two coat, spray		10,788.00	SF	0.55	0.00	0.23	0.00	0.78	0.97	1.26	1.26
				5,952	0	2,480	0	8,433	10,426	13,643	13,643
<b>A0108 Plumbing</b>		1.00	LS	24,286	0	20,918	2,421	47,625	58,882	77,049	77,049
<b>A010802 Domestic Water Supply</b>		1.00	LS	9,504	0	10,141	2,351	21,996	27,196	35,586	35,586
<b>A01080201 Pipes and Fittings</b>		1.00	LS	6,580	0	6,577	0	13,157	16,268	21,287	21,287

Cost Estimate											
	Description	Quantity	UOM	DirectLabor	DirectEQ	DirectMatl	DirectSubBid	DirectCost	CostToPrime	ContractCost	ProjectCost
USR Copper Pipe - Type L - 3/4" Diameter (Note: Includes piping, couplings, elbows, tees, hangers and identification labels. Materials and labor are RS Means items.)		180.00	LF	15.07 2,712	0.00 0	10.17 1,831	0.00 0	25.24 4,543	31.21 5,618	40.84 7,351	40.84 7,351
USR Copper Pipe - Type L - 1" Diameter (Note: Includes piping, couplings, elbows, tees, hangers and identification labels. Materials and labor are RS Means items.)		60.00	LF	16.97 1,018	0.00 0	13.26 796	0.00 0	30.23 1,814	37.38 2,243	48.91 2,935	48.91 2,935
USR Copper Pipe - Type L - 2" Diameter (Note: Includes piping, couplings, elbows, tees, hangers and identification labels. Materials and labor are RS Means items.)		100.00	LF	26.70 2,670	0.00 0	38.10 3,810	0.00 0	64.80 6,480	80.12 8,012	104.84 10,484	104.84 10,484
USR Connect To Existing Copper 2" (Note: Includes tee and installation costs to connect to existing pipe.)		1.00	EA	179.01 179	0.00 0	140.66 141	0.00 0	319.67 320	395.24 395	517.18 517	517.18 517
<b>A01080202 Valves and Hydrants</b>		<b>1.00</b>	<b>LS</b>	<b>681</b>	<b>0</b>	<b>2,715</b>	<b>2,351</b>	<b>5,747</b>	<b>7,105</b>	<b>9,298</b>	<b>9,298</b>
RSM 220523201500 Valves, bronze body, ball, 150 psi, 2", threaded or soldered		2.00	EA	79.25 158	0.00 0	177.18 354	0.00 0	256.42 513	317.04 634	414.85 830	414.85 830
RSM 221119642100 Hydrant, wall type, non-freeze, bronze, encased, anti-syphon type, 3/4" I.P.S connection, 5" to 9" thick wall		1.00	EA	62.27 62	0.00 0	2,231.62 2,232	0.00 0	2,233.89 2,294	2,836.13 2,836	3,711.16 3,711	3,711.16 3,711
RSM 224139105000 Faucets/fittings, sillcock, compact brass, I.P.S. or solder to hose		6.00	EA	36.32 218	0.00 0	21.44 129	0.00 0	57.76 347	71.41 428	93.44 561	93.44 561
USR 221119641120.001 Woodford 48-1/2" Frost Proof Roof Hydrant - RHY2-1-MS (Note: Wooford RHY2-1-MS <a href="https://www.sustainablesupply.com">https://www.sustainablesupply.com</a> 6-23-2022)		2.00	EA	121.07 242	0.00 0	0.00 0	1,175.72 1,251	1,296.79 2,594	1,603.33 1,603	2,098.01 2,098.01	2,098.01 2,098.01
<b>A01080204 Insulation &amp; Identification</b>		<b>1.00</b>	<b>LS</b>	<b>2,243</b>	<b>0</b>	<b>849</b>	<b>0</b>	<b>3,092</b>	<b>3,823</b>	<b>5,002</b>	<b>5,002</b>
RSM 220719106860 Insulation, pipe covering (price copper tube one size less than I.P.S.), fiberglass with all service jacket, 1" wall, 3/4" iron pipe size		180.00	LF	6.27 1,129	0.00 0	1.47 265	0.00 0	7.75 1,394	9.58 1,724	12.53 2,256	12.53 2,256
RSM 220719106870 Insulation, pipe covering (price copper tube one size less than I.P.S.), fiberglass with all service jacket, 1" wall, 1" iron pipe size		60.00	LF	6.56 393	0.00 0	3.14 188	0.00 0	9.69 582	11.99 719	15.68 941	15.68 941
RSM 220719106900 Insulation, pipe covering (price copper tube one size less than I.P.S.), fiberglass with all service jacket, 1" wall, 2" iron pipe size		100.00	LF	7.21 721	0.00 0	3.95 395	0.00 0	11.16 1,116	13.80 1,116	18.06 1,806	18.06 1,806
<b>A010803 Sanitary Waste and Vent Systems</b>		<b>1.00</b>	<b>LS</b>	<b>2,493</b>	<b>0</b>	<b>1,308</b>	<b>0</b>	<b>3,801</b>	<b>4,700</b>	<b>6,150</b>	<b>6,150</b>
<b>A01080301 Waste Pipe and Fittings</b>		<b>1.00</b>	<b>LS</b>	<b>2,493</b>	<b>0</b>	<b>1,308</b>	<b>0</b>	<b>3,801</b>	<b>4,700</b>	<b>6,150</b>	<b>6,150</b>
RSM 221113741870 Pipe, plastic, PVC, 3/4" diameter, schedule 40, includes couplings 10' OC, and hangers 3 per 10'		140.00	LF	17.09 2,393	0.00 0	9.33 1,307	0.00 0	26.42 3,699	32.67 4,574	42.75 5,985	42.75 5,985
USR Connect To Existing 3/4" PVC Pipe (Note: Includes tee, and installation costs to connect to existing pipe.)		1.00	EA	100.36 100	0.00 0	1.27 1	0.00 0	101.63 102	125.66 126	164.43 164	164.43 164
<b>A010806 Special Plumbing Systems</b>		<b>1.00</b>	<b>LS</b>	<b>12,288</b>	<b>0</b>	<b>9,470</b>	<b>70</b>	<b>21,828</b>	<b>26,987</b>	<b>35,314</b>	<b>35,314</b>
<b>A01080601 Gas Piping</b>		<b>1.00</b>	<b>LS</b>	<b>11,010</b>	<b>0</b>	<b>9,205</b>	<b>0</b>	<b>20,215</b>	<b>24,993</b>	<b>32,704</b>	<b>32,704</b>
USR Pipe, steel, black, threaded, 1/2" Sch 40 (Note: Includes piping, couplings, elbows, tees, hangers and identification labels. Materials and labor are RS Means items.)		100.00	LF	22.30 2,230	0.00 0	12.39 1,239	0.00 0	34.69 3,469	42.89 4,289	56.12 5,612	56.12 5,612
USR Pipe, steel, black, threaded, 1-1/2" sch 40 (Note: Includes piping, couplings, elbows, tees, hangers and identification labels. Materials and labor are RS Means items.)		140.00	LF	28.49 3,988	0.00 0	19.07 2,670	0.00 0	47.56 6,658	58.80 8,232	76.94 10,772	76.94 10,772
USR Pipe, steel, black, threaded, 2" sch 40 (Note: Includes piping, couplings, elbows, tees, hangers and identification labels. Materials and labor are RS Means items.)		60.00	LF	34.01 2,041	0.00 0	24.00 1,440	0.00 0	58.01 3,481	71.72 4,303	93.85 5,631	93.85 5,631
USR Connect To Existing Gas Steel 2" (Note: Includes tee, and installation costs to connect to existing pipe.)		5.00	EA	226.82 1,134	0.00 0	61.54 308	0.00 0	288.36 1,442	356.52 1,783	466.52 2,333	466.52 2,333
				36.32	0.00	48.01	0.00	84.33	104.27	136.44	136.44

Cost Estimate													
Description	Quantity	UOM	DirectLabor	DirectEQ	DirectMatl	DirectSubBid	DirectCost	CostToPrime	ContractCost	ProjectCost	1,147	1,501	1,501
											11.00 EA	400	0
RSM 221119140140 Flexible metal hose, bronze braided, bronze ends, threaded, 1/2" diameter x 12"				48.43	0.00	163.65	0.00	212.08	262.21	343.11	343.11	343.11	343.11
RSM 230523701030 Valves, semi-steel, lubricated plug valve, threaded, 200 psi, 1/2"	11.00	EA		533	0	1,800	0	2,333	2,884	3,774	3,774	3,774	3,774
RSM 221113459660 Union, steel, malleable iron, black, all iron, threaded, 300 lb., 1/2"				62.27	0.00	110.90	0.00	173.17	214.10	280.16	280.16	280.16	280.16
<b>A01080602 Condensate Piping</b>	11.00	EA		685	0	1,220	0	1,905	2,355	3,082	3,082	3,082	3,082
USR Copper Pipe - Type L - 1" Diameter (Note: Includes piping, couplings, elbows, tees, hangers and identification labels. Materials and labor are RS Means items.)	1.00	LS	406	0	265	70	741	916	1,199	1,199	1,199	1,199	1,199
USR Copper Pipe - Type L - 1" Diameter (Note: Includes piping, couplings, elbows, tees, hangers and identification labels. Materials and labor are RS Means items.)	20.00	LF	339	0	265	0	605	748	48.91	978	48.91	978	48.91
USR 232120140120.001 Zurn 3/4" to 1" Iron Air Gap (Note: 975XL www.supplyhouse.com)	1.00	EA	67	0	0	70	137	168.86	220.96	220.96	220.96	220.96	220.96
<b>A01080603 Other Special Plumbing Systems</b>	1.00	LS	872	0	0	0	872	1,078	1,410	1,410	1,410	1,410	1,410
USR 328423109010.201 Plumbing System - Testing (Note: Item adjusted to Davis Bacon prevailing hourly wage for one plumber in the project region.)	8.00	HR	872	0	0	0	872	134.72	176.29	176.29	176.29	176.29	176.29
<b>A0109 HVAC</b>				74,724.32	0.00	49,432.52	117,647.41	241,804.26	298,962.92	391,201.81	391,201.81	391,201.81	391,201.81
<b>A010904 Distribution Systems</b>	1.00	SF	74,724	0	49,433	117,647	241,804	298,963	391,202	391,202	391,202	391,202	391,202
<b>A01090401 Air Distribution, Cooling and Heating</b>	1.00	LS	52,029	0	33,636	74,879	160,544	198,494	259,736	259,736	259,736	259,736	259,736
USR 233113130570.01 Metal Ductwork, fabricated rectangular, galvanized steel, 2000 to 5000 lb., includes fittings, joints, supports and allowance for a flexible connection, excludes insulation (Note: Ductwork is taken off by OST in linear, gauge is determined by SMACNA 2" positive/2" negative standards. OST converts linear foot to weight, added to the take off weights are 6% for fittings, 2% for slips and drives and 1% scrap. Material pricing by MK Metals, mkmetal.net Labor remains RS Means. This is not a quote from a sheet metal contractor.)	2,500.00	LB	8.91	0.00	2.26	0.00	11.17	13.81	18.07	45,187	45,187	45,187	45,187
USR 230713103170.001 Duct thermal insulation, blanket type, fiberglass, flexible, FSK vapor barrier wrap, .75 lb. density, 1-1/2" thick (Note: Material pricing by WW Grainger. Labor remains RS Means database.)	2,000.00	SF	9,167	0	1,948	0	11,114	13,741	17,981	17,981	17,981	17,981	17,981
RSM 230713103810 Duct thermal insulation, pipe covering (price copper tube one size less than I.P.S.), finishes, .010" thick, for stainless steel jacket, add	150.00	SF	9.17	0.00	4.45	0.00	13.62	16.83	22.03	2,525	3,304	3,304	3,304
RSM 233113192000 Duct accessories, fabrics for flexible connections, with metal edge	2.00	LF	18	0	6.56	0.00	15.46	19.11	25.01	31	50	50	50
USR Diffuser Assembly - Architectural - Square Panel - 6" Round Neck - 24" x 24" Lay in (SA-A) (Note: Assembly Includes diffuser w/balancing damper, insulated flex duct and spin in collar. Materials and labor are RS Means items.)	2.00	EA	117.25	0.00	154.02	0.00	271.27	335.39	438.87	671	878	438.87	878
USR Diffuser Assembly - Architectural - Square panel - 10" Round Neck - 24" x 24" Lay in (SA-A, SA-E) (Note: Assembly Includes diffuser w/balancing damper, insulated flex duct and spin in collar. Materials and labor are RS Means items.)	6.00	EA	174.97	0.00	169.35	0.00	344.31	425.70	557.05	2,066	2,554	557.05	3,342
USR Diffuser Assembly - Perforated Ceiling - Adjustable - 10" Round Neck - 24" x 24" Lay in (EA-C, RA-B) (Note: Assembly Includes diffuser w/balancing damper, insulated flex duct and spin in collar. Materials and labor are RS Means items.)	6.00	EA	174.97	0.00	142.30	0.00	317.26	392.26	513.28	1,904	2,354	513.28	3,080
USR 233713100540.01 Diffuser, aluminum - Perforated Ceiling - Adjustable - 10" Round Neck - 24" x 24" Lay in (EA-F, TA-G) (Note: Item modified to match requested)	8.00	EA	175.33	0.00	227.22	0.00	402.55	497.70	651.26	1,818	3,220	651.26	5,210
RSM 233715402500 Louver, aluminum, extruded, with screen, mill finish, dual combination, automatic, intake or exhaust	72.00	SF	44.49	0.00	84.53	0.00	129.02	159.52	208.74	6,086	9,290	11,486	15,029
RSM 233313137510 Duct accessories, variable volume modulating motorized damper, 10" x 10", includes electric motor <b>A01090407 Exhaust Systems</b>	2.00	EA	68.45	0.00	319.19	0.00	387.64	479.27	627.14	137	775	959	1,254
USR 233416107160.01 EF-1 - Fans, roof exhaust, centrifugal, aluminum housing, bird screen, back draft damper, direct drive, 1/4" S.P., 1450 CFM (Note: Item quoted by Greenheck CAPS to match CUE-141-VG)	1.00	LS	12,110	0	14,641	74,879	101,629	125,653	164,421	3,218.41	3,218	4,211.39	4,211

Cost Estimate												
Description	Quantity	UOM	DirectLabor	DirectEQ	DirectMatl	DirectSubBid	DirectCost	CostToPrime	ContractCost	ProjectCost		
USR 233416107160.02 EF-2/ EF-3 - Fans, roof exhaust, centrifugal, aluminum housing, bird screen, back draft damper, direct drive, 1/4" S.P., 1525 CFM (Note: Item quoted by Greenheck CAPS to match CUE-141-VG with roof curb, damper, and birdscreen.)	2.00	EA	486.09 972	0.00 0	0.00 0	2,117.00 4,234	2,603.09 5,206	3,218.41 6,437	4,211.39 8,423	4,211.39 8,423	4,211.39 8,423	
USR 233416107120.01 EF-4 - Fans, roof exhaust, centrifugal, aluminum housing, bird screen, back draft damper, direct drive, 1/4" S.P., 500 CFM (Note: Item quoted by Greenheck CAPS to match CUE-141-VG)	1.00	EA	340.26 340	0.00 0	0.00 0	2,117.00 2,117	2,457.26 2,457	3,038.12 3,038	3,975.47 3,975	3,975.47 3,975	3,975.47 3,975	
USR 233416107120.02 EF-5 - Fans, roof exhaust, centrifugal, aluminum housing, bird screen, back draft damper, direct drive, 1/4" S.P., 120 CFM (Note: Item quoted by Greenheck CAPS to match CUE-060-VG)	1.00	EA	340.26 340	0.00 0	0.00 0	987.00 987	1,327.26 1,327	1,641.00 1,641	2,147.30 2,147	2,147.30 2,147	2,147.30 2,147	
USR 233416107160.03 EF-6 through EF-13 - Fans, roof exhaust, centrifugal, aluminum housing, bird screen, back draft damper, direct drive, 1/4" S.P., 1700 CFM (Note: Item quoted by Greenheck CAPS to match CUE-131-A with roof curb, damper, and birdscreen.)	8.00	EA	486.09 3,889	0.00 0	0.00 0	1,603.00 12,824	2,089.09 16,713	2,582.91 20,663	3,379.82 27,039	3,379.82 27,039	3,379.82 27,039	
USR 233423104150 HVLS-1/ HVLS-2 - Fans, ceiling fan, high volume, low speed (HVLS) paddle blade air circulator, 10' diameter, variable speed reversible 1 HP motor, includes motor control panel, motor drive cable and control cable with remote (Note: Item quoted by Greenheck CAPS to match DC-5-10 with standard mill finish airfoil; safety yellow (GF-122) fan mount; central hub, air foil wintlets, and downtime (concrete grey-RAL7023))	2.00	EA	1,053.11 2,106	0.00 0	0.00 0	8,600.00 17,200	9,653.11 19,306	11,934.95 23,870	15,617.24 31,234	15,617.24 31,234	15,617.24 31,234	
USR Touchscreen Speed Controller (Note: Pricing based on item from a similar job)	8.00	EA	110.94 888	0.00 0	676.25 5,410	0.00 0	787.19 6,298	973.27 7,786	1,273.56 10,188	1,273.56 10,188	1,273.56 10,188	
USR HR-1 Hose and Hose Reel (Note: Pricing quoted by Deckman Company)	8.00	EA	190.88 1,527	0.00 0	0.00 0	4,425.00 35,400	4,615.88 36,927	5,707.00 45,656	7,467.77 59,742	7,467.77 59,742	7,467.77 59,742	
RSM 233723105820 Ventilator, relief vent, rectangular, aluminum, galvanized curb, intake/exhaust, 0.033" S.P., 18,000 CFM, 72" x 72", includes base and damper	1.00	EA	1,301.10 1,301	0.00 0	7,303.49 7,303	0.00 0	8,604.59 8,605	10,638.58 10,639	13,920.90 13,921	13,920.90 13,921	13,920.90 13,921	
RSM 233313137690 Duct accessories, variable volume modulating motorized damper, 48" x 48", includes electric motor	1.00	EA	260.22 260	0.00 0	1,927.31 1,927	0.00 0	2,187.53 2,188	2,704.63 2,705	3,539.09 3,539	3,539.09 3,539	3,539.09 3,539	
<b>A010905 Terminal and Package Units</b>	<b>1.00</b>	<b>LS</b>	<b>7,611</b>	<b>0</b>	<b>9,129</b>	<b>8,179</b>	<b>24,919</b>	<b>30,810</b>	<b>40,316</b>	<b>40,316</b>	<b>40,316</b>	
<b>A01090502 Unit Heaters</b>	<b>1.00</b>	<b>LS</b>	<b>4,581</b>	<b>0</b>	<b>0</b>	<b>8,179</b>	<b>12,760</b>	<b>15,776</b>	<b>20,644</b>	<b>20,644</b>	<b>20,644</b>	
USR 238227100160.01 UH-1 - Infrared unit, gas fired, unvented, electric ignition, input, 100% shutoff, 60 MBH, excludes piping and wiring (Note: Item quoted by supplyhouse.com to match Modine IHR60 High Intensity Gas Fired Infrared Unit Heater - 60,000 BTU (115V, NG))	11.00	EA	381.75 4,199	0.00 0	0.00 0	743.56 8,179	1,125.31 12,378	1,391.32 15,305	1,820.58 20,026	1,820.58 20,026	1,820.58 20,026	
USR 238227100160.02 UH-2 - Unit heater (remove and retain) (Note: Labor only to remove and retain UH-2)	1.00	EA	381.75 382	0.00 0	0.00 0	0.00 0	381.75 382	471.99 472	617.62 618	617.62 618	617.62 618	
<b>A01090506 Package Units</b>	<b>1.00</b>	<b>LS</b>	<b>3,030</b>	<b>0</b>	<b>9,129</b>	<b>0</b>	<b>12,159</b>	<b>15,033</b>	<b>19,672</b>	<b>19,672</b>	<b>19,672</b>	
RSM 233416100240 Fans, air conditioning and process air handling, in-line centrifugal, supply/exhaust booster, aluminum wheel/hub, disconnect switch, 1/4" S.P., 500 CFM, 10" diameter connection (Note: Fan included to cover costs of MicroMetl power exhaust)	1.00	EA	680.52 681	0.00 0	2,197.81 2,198	0.00 0	2,876.33 2,878	3,558.72 3,559	4,656.70 4,657	4,656.70 4,657	4,656.70 4,657	
USR 238143101620 Heat pump, air to air single package, 5 ton cooling, 27 MBH heat @ 0Deg.F, excludes interconnecting tubing, curbs, pads and ductwork <b>A010906 Controls and Instrumentation</b>	1.00	EA	2,349.25 2,349	0.00 0	6,931.56 6,932	0.00 0	9,280.80 9,281	11,474.64 11,475	15,014.90 15,015	15,014.90 15,015	15,014.90 15,015	
<b>A010906 Controls and Instrumentation</b>	<b>1.00</b>	<b>LS</b>	<b>7,449</b>	<b>0</b>	<b>6,667</b>	<b>34,589</b>	<b>48,706</b>	<b>60,219</b>	<b>78,798</b>	<b>78,798</b>	<b>78,798</b>	
<b>A01090601 HVAC Controls</b>	<b>1.00</b>	<b>SF</b>	<b>7,449</b>	<b>0</b>	<b>6,667</b>	<b>34,589</b>	<b>48,706</b>	<b>60,219</b>	<b>78,798</b>	<b>78,798</b>	<b>78,798</b>	
USR Control, Exhaust Fan (Note: Assembly contains engineering labor and drafting, calibration labor, check out labor, on/off status alarm with conduit and wire. All items are RSMeans.)	16.00	EA	0.00 0	0.00 0	0.00 0	919.00 14,704	919.00 14,704	1,136.24 18,180	1,486.80 23,789	1,486.80 23,789	1,486.80 23,789	
USR Control, Unit Heater (Note: Assembly contains start-up and checkout labor and space temperature sensor with conduit and wire. All items are RSMeans.)	11.00	EA	0.00 0	0.00 0	0.00 0	785.00 8,635	785.00 8,635	970.56 10,676	1,270.01 13,970	1,270.01 13,970	1,270.01 13,970	
USR Control, Packaged Rooftop Unit	1.00	EA	0.00 0	0.00 0	0.00 0	8,642.25 8,642	8,642.25 8,642	10,685.14 10,685	13,981.82 13,982	13,981.82 13,982	13,981.82 13,982	

## Cost Estimate

Description	Quantity	UOM	DirectLabor	DirectEQ	DirectMatl	DirectSubBid	DirectCost	CostToPrime	ContractCost	ProjectCost
(Note: Assembly contains duct temperature sensor w/ conduit and wire, space temperature sensor w/conduit and wire, CFM transducer w/conduit and wire, current sensor w/conduit and wire, start/stop status alarm w/conduit and wire, on/off status alarm w/conduit and wire, engineering labor, calibration labor, check out labor, software for time program, software for duty cycle, software for optimum start/stop, software for demand limiting and enthalpy and 16-point controller w/50' of conduit and wire including power supply. All items are RSMeans.)										
USR 230953100606.01 Control component, carbon monoxide detector system, panel (Backarach MGS-450) (Note: Item quoted by jstech.com to match Backarach MGS-450)	2.00	EA	221.89 444	0.00 0	0.00 0	599.00 1,198	820.89 1,642	1,014.93 2,030	1,328.07 2,656	1,328.07 2,656
USR 230923103229.01 Controls, per point, traditional DDC/BAS system (BACNET). (carbon monoxide detector system) (Note: Pricing was modified for midwest market based on verbal direction from Barry Veverka from JCI and past historical data. This is not a direct project quote. Labor and material have been adjusted from RS Means.)	2.00	EA	1,267.92 2,536	0.00 0	643.67 1,287	0.00 0	1,911.59 3,823	2,363.46 4,727	3,092.66 6,185	3,092.66 6,185
USR 230923103229.01 Controls, per point, traditional DDC/BAS system (BACNET). (EF Connection to DDC system/ interlocked with bay doors) (Note: Pricing was modified for midwest market based on verbal direction from Barry Veverka from JCI and past historical data. This is not a direct project quote. Labor and material have been adjusted from RS Means.)	3.00	EA	1,267.92 3,804	0.00 0	643.67 1,931	0.00 0	1,911.59 5,735	2,363.46 7,090	3,092.66 9,278	3,092.66 9,278
RSM 230953109210 Control component, pressure controllers & switches, high static pressure limit (limit switches for maintenance bay roll-up door)	6.00	EA	110.94 666	0.00 0	574.81 3,449	0.00 0	685.76 4,115	847.86 5,087	1,109.45 6,657	1,109.45 6,657
USR Control - Modulating Damper (Note: Assembly contains check out labor, calibration labor, engineering labor, start/stop status alarm, on/off status alarm, w/50' of conduit and wire including power supply. All items are RSMeans.)	2.00	EA	0.00 0	0.00 0	0.00 0	705.00 1,410	705.00 1,410	871.65 1,743	1,140.58 2,281	1,140.58 2,281
<b>A010907 Systems Testing and Balancing</b>	<b>1.00</b>	<b>LS</b>	<b>7,635</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>7,635</b>	<b>9,440</b>	<b>12,352</b>	<b>12,352</b>
<b>A01090702 Air Side Testing and Balancing-Heating, Cooling and Exhaust Systems</b>	<b>1.00</b>	<b>LS</b>	<b>3,054</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,054</b>	<b>3,776</b>	<b>4,941</b>	<b>4,941</b>
USR 230593101100.001 Air & Water Balancing (Note: Price adjusted for one steamfitter and one steamfitter apprentice.)	16.00	HR	190.88 3,054	0.00 0	0.00 0	0.00 0	190.88 3,054	236.00 3,776	308.81 4,941	308.81 4,941
<b>A01090703 HVAC Commissioning</b>	<b>1.00</b>	<b>LS</b>	<b>4,581</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4,581</b>	<b>5,664</b>	<b>7,411</b>	<b>7,411</b>
USR 230593101100.002 Commissioning (Note: Price adjusted for one steamfitter and one steamfitter apprentice.)	24.00	HR	190.88 4,581	0.00 0	0.00 0	0.00 0	190.88 4,581	236.00 5,664	308.81 7,411	308.81 7,411
<b>A0110 Fire Protection Systems</b>			51,888.84	449.11	49,095.13	0.00	101,433.09	125,410.25	164,103.02	164,103.02
<b>A011001 Water Supply (Fire Protection)</b>	<b>1.00</b>	<b>SF</b>	<b>51,889</b>	<b>449</b>	<b>49,095</b>	<b>0</b>	<b>101,433</b>	<b>125,410</b>	<b>164,103</b>	<b>164,103</b>
<b>A01100101 Water Supply Equipment &amp; Piping</b>	<b>1.00</b>	<b>LS</b>	<b>50,145</b>	<b>449</b>	<b>49,095</b>	<b>0</b>	<b>99,690</b>	<b>123,255</b>	<b>161,282</b>	<b>161,282</b>
<b>A01100101 Water Supply Equipment &amp; Piping</b>	<b>1.00</b>	<b>LS</b>	<b>50,145</b>	<b>449</b>	<b>49,095</b>	<b>0</b>	<b>99,690</b>	<b>123,255</b>	<b>161,282</b>	<b>161,282</b>
USR 221113440580.901 Pipe, steel, black, threaded, 1" sch 40 (Note: Includes piping, couplings, elbows, tees, hangers and identification labels. Materials and labor are RS Means items.)	20.00	LF	25.46 509	0.00 0	13.61 272	0.00 0	39.07 781	48.31 966	63.21 1,264	63.21 1,264
USR 221113440610.901 Pipe, steel, black, threaded, 2" sch 40 (Note: Includes piping, couplings, elbows, tees, hangers and identification labels. Materials and labor are RS Means items.)	620.00	LF	34.01 21,086	0.00 0	24.00 14,881	0.00 0	58.01 35,967	71.72 44,469	93.85 58,189	93.85 58,189
USR 221113442110.901 Pipe, steel, black, welded, 4" sch 40, no valves (Note: Includes piping, couplings, elbows, tees, hangers and identification labels. Materials and labor are RS Means items.)	320.00	LF	62.22 19,910	1.32 422	47.44 15,180	0.00 0	110.98 35,513	137.21 43,908	179.55 57,455	179.55 57,455
USR 221113442130.901 Pipe, steel, black, welded, 6" sch 40, no valves (Note: Includes piping, couplings, elbows, tees, hangers and identification labels. Materials and labor are RS Means items.)	20.00	LF	97.01 1,940	1.35 27	59.95 1,199	0.00 0	158.30 3,166	195.72 3,914	256.10 5,122	256.10 5,122
RSM 211119507300 Standpipe connections, wall, with plugs & chains, double, flush, polished brass, 2-1/2" x 2-1/2"x 4"	1.00	EA	297.53 298	0.00 0	777.69 778	0.00 0	1,075.22 1,075	1,329.38 1,329	1,739.54 1,740	1,739.54 1,740
RSM 211320508480 Sprinkler system component, valves, firecycle package, 4" size, includes swing check & flow control valves with required trim	1.00	EA	1,487.67	0.00	10,312.80	0.00	11,800.47	14,589.91	19,091.33	19,091.33
RSM 211111161340 Pipe, valves, for fire-suppression, gate valve, OS&Y, 6", grooved joint, add coupling material cost, excludes coupling material cost	2.00	EA	113.02 226	0.00 0	1,521.56 3,043	0.00 0	1,634.58 3,269	2,020.97 4,042	2,644.49 5,289	2,644.49 5,289
RSM 211111162060 Pipe, valves, for fire-suppression, alarm check valve, pre-trimmed, 6", grooved joint, add coupling material cost, excludes coupling material cost	1.00	EA	593.34 593	0.00 0	255.62 256	0.00 0	848.96 849	1,049.64 1,050	1,373.48 1,373	1,373.48 1,373
RSM 211313503720 Sprinkler system components, sprinkler heads, standard spray, pendent or upright, brass, 135 to 286 degrees F, 1/2" NPT, 3/8" orifice, excludes supply piping	48.00	EA	53.33 2,560	0.00 0	37.19 1,785	0.00 0	90.52 4,345	111.92 5,372	146.45 7,030	146.45 7,030

Cost Estimate												
Description		Quantity	UOM	DirectLabor	DirectEQ	DirectMatl	DirectSubBid	DirectCost	CostToPrime	ContractCost	ProjectCost	
RSM 211313504820 Sprinkler system components, sprinkler heads, recessed pendent, brass, 135 to 286 degrees F, 1/2" NPT, 3/8" orifice, quick response		18.00	EA	85.32 1,536	0.00 0	77.09 1,388	0.00 0	162.42 2,923	200.81 3,615	262.76 4,730	262.76 4,730	
<b>A011005 Special Fire Protection Systems</b>	<b>1.00 LS</b>	<b>1.743</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,743</b>	<b>1,743</b>	<b>2,156</b>	<b>2,821</b>	<b>2,821</b>	
<b>A01100501 Other Special Fire Protection Systems</b>	<b>1.00 LS</b>	<b>1.743</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,743</b>	<b>1,743</b>	<b>2,156</b>	<b>2,821</b>	<b>2,821</b>	
USR 328423109010.202 Fire Protection System - Testing		16.00	HR	108.96 1,743	0.00 0	0.00 0	0.00 0	108.96 1,743	134.72 2,156	176.29 2,821	176.29 2,821	
(Note: Item adjusted to Davis Bacon prevailing hourly wage for one sprinkler filter in the project region.)												
<b>A0111 Electric Power and Lighting</b>												
<b>A011101 Service and Distribution</b>												
RSM 260913301220 Smart metering, in panel, three phase, 277/480 volt, 200 amp		1.00	EA	100,587.88 200	0.00 0	71,655.75 1,305	3,782.47 0	176,026.10 1,505	217,635.86 1,861	284,782.95 2,435	284,782.95 2,435	
<b>A01110105 Panels</b>	<b>1.00 LS</b>	<b>51,101</b>	<b>0</b>	<b>46,195</b>	<b>40</b>	<b>97,336</b>	<b>40</b>	<b>31,294</b>	<b>38,692</b>	<b>50,629</b>	<b>50,629</b>	
LA-1												
RSM 262416301200.BG001 Panelboards, load center cover, 125 amps, 24 spaces, flush, nema 1		1.00	EA	4,723.84 156	0.00 0	17,951.72 0	40.00 40	22,715.56 22,716	28,085.15 28,085	36,750.25 36,750	36,750.25 36,750	
(Note: Adjusted for panel cover replacement. Quote provided by Grainger.com. Quote obtained on 8-31-2021.)												
RSM 261316104800 Circuit breaker, 3 pole, 15 to 60 amp, type FA		17.00	EA	176.81 3,006	0.00 0	1,021.14 17,359	0.00 0	1,197.95 20,365	1,481.13 25,179	1,938.10 32,948	1,938.10 32,948	
(Note: Replacement circuit breaker for panel HA.)												
USR 262416300350.BG005 Panelboards, 1 phase 3 wire, main lugs, 120/240 V, 100 amp, 24 circuits, NQOD, incl 20 A 1 pole plug-in breakers		1.00	EA	1,561.84 1,562	0.00 0	592.39 592	0.00 0	2,154.24 2,154	2,663.46 2,663	3,485.22 3,485	3,485.22 3,485	
(Note: Adjusted material price for 100 amp.)												
HC												
RSM 262416303060 Panelboards, 3 pole 3 wire, main lugs, 240 V, 100 amp, no main breaker		1.00	EA	2,489.47 407	0.00 0	4,642.45 1,163	0.00 0	7,131.93 1,570.59	8,817.80 1,941.85	11,538.35 2,540.97	11,538.35 2,540.97	
RSM 262416200700 Circuit breakers, bolt-on, 10 k A I.C., 3 pole, 240 volt, 15 to 60 amp		13.00	EA	151.15 1,965	0.00 0	261.03 3,393	0.00 0	412.18 5,358	509.61 6,625	666.84 8,669	666.84 8,669	
RSM 262416200400 Circuit breakers, bolt-on, 10 k A I.C., 2 pole, 240 volt, 15 to 50 amp		1.00	EA	117.14 117	0.00 0	85.88 86	0.00 0	203.02 203	251.01 251	328.46 328	328.46 328	
<b>Modify HA</b>	<b>1.00 EA</b>	<b>453</b>	<b>0</b>	<b>453</b>	<b>0.00</b>	<b>783.10</b>	<b>0.00</b>	<b>1,236.54</b>	<b>1,528.83</b>	<b>2,000.52</b>	<b>2,000.52</b>	
RSM 262416200700 Circuit breakers, bolt-on, 10 k A I.C., 3 pole, 240 volt, 15 to 60 amp		3.00	EA	151.15 453	0.00 0	261.03 783	0.00 0	412.18 1,237	509.61 1,529	666.84 2,001	666.84 2,001	
<b>Modify LA</b>	<b>1.00 EA</b>	<b>125</b>	<b>0</b>	<b>125</b>	<b>0.00</b>	<b>85</b>	<b>0.00</b>	<b>210.15</b>	<b>259.83</b>	<b>340.00</b>	<b>340.00</b>	
RSM 262416200500 Circuit breakers, bolt-on, 10 k A I.C., 2 pole, 240 volt, 60 amp		1.00	EA	124.95 125	0.00 0	85.21 85	0.00 0	210.15 210	259.83 260	340.00 340	340.00 340	
<b>A0111019X Other Service and Distribution</b>	<b>1.00 LS</b>	<b>43,110</b>	<b>0</b>	<b>21,428</b>	<b>0</b>	<b>64,537</b>	<b>0</b>	<b>79,793</b>	<b>104,411</b>	<b>104,411</b>	<b>104,411</b>	
<b>Mechanical Equipment</b>	<b>1.00 LS</b>	<b>8,584</b>	<b>0</b>	<b>7,653</b>	<b>0</b>	<b>16,238</b>	<b>0</b>	<b>20,076</b>	<b>26,270</b>	<b>26,270</b>	<b>26,270</b>	
RSM 262816205900 Safety switches, heavy duty, 3 pole, nonfusible, 600 volt, 60 amp, NEMA 3R		1.00	EA	425.96 426	0.00 0	401.69 402	0.00 0	827.65 828	1,023.29 1,023	1,339.01 1,339	1,339.01 1,339	
RSM 262816205710 Safety switches, heavy duty, 3 pole, nonfusible, 600 volt, 30 amp, NEMA 3R		8.00	EA	302.29 2,418	0.00 0	229.92 1,839	0.00 0	532.22 4,258	658.02 5,264	861.04 6,888	861.04 6,888	
<b>Motor Rated Toggle Switch</b>	<b>19.00 EA</b>	<b>4,544</b>	<b>0</b>	<b>239.16</b>	<b>0.00</b>	<b>224.85</b>	<b>0.00</b>	<b>464.01</b>	<b>573.69</b>	<b>750.70</b>	<b>750.70</b>	



## Cost Estimate

Description	Quantity	UOM	DirectLabor	DirectEQ	DirectMatl	DirectSubBid	DirectCost	CostToPrime	ContractCost	ProjectCost
			255.00	217	0	121	0	338	418	547
RSM 260519901200 Wire, copper, stranded, 600 volt, #12, type THWN-THHN, in raceway			5.86	0.00	0.81	0.00	6.67	8.24	10.79	10.79
RSM 260533350200 Flexible metallic conduit, steel, 3/4" diameter	85.00	LF	498	0	69	0	567	701	917	917
RSM 260533350440 Flexible metallic conduit, steel, connectors, plain, 3/4" diameter	34.00	EA	455	0	2.58	0.00	15.97	19.75	25.84	25.84
<b>3-#8 and 1-#10 in 3/4" Flex</b> (Note: 35-40 amp feeder)	<b>1.00</b>	<b>EA</b>	<b>78</b>	<b>0</b>	<b>18.32</b>	<b>0.00</b>	<b>96.63</b>	<b>119.48</b>	<b>156.34</b>	<b>156.34</b>
RSM 260519901300 Wire, copper, stranded, 600 volt, #8, type THWN-THHN, in raceway	15.00	LF	18	0	0.47	0.00	1.64	2.03	2.65	2.65
RSM 260519901250 Wire, copper, stranded, 600 volt, #10, type THWN-THHN, in raceway	5.00	LF	5	0	0.42	0.00	1.36	1.68	2.19	2.19
RSM 260533350200 Flexible metallic conduit, steel, 3/4" diameter	5.00	LF	29	0	4	0.00	6.67	8.24	10.79	10.79
RSM 260533350440 Flexible metallic conduit, steel, connectors, plain, 3/4" diameter	2.00	EA	27	0	2.58	0.00	15.97	19.75	25.84	25.84
<b>3-#10 and 1-#10 in 3/4" Flex</b> (Note: 25-30 amp feeder)	<b>8.00</b>	<b>EA</b>	<b>598</b>	<b>0</b>	<b>17.61</b>	<b>0.00</b>	<b>92.41</b>	<b>114.26</b>	<b>149.51</b>	<b>149.51</b>
RSM 260519901250 Wire, copper, stranded, 600 volt, #10, type THWN-THHN, in raceway	160.00	LF	150	0	0.42	0.00	1.36	1.68	2.19	2.19
RSM 260533350200 Flexible metallic conduit, steel, 3/4" diameter	40.00	LF	234	0	0.81	0.00	6.67	8.24	10.79	10.79
RSM 260533350440 Flexible metallic conduit, steel, connectors, plain, 3/4" diameter	16.00	EA	214	0	2.58	0.00	15.97	19.75	25.84	25.84
<b>3-#12 and 1-#12 in 3/4" Flex</b> (Note: 10-20 amp feeder)	<b>8.00</b>	<b>EA</b>	<b>585</b>	<b>0</b>	<b>18.69</b>	<b>0.00</b>	<b>91.79</b>	<b>113.49</b>	<b>148.50</b>	<b>148.50</b>
RSM 260519901200 Wire, copper, stranded, 600 volt, #12, type THWN-THHN, in raceway	160.00	LF	136	0	0.47	0.00	1.33	1.64	2.14	2.14
RSM 260533350200 Flexible metallic conduit, steel, 3/4" diameter	40.00	LF	234	0	0.81	0.00	6.67	8.24	10.79	10.79
RSM 260533350440 Flexible metallic conduit, steel, connectors, plain, 3/4" diameter	16.00	EA	214	0	2.58	0.00	15.97	19.75	25.84	25.84
<b>2-#10 and 1-#10 in 3/4" EMT</b> (Note: 25-30 amp feeder)	<b>140.00</b>	<b>LF</b>	<b>1,403</b>	<b>0</b>	<b>2.92</b>	<b>0.00</b>	<b>12.94</b>	<b>16.00</b>	<b>20.94</b>	<b>20.94</b>
RSM 260533135020 Electric metallic tubing (EMT), 3/4" diameter, to 15' high, incl 2 terminations, 2 field bend elbows, 11 beam clamps, and 11 couplings per 100 LF	140.00	LF	1,009	0	233	0.00	8.87	10.97	14.35	14.35
RSM 260519901250 Wire, copper, stranded, 600 volt, #10, type THWN-THHN, in raceway	420.00	LF	394	0	0.42	0.00	1.36	1.68	2.19	2.19
<b>2-#12 and 1-#12 in 3/4" EMT</b> (Note: 10-20 amp feeder)	<b>1,200.00</b>	<b>LF</b>	<b>11,717</b>	<b>0</b>	<b>3.08</b>	<b>0.00</b>	<b>12.85</b>	<b>15.88</b>	<b>20.79</b>	<b>20.79</b>
RSM 260533135020 Electric metallic tubing (EMT), 3/4" diameter, to 15' high, incl 2 terminations, 2 field bend elbows, 11 beam clamps, and 11 couplings per 100 LF	1,200.00	LF	8,650	0	1,996	0.00	10,646	13,163	17,224	17,224
RSM 260519901200 Wire, copper, stranded, 600 volt, #12, type THWN-THHN, in raceway	3,600.00	LF	3,067	0	1,704	0.00	4,771	5,899	7,719	7,719

Cost Estimate											
	Description	Quantity	UOM	DirectLabor	DirectEQ	DirectMatl	DirectSubBid	DirectCost	CostToPrime	ContractCost	ProjectCost
<b>3-#6 and 1-#6 in 3/4" EMT</b> (Note: 45-50 amp feeder)		90.00	LF	1,168	12.98 0	4.64 418	0.00 0	17.61 1,585	21.78 1,960	28.50 2,565	28.50 2,565
RSM 260533135020 Electric metallic tubing (EMT), 3/4" diameter, to 15' high, incl 2 terminations, 2 field bend elbows, 11 beam clamps, and 11 couplings per 100 LF		90.00	LF	649	7.21 0	1.66 150	0.00 0	8.87 798	10.97 987	14.35 1,292	14.35 1,292
RSM 260519901350 Wire, copper, stranded, 600 volt, #6, type THWN-THHN, in raceway		360.00	LF	519	1.44 0	0.74 268	0.00 0	2.19 787	2.70 973	3.54 1,273	3.54 1,273
<b>3-#8 and 1-#10 in 3/4" RGS</b> (Note: 35-40 amp feeder)		20.00	LF	323	16.17 0	6.55 131	0.00 0	22.72 454	28.09 562	36.75 735	36.75 735
RSM 260533131770 Rigid galvanized steel conduit, 3/4" diameter, to 15' H, incl 2 terminations, 2 elbows, 11 beam clamps, and 11 couplings per 100 LF		20.00	LF	234	11.71 0	4.73 95	0.00 0	16.45 329	20.34 407	26.61 532	26.61 532
RSM 260519901300 Wire, copper, stranded, 600 volt, #8, type THWN-THHN, in raceway		60.00	LF	70	1.17 0	0.47 28	0.00 0	1.64 98	2.03 122	2.65 159	2.65 159
RSM 260519901250 Wire, copper, stranded, 600 volt, #10, type THWN-THHN, in raceway		20.00	LF	19	0.94 0	0.42 8	0.00 0	1.36 27	1.68 34	2.19 44	2.19 44
<b>3-#10 and 1-#10 in 3/4" EMT</b> (Note: 25-30 amp feeder)		620.00	LF	6,793	10.96 0	3.34 2,071	0.00 0	14.30 8,865	17.68 10,960	23.13 14,341	23.13 14,341
RSM 260533135020 Electric metallic tubing (EMT), 3/4" diameter, to 15' high, incl 2 terminations, 2 field bend elbows, 11 beam clamps, and 11 couplings per 100 LF		620.00	LF	4,469	7.21 0	1.66 1,031	0.00 0	8.87 5,501	10.97 6,801	14.35 8,899	14.35 8,899
RSM 260519901250 Wire, copper, stranded, 600 volt, #10, type THWN-THHN, in raceway		2,480.00	LF	2,324	0.94 0	0.42 1,040	0.00 0	1.36 3,364	1.68 4,159	2.19 5,442	2.19 5,442
<b>3-#12 and 1-#12 in 3/4" EMT</b> (Note: 10-20 amp feeder)		500.00	LF	5,308	10.62 0	3.56 1,779	0.00 0	14.17 7,087	17.52 8,762	22.93 11,465	22.93 11,465
RSM 260533135020 Electric metallic tubing (EMT), 3/4" diameter, to 15' high, incl 2 terminations, 2 field bend elbows, 11 beam clamps, and 11 couplings per 100 LF		500.00	LF	3,604	7.21 0	1.66 832	0.00 0	8.87 4,436	10.97 5,485	14.35 7,177	14.35 7,177
RSM 260519901200 Wire, copper, stranded, 600 volt, #12, type THWN-THHN, in raceway		2,000.00	LF	1,704	0.85 0	0.47 947	0.00 0	1.33 2,651	1.64 3,277	2.14 4,288	2.14 4,288
<b>Distribution Feeders</b>		1.00	LS	664	0	392	0	1,056	1,305	1,708	1,708
<b>2-#4 and 1-#4 in 1-1/2" EMT</b>		20.00	LF	314	15.72 0	9.19 184	0.00 0	24.91 498	30.79 616	40.30 806	40.30 806
RSM 260519901400 Wire, copper, stranded, 600 volt, #4, type THWN-THHN, in raceway		60.00	LF	106	1.77 0	1.21 73	0.00 0	2.98 179	3.68 221	4.82 289	4.82 289
RSM 260533135080 Electric metallic tubing (EMT), 1-1/2" diameter, to 15' high, incl 2 terminations, 2 elbows, 11 beam clamps, and 11 couplings per 100 LF		20.00	LF	208	10.41 0	5.56 111	0.00 0	15.97 319	19.75 395	25.84 517	25.84 517
<b>3-#4 and 1-#4 in 1" EMT</b>		20.00	LF	350	17.48 0	10.40 208	0.00 0	27.89 558	34.48 690	45.11 902	45.11 902
RSM 260519901400 Wire, copper, stranded, 600 volt, #4, type THWN-THHN, in raceway		80.00	LF	141	1.77 0	1.21 97	0.00 0	2.98 238	3.68 295	4.82 386	4.82 386
RSM 260533135080 Electric metallic tubing (EMT), 1-1/2" diameter, to 15' high, incl 2 terminations, 2 elbows, 11 beam clamps, and 11 couplings per 100 LF		20.00	LF	208	10.41 0	5.56 111	0.00 0	15.97 319	19.75 395	25.84 517	25.84 517
<b>Distribution Equipment</b>		1.00	LS	407	0	2,942	0	3,349	4,141	5,418	5,418
<b>Power Feeder</b> (Note: Feeder for DDCP-1)		1.00	EA	407	407.44 0	2,941.69 2,942	0.00 0	3,349.12 3,349	4,140.80 4,858	5,418.36 6,357	5,418.36 6,357
RSM 260926100110 Lighting control relay panel, 8 relay, with timeclock		1.00	LS	2,943	0	986	0	3,929	4,858	5,418	5,418

## Cost Estimate

Description		Quantity	UOM	DirectLabor	DirectEQ	DirectMatl	DirectSubBid	DirectCost	CostToPrime	ContractCost	ProjectCost
<b>2-#12 and 1-#12 in 3/4" EMT</b> (Note: 10-20 amp feeder)		170.00	LF	9.76 1,660	0.00 0	3.08 524	0.00 0	12.85 2,184	15.88 2,700	20.79 3,534	20.79 3,534
RSM 260533135020 Electric metallic tubing (EMT), 3/4" diameter, to 15' high, incl 2 terminations, 2 field bend elbows, 11 beam clamps, and 11 couplings per 100 LF		170.00	LF	7.21 1,225	0.00 0	1.66 283	0.00 0	8.87 1,508	10.97 1,865	14.35 2,440	14.35 2,440
RSM 260519901200 Wire, copper, stranded, 600 volt, #12, type THWN-THHN, in raceway		510.00	LF	0.85 434	0.00 0	0.47 241	0.00 0	1.33 676	1.64 836	2.14 1,093	2.14 1,093
<b>2-#8 and 1-#10 in 1" EMT</b> (Note: Motorized gate feed)		110.00	LF	11.66 1,283	0.00 0	4.20 462	0.00 0	15.86 1,745	19.61 2,157	25.66 2,823	25.66 2,823
RSM 260519901300 Wire, copper, stranded, 600 volt, #8, type THWN-THHN, in raceway		330.00	LF	1.17 387	0.00 0	0.47 154	0.00 0	1.64 541	2.03 668	2.65 875	2.65 875
RSM 260533135040 Electric metallic tubing (EMT), 1" diameter, to 15' high, incl 2 terminations, 2 elbows, 11 beam clamps, and 11 couplings per 100 LF		110.00	LF	8.15 896	0.00 0	2.80 308	0.00 0	10.95 1,204	13.54 1,489	17.71 1,948	17.71 1,948
<b>Power Equipment</b>		1.00	LS	108 0	0.00 0	17 17	0.00 0	125 125	155 155	203 203	203 203
<b>Rocker Switch</b> (Note: gate remote manual switch)		1.00	EA	107.92 108	0.00 0	17.26 17	0.00 0	125.18 125	154.77 155	202.52 203	202.52 203
RSM 260533160150 Outlet boxes, pressed steel, 4" square		1.00	EA	46.86 47	0.00 0	2.79 3	0.00 0	49.64 50	61.38 61	80.31 80	80.31 80
RSM 260533160300 Outlet boxes, pressed steel, plaster rings, 4" square, concealed		1.00	EA	14.64 15	0.00 0	2.31 2	0.00 0	16.96 17	20.96 21	27.43 27	27.43 27
RSM 262726204930 Switch cover plate, stainless steel, NEMA 7-23		1.00	EA	11.71 12	0.00 0	3.50 4	0.00 0	15.22 15	18.81 19	24.62 25	24.62 25
RSM 262726200560 Rocker switch, single pole, 20 amp		1.00	EA	34.71 35	0.00 0	8.66 9	0.00 0	43.36 43	53.61 54	70.16 70	70.16 70
<b>A011102 Lighting and Branch Wiring</b>		1.00	LS	49,487 0	0.00 0	25,460 10,274	3,742 0	78,690 44,556	97,291 55,089	127,308 72,085	127,308 72,085
<b>A01110201 Branch Wiring</b>		1.00	LS	34,282 0	0.00 0	10,274 0	0.00 0	44,556 55,089	55,089 72,085	72,085 72,085	72,085 72,085
RSM 266113300360 Fixture whips, 3/8" greenfield, 2 connectors, THHN wire, three #12, 6' long		49.00	EA	29.28 1,435	0.00 0	14.67 719	0.00 0	43.96 2,154	54.35 2,663	71.12 3,485	71.12 3,485
RSM 260523202660 Cable, copper braided shield, PVC jacket, 300 V, #18 stranded, 3 conductor (Note: Lighting control cable. 30' per occupancy sensor and per power pack/room controller.)		540.00	LF	1.56 843	0.00 0	0.21 112	0.00 0	1.77 956	2.19 1,182	2.86 1,546	2.86 1,546
<b>3-#12 and 1-#12 in 3/4" EMT</b> (Note: 10-20 amp feeder)		2,557.00	LF	10.62 27,146	0.00 0	3.56 9,095	0.00 0	14.17 36,241	17.52 44,808	22.93 58,632	22.93 58,632
RSM 260533135020 Electric metallic tubing (EMT), 3/4" diameter, to 15' high, incl 2 terminations, 2 field bend elbows, 11 beam clamps, and 11 couplings per 100 LF		2,557.00	LF	7.21 18,432	0.00 0	1.66 4,254	0.00 0	8.87 22,686	10.97 28,048	14.35 36,702	14.35 36,702
RSM 260519901200 Wire, copper, stranded, 600 volt, #12, type THWN-THHN, in raceway		10,228.00	LF	0.85 8,713	0.00 0	0.47 4,842	0.00 0	1.33 13,555	1.64 16,759	2.14 21,930	2.14 21,930
<b>Junction Box</b>		79.00	EA	61.50 4,858	0.00 0	4.40 347	0.00 0	65.89 5,206	81.47 6,436	106.60 8,422	106.60 8,422
RSM 260533160150 Outlet boxes, pressed steel, 4" square		79.00	EA	46.86 3,702	0.00 0	2.79 220	0.00 0	49.64 3,922	61.38 4,849	80.31 6,345	80.31 6,345
RSM 260533160250 Outlet boxes, pressed steel, covers, blank, 4" square		79.00	EA	14.64 1,157	0.00 0	1.61 127	0.00 0	16.25 1,284	20.09 1,587	26.29 2,077	26.29 2,077
<b>A01110202 Lighting Equipment</b>		1.00	LS	7,649 0	0.00 0	11,429 3,742	3,742 0	22,820 22,820	28,214 36,919	36,919 36,919	36,919 36,919
				234.28	0.00	317.84	0.00	552.11	682.62	893.23	893.23

Cost Estimate												
Description	Quantity	UOM	DirectLabor	DirectEQ	DirectMatl	DirectSubBid	DirectCost	CostToPrime	ContractCost	ProjectCost	ProjectCost	
			5.00 EA	1,171	0	1,589	0	2,761	3,413	4,466	4,466	
RSM 265623550410 Exterior LED fixture, wall pack, poly w/photocell, 26 watt, incl lamps (Note: F. W1)	3.00	EA	187.42 562	0.00 0	0.00 0	118.49 355	305.91 918	378.22 1,135	494.92 1,485	494.92 1,485		
USR 265113551010.BG008 Lithonia Contractor Select BLC Dimmable 2x4 LED Center Basket, 4000K (Note: F.4 Quote provided by Bulbs.com. 1-800-455-2800. Quote obtained on 9-21-2021.)	1.00	EA	234.28 234	0.00 0	547.76 548	0.00 0	782.04 782	966.90 967	1,265.22 1,265	1,265.22 1,265		
RSM 265313100260 Exit lighting, LED w/ battery unit, double face, ceiling or wall mount	3.00	EA	110.25 331	0.00 0	0.00 0	779.00 2,337	889.25 2,668	1,099.45 1,398.67	1,438.67 4,316	1,438.67 4,316		
USR 265113552000.BG013 Interior LED fixtures, strip, recessed, Finelite, Linear Recessed LED Light (Note: F. D2. Adjusted material cost and description for finelite lighting.)	4.00	EA	110.25 441	0.00 0	426.04 1,704	0.00 0	536.28 2,145	663.05 2,652	867.63 3,471	867.63 3,471		
RSM 265113552000 Interior LED fixtures, strip, surface mounted, 3500K, one light bar 4' long, incl lamps, mounting hardware and connections (Note: F. H5)	7.00	EA	117.14 820	0.00 0	0.00 0	150.00 1,050	267.14 1,870	330.29 2,312	432.19 3,025	432.19 3,025		
USR 265113551200.BG007 Finelite HPR 2x2, 4000K, LED (Note: F. 2. Quote provided by goodmart.com. 1-877-402-6100. Quote obtained on 10-28-2021.)	6.00	EA	212.98 1,278	0.00 0	453.09 2,719	0.00 0	666.07 3,996	823.51 4,941	1,077.59 1,077.59	1,077.59 1,077.59		
RSM 265313100240 Exit lighting, LED w/ battery unit, single face, ceiling or wall mount	24.00	EA	117.14 2,811	0.00 0	202.87 4,869	0.00 0	320.01 7,680	395.66 9,496	517.73 12,426	517.73 12,426		
<b>Interior LED fixtures, downlight, recess mounted, 25 watt, 3.5" diameter</b> (Note: F. A1)												
USR 265113551000.BG021 Interior LED fixtures, downlight, recess mounted, 25 watt, 3.5" diameter, incl lamps, mounting hardware and connections (Note: Adjusted material price for Focal Point 3.5" downlight.)	24.00	EA	117.14 2,811	0.00 0	202.87 4,869	0.00 0	320.01 7,680	395.66 9,496	517.73 12,426	517.73 12,426		
<b>A011029X Other Lighting and Branch Wiring Power Devices</b>												
<b>Outdoor Receptacle</b>												
RSM 262726202482 Duplex receptacle, ground fault interrupting, 20 amp	1.00	EA	34.71 35	0.00 0	40.57 41	0.00 0	75.28 75	93.08 93	121.80 122	121.80 122		
RSM 260533161460 Outlet boxes, cast, 2 gang, FS, 3/4" hub	1.00	EA	93.71 94	0.00 0	71.68 72	0.00 0	165.39 165	204.49 204	267.58 268	267.58 268		
RSM 260533161870 Outlet boxes, cast, weatherproof in-use cover, 2 gang <b>Lighting Devices</b>	1.00	EA	17.68 18	0.00 0	42.60 43	0.00 0	60.28 60	74.54 75	97.53 98	97.53 98		
RSM 260533160150 Outlet boxes, pressed steel, 4" square <b>Occupancy Sensor</b>	1.00	LS	7,410	0	3,603	0	11,012	13,616	17,816	17,816		
	11.00	EA	308.16 515	0.00 0	186.25 31	0.00 0	494.42 546	611.29 675	799.89 883	799.89 883		
RSM 260533160300 Fixture hangers, box hanger with mounting strap	11.00	EA	117.14 1,289	0.00 0	14.40 158	0.00 0	131.54 1,447	162.64 1,789	212.82 2,341	212.82 2,341		
RSM 260923100120 Lighting devices, occupancy sensors, dual technology, ceiling mounted <b>Power Pack</b>	11.00	EA	144.17 1,586	0.00 0	169.06 1,860	0.00 0	313.23 3,446	387.28 4,260	506.76 5,574	506.76 5,574		
RSM 260533160150 Outlet boxes, pressed steel, 4" square	7.00	EA	155.21 328	0.00 0	55.11 20	0.00 0	210.32 347	260.04 430	340.27 562	340.27 562		
RSM 260533160250 Outlet boxes, pressed steel, covers, blank, 4" square	7.00	EA	14.64 102	0.00 0	1.61 11	0.00 0	16.25 114	20.09 141	26.29 184	26.29 184		

## Cost Estimate

	Description	Quantity	UOM	DirectLabor	DirectEQ	DirectMatl	DirectSubBid	DirectCost	CostToPrime	ContractCost	ProjectCost
RSM 260923100200 Lighting devices, remote power pack		7.00	EA	93.71 656	0.00 0	50.72 355	0.00 0	144.43 1,011	178.57 1,250	233.66 1,636	233.66 1,636
<b>3-Way Switch</b>		<b>9.00</b>	<b>EA</b>	<b>125.27 1,127</b>	<b>0.00 0</b>	<b>15.97 144</b>	<b>0.00 0</b>	<b>141.25 1,271</b>	<b>174.63 1,572</b>	<b>228.51 2,057</b>	<b>228.51 2,057</b>
RSM 260533160150 Outlet boxes, pressed steel, 4" square		9.00	EA	46.86 422	0.00 0	2.79 25	0.00 0	49.64 447	61.38 552	80.31 723	80.31 723
RSM 260533160300 Outlet boxes, pressed steel, plaster rings, 4" square, concealed		9.00	EA	14.64 132	0.00 0	2.31 21	0.00 0	16.96 153	20.96 189	27.43 247	27.43 247
RSM 262726204930 Switch cover plate, stainless steel, NEMA 7-23		9.00	EA	11.71 105	0.00 0	3.50 32	0.00 0	15.22 137	18.81 169	24.62 222	24.62 222
RSM 262726200800 3 way switch, 20 amp		9.00	EA	52.06 469	0.00 0	7.37 66	0.00 0	59.43 535	73.48 661	96.15 865	96.15 865
<b>Dimmer Switch</b>		<b>12.00</b>	<b>EA</b>	<b>131.78 1,581</b>	<b>0.00 0</b>	<b>61.35 736</b>	<b>0.00 0</b>	<b>193.13 2,318</b>	<b>238.78 2,865</b>	<b>312.45 3,749</b>	<b>312.45 3,749</b>
RSM 260533160150 Outlet boxes, pressed steel, 4" square		12.00	EA	46.86 562	0.00 0	2.79 33	0.00 0	49.64 596	61.38 737	80.31 964	80.31 964
RSM 260533160300 Outlet boxes, pressed steel, plaster rings, 4" square, concealed		12.00	EA	14.64 176	0.00 0	2.31 28	0.00 0	16.96 203	20.96 252	27.43 329	27.43 329
RSM 262726204930 Switch cover plate, stainless steel		12.00	EA	11.71 141	0.00 0	3.50 42	0.00 0	15.22 183	18.81 226	24.62 295	24.62 295
RSM 262726201750 Dimmer switch, incandescent, 1 pole, 120 volt, 1000 watt		12.00	EA	58.57 703	0.00 0	52.75 633	0.00 0	111.32 1,336	137.63 1,652	180.09 2,161	180.09 2,161
<b>Occupancy Switch</b>		<b>2.00</b>	<b>EA</b>	<b>112.26 225</b>	<b>0.00 0</b>	<b>144.14 288</b>	<b>0.00 0</b>	<b>256.39 513</b>	<b>317.00 634</b>	<b>414.80 830</b>	<b>414.80 830</b>
RSM 260533160150 Outlet boxes, pressed steel, 4" square		2.00	EA	46.86 94	0.00 0	2.79 6	0.00 0	49.64 99	61.38 123	80.31 161	80.31 161
RSM 260533160300 Outlet boxes, pressed steel, plaster rings, 4" square, concealed		2.00	EA	14.64 29	0.00 0	2.31 5	0.00 0	16.96 34	20.96 42	27.43 55	27.43 55
RSM 262726105000 Low voltage switching, switchplates, 1 gang, stainless steel		2.00	EA	11.71 23	0.00 0	17.31 35	0.00 0	29.03 58	35.89 72	46.96 94	46.96 94
RSM 260923100150 Lighting devices, occupancy wall switches		2.00	EA	39.05 78	0.00 0	121.72 243	0.00 0	160.77 322	198.77 398	260.10 520	260.10 520
<b>A0112 Electrical Systems</b>		<b>1.00</b>	<b>SF</b>	<b>41,670.95 41,671</b>	<b>0.00 0</b>	<b>28,299.92 28,299</b>	<b>0.00 0</b>	<b>69,969.87 69,970</b>	<b>86,509.63 86,510</b>	<b>113,200.41 113,200</b>	<b>113,200.41 113,200</b>
<b>A011201 Communication &amp; Fire Alarm Systems</b>		<b>1.00</b>	<b>LS</b>	<b>41,671</b>	<b>0</b>	<b>28,299</b>	<b>0</b>	<b>69,970</b>	<b>86,510</b>	<b>113,200</b>	<b>113,200</b>
<b>A011201 Fire Alarm Systems</b>		<b>1.00</b>	<b>LS</b>	<b>40,492</b>	<b>0</b>	<b>27,928</b>	<b>0</b>	<b>68,420</b>	<b>84,593</b>	<b>110,693</b>	<b>110,693</b>
<b>A01120101 Fire Alarm Systems</b>		<b>1.00</b>	<b>LS</b>	<b>40,492</b>	<b>0</b>	<b>27,928</b>	<b>0</b>	<b>68,420</b>	<b>84,593</b>	<b>110,693</b>	<b>110,693</b>
<b>Fire Alarm Devices</b>		<b>1.00</b>	<b>LS</b>	<b>7,005</b>	<b>0</b>	<b>6,198</b>	<b>0</b>	<b>13,203</b>	<b>16,324</b>	<b>21,360</b>	<b>21,360</b>
RSM 283123504175 Fire alarm, addressable control module, excluding wires & conduits		2.00	EA	129.26 259	0.00 0	212.34 425	0.00 0	341.60 683	422.35 845	552.65 1,105	552.65 1,105
<b>Horn/Strobe</b>		<b>13.00</b>	<b>EA</b>	<b>238.31 3,098</b>	<b>0.00 0</b>	<b>198.51 2,581</b>	<b>0.00 0</b>	<b>436.82 5,679</b>	<b>540.07 7,021</b>	<b>706.70 9,187</b>	<b>706.70 9,187</b>
(Note: Assume 1 horn/strobe device per every 500 sq. ft. 6,600 sq ft. total.)											
RSM 260533160150 Outlet boxes, pressed steel, 4" square		13.00	EA	46.86 609	0.00 0	2.79 36	0.00 0	49.64 645	61.38 798	80.31 1,044	80.31 1,044
RSM 260533160300 Outlet boxes, pressed steel, plaster rings, 4" square, concealed		13.00	EA	14.64 190	0.00 0	2.31 30	0.00 0	16.96 220	20.96 273	27.43 357	27.43 357

### Cost Estimate

Description		Quantity	UOM	DirectLabor	DirectEQ	DirectMatl	DirectSubBid	DirectCost	CostToPrime	ContractCost	ProjectCost
RSM 283123505610 Detection system, strobe & horn, ADA type, excluding wires & conduits		13.00	EA	176.81 2,299	0.00 0	193.41 2,514	0.00 0	370.22 4,813	457.73 5,951	598.96 7,786	598.96 7,786
<b>Carbon Monoxide Detector</b>			<b>2.00 EA</b>	<b>363</b>	<b>0</b>	<b>229</b>	<b>0</b>	<b>593</b>	<b>366.44</b>	<b>479.50</b>	<b>479.50</b>
RSM 260533160150 Outlet boxes, pressed steel, 4" square		2.00	EA	46.86 94	0.00 0	2.79 6	0.00 0	49.64 99	61.38 123	80.31 161	80.31 161
RSM 283149508710 Carbon monoxide detector, hardwired, wall mounted		2.00	EA	117.14 234	0.00 0	104.82 210	0.00 0	221.96 444	274.42 549	359.09 718	359.09 718
RSM 260533160940 Outlet boxes, pressed steel, bar hanger, for wood and masonry boxes, incl 3/8" stud		2.00	EA	17.68 35	0.00 0	7.10 14	0.00 0	24.78 50	30.64 61	40.09 80	40.09 80
<b>Pull Station</b>			<b>5.00 EA</b>	<b>185.79</b>	<b>0.00</b>	<b>88.86</b>	<b>0.00</b>	<b>274.65</b>	<b>339.57</b>	<b>444.34</b>	<b>444.34</b>
RSM 260533160150 Outlet boxes, pressed steel, 4" square		5.00	EA	46.86 234	0.00 0	2.79 14	0.00 0	49.64 248	61.38 307	80.31 402	80.31 402
RSM 260533160300 Outlet boxes, pressed steel, plaster rings, 4" square, concealed		5.00	EA	14.64 73	0.00 0	2.31 12	0.00 0	16.96 85	20.96 105	27.43 137	27.43 137
HNC 283123602000 Fire Alarm, pull station, manual, standard		5.00	EA	124.29 621	0.00 0	83.77 419	0.00 0	208.05 1,040	257.23 1,286	336.60 1,683	336.60 1,683
<b>Smoke Detector - Photoelectric</b>			<b>1.00 EA</b>	<b>182.61</b>	<b>0.00</b>	<b>154.00</b>	<b>0.00</b>	<b>336.61</b>	<b>416.18</b>	<b>544.58</b>	<b>544.58</b>
RSM 260533160150 Outlet boxes, pressed steel, 4" square		1.00	EA	46.86 47	0.00 0	2.79 3	0.00 0	49.64 50	61.38 61	80.31 80	80.31 80
HNC 283123601100 Fire Alarm & Detection, detectors, photoelectric smoke, single stage, 120V		1.00	EA	118.07 118	0.00 0	144.11 144	0.00 0	262.19 262	324.16 324	424.18 424	424.18 424
RSM 260533160940 Outlet boxes, pressed steel, bar hanger, for wood and masonry boxes, incl 3/8" stud		1.00	EA	17.68 18	0.00 0	7.10 7	0.00 0	24.78 25	30.64 31	40.09 40	40.09 40
<b>Speaker</b> (Note: Assumed 1 speaker for every designated room.)			<b>1.00 EA</b>	<b>218.93</b>	<b>0.00</b>	<b>87.48</b>	<b>0.00</b>	<b>306.41</b>	<b>378.84</b>	<b>495.72</b>	<b>495.72</b>
RSM 260533160150 Outlet boxes, pressed steel, 4" square		1.00	EA	46.86 47	0.00 0	2.79 3	0.00 0	49.64 50	61.38 61	80.31 80	80.31 80
HNC 275116101710 Detection System, speakers		1.00	EA	157.43 157	0.00 0	81.83 82	0.00 0	239.26 239	295.81 296	387.08 387	387.08 387
RSM 260533170300 Outlet boxes, plastic, plaster ring, 4" square		1.00	EA	14.64 15	0.00 0	2.87 3	0.00 0	17.51 18	21.65 22	28.33 28	28.33 28
<b>Speaker - Weatherproof</b>			<b>3.00 EA</b>	<b>400.40</b>	<b>0.00</b>	<b>162.94</b>	<b>0.00</b>	<b>563.34</b>	<b>696.50</b>	<b>911.40</b>	<b>911.40</b>
HNC 283123605210 Fire Alarm, speaker, weatherproof		3.00	EA	306.68 920	0.00 0	91.26 274	0.00 0	397.95 1,194	492.02 1,476	643.82 1,931	643.82 1,931
RSM 260533161460 Outlet boxes, cast, 2 gang, FS, 3/4" hub		3.00	EA	93.71 281	0.00 0	71.68 215	0.00 0	165.39 496	204.49 613	267.58 803	267.58 803
<b>Emergency Textual Visual Appliance</b>			<b>4.00 EA</b>	<b>188.26</b>	<b>0.00</b>	<b>447.20</b>	<b>0.00</b>	<b>635.46</b>	<b>785.68</b>	<b>1,028.08</b>	<b>1,028.08</b>
HNC 265313101770 Emergency Textual Visual Appliance		4.00	EA	753	0	1,789	0	2,542	3,143	4,112	4,112

Cost Estimate												
	Description	Quantity	UOM	Direct	Direct	Direct	Direct	Direct	Direct	CostToPrime	ContractCost	ProjectCost
				Labor	EQ	Matl	SubBid	Cost	ToPrime	Cost	396	396
	RSM 260533160750 Outlet boxes, pressed steel, masonry, 2 gang, 2-1/2" deep	4.00	EA	187	0	58	0	245	303	396	396	396
<b>Fire Alarm Equipment</b>		<b>1.00</b>	<b>LS</b>	<b>19,359</b>	<b>0</b>	<b>18,765</b>	<b>0</b>	<b>38,123</b>	<b>47,135</b>	<b>61,678</b>	<b>61,678</b>	<b>61,678</b>
GOV EELEEELEC2 Electrician		40.00	HR	234.28	0.00	0.00	0.00	234.28	289.66	379.02	379.02	379.02
RSM 283123504170 Detection system, fire alarm control panel, addressable with voice, up to 400 points, excluding wires & conduits		1.00	EA	2,577.87	0.00	14,471.74	0.00	17,049.60	21,079.86	27,583.62	27,583.62	27,584
RSM 283123504400 Detection system, fire alarm control panel, battery & rack, automatic charger, excluding wires & conduits		1.00	EA	117.14	0.00	750.64	0.00	867.78	1,072.90	1,403.93	1,403.93	1,404
HNC 283123603070 Fire Alarm, annunciation panel, remote		1.00	EA	1,389.10	0.00	842.26	0.00	2,231.36	2,758.82	3,610.00	3,610	3,610
HNC 283123600190 Fire Alarm & Detection, local operating console		1.00	EA	5,903.68	0.00	2,699.90	0.00	8,603.58	10,637.33	13,919.26	13,919.26	13,919
<b>Fire Alarm Cabling and Conduit</b>		<b>1.00</b>	<b>LS</b>	<b>14,129</b>	<b>0</b>	<b>2,965</b>	<b>0</b>	<b>17,094</b>	<b>21,135</b>	<b>27,655</b>	<b>27,655</b>	<b>27,655</b>
<b>2 pair #14, in 3/4" EMT</b>		<b>1,400.00</b>	<b>LF</b>	<b>10.09</b>	<b>0.00</b>	<b>2.12</b>	<b>0.00</b>	<b>12.21</b>	<b>15.10</b>	<b>19.75</b>	<b>19.75</b>	<b>19.75</b>
RSM 26053315020 Electric metallic tubing (EMT), 3/4" diameter, to 15' high, incl 2 terminations, 2 field bend elbows, 11 beam clamps, and 11 couplings per 100 LF		1,400.00	LF	7.21	0.00	1.66	0.00	8.87	10.97	14.35	14.35	20,095
RSM 260519900920 Wire, copper, solid, 600 volt, #14, type THWN-THHN, in raceway		5,600.00	LF	0.72	0.00	0.11	0.00	0.83	1.03	1.35	1.35	7,560
<b>Communication Systems</b>		<b>1.00</b>	<b>LS</b>	<b>4,037</b>	<b>0</b>	<b>636</b>	<b>0</b>	<b>4,673</b>	<b>5,778</b>	<b>7,560</b>	<b>7,560</b>	<b>7,560</b>
<b>Communication Devices</b>		<b>1.00</b>	<b>LS</b>	<b>1,179</b>	<b>0</b>	<b>371</b>	<b>0</b>	<b>1,550</b>	<b>1,916</b>	<b>2,507</b>	<b>2,507</b>	<b>2,507</b>
		<b>1.00</b>	<b>LS</b>	<b>135</b>	<b>0</b>	<b>40</b>	<b>0</b>	<b>176</b>	<b>217</b>	<b>284</b>	<b>284</b>	<b>284</b>
<b>Data Outlet - 2 Port</b>		<b>1.00</b>	<b>EA</b>	<b>135</b>	<b>0</b>	<b>40</b>	<b>0</b>	<b>176</b>	<b>217</b>	<b>284</b>	<b>284</b>	<b>284</b>
RSM 260533160350 Outlet boxes, pressed steel, 4-11/16" square		1.00	EA	46.86	0.00	5.90	0.00	52.75	65.22	85.34	85.34	85
RSM 260533160500 Outlet boxes, pressed steel, plaster rings, 4-11/16" square		1.00	EA	17.68	0.00	5.14	0.00	22.82	28.22	36.92	36.92	37
RSM 271543131020 Voice/Data wall plate, plastic, 1 gang, 2-port, excl voice/data devices		1.00	EA	13.02	0.00	3.15	0.00	16.17	19.99	26.16	26.16	26
RSM 271513137316 Unshielded twisted pair (UTP) jack, RJ-45, category 6 (Note: Includes communication room terminations)		4.00	EA	14.42	0.00	6.53	0.00	20.95	25.90	33.89	33.89	136
<b>Communication Conduit &amp; Cabling</b>		<b>1.00</b>	<b>LS</b>	<b>58</b>	<b>0</b>	<b>26</b>	<b>0</b>	<b>84</b>	<b>104</b>	<b>136</b>	<b>136</b>	<b>136</b>
RSM 260533135040 Electric metallic tubing (EMT), 1" diameter, to 15' high, incl 2 terminations, 2 elbows, 11 beam clamps, and 11 couplings per 100 LF		110.00	LF	8.15	0.00	2.80	0.00	10.95	13.54	17.71	17.71	1,948
RSM 271513137242 Unshielded twisted pair (UTP) cable, solid, plenum, #24, 4 pair, category 6		110.00	LF	1.34	0.00	0.21	0.00	1.55	1.91	2.50	2.50	275
<b>A0116 Selective Building Demolition</b>		<b>1.00</b>	<b>SF</b>	<b>88,560</b>	<b>90</b>	<b>1,558.03</b>	<b>6,178.18</b>	<b>25,687.00</b>	<b>121,984.11</b>	<b>150,656.80</b>	<b>197,122.23</b>	<b>197,122.23</b>
<b>A011601 Non-Hazardous Selective Building Demolition</b>		<b>1.00</b>	<b>EA</b>	<b>88,561</b>	<b>1,558</b>	<b>6,178</b>	<b>0</b>	<b>96,297.11</b>	<b>119,060.20</b>	<b>155,793.79</b>	<b>155,793.79</b>	<b>155,793.79</b>
<b>A01160102 Exterior Closure Demolition</b>		<b>1.00</b>	<b>LS</b>	<b>11,580</b>	<b>1,558</b>	<b>39</b>	<b>0</b>	<b>96,297</b>	<b>119,060</b>	<b>155,794</b>	<b>155,794</b>	<b>155,794</b>
<b>Concrete Demolition Items</b>		<b>1.00</b>	<b>LS</b>	<b>11,580</b>	<b>1,558</b>	<b>39</b>	<b>0</b>	<b>13,177</b>	<b>16,292</b>	<b>21,319</b>	<b>21,319</b>	<b>21,319</b>
(Note: New openings for duct work to mezzanine. Quantity assumed.)												
<b>Concrete Cutting - 6" Depth</b>		<b>100.00</b>	<b>LF</b>	<b>20.87</b>	<b>2.28</b>	<b>0.39</b>	<b>0.00</b>	<b>23.54</b>	<b>29.11</b>	<b>38.09</b>	<b>38.09</b>	<b>38.09</b>
RSM 038113500500 Concrete sawing, concrete slabs, rod reinforced, up to 3" deep, includes blade cost, layout and set up time		100.00	LF	1.99	1.14	0.19	0.00	3.32	4.11	5.38	5.38	538

## Cost Estimate

Description	Quantity	UOM	DirectLabor	DirectEQ	DirectMatl	DirectSubBid	DirectCost	CostToPrime	ContractCost	ProjectCost
RSM 038113500520 Concrete sawing, concrete, existing slab, rod reinforced, for each additional inch of depth over 3", includes blade cost, layout and set up time	300.00	LF	0.66 199	0.38 114	0.07 20	0.00 0	1.11 334	1.38 413	1.80 540	1.80 540
USR 083323104600.032 Selective demo, doors, rolling service, steel, manual, remove motor operators for, jack shaft type, over 14' x 14' opening (Note: Item modified by deleting material for demo purposes.)	5.00	EA	337.62 1,688	0.00 0	0.00 0	0.00 0	337.62 1,688	417.43 2,087	546.22 2,731	546.22 2,731
<b>Concrete Demo/Wheeling</b>	<b>20.00</b>	<b>CY</b>	<b>474.65 9,493</b>	<b>66.50 1,330</b>	<b>0.00 0</b>	<b>0.00 0</b>	<b>541.15 10,823</b>	<b>669.07 13,381</b>	<b>875.50 17,510</b>	<b>875.50 17,510</b>
RSM 030505100070 Selective concrete demolition, reinforcing more than 2% cross-sectional area, break up into small pieces, excludes shoring, bracing, saw or torch cutting, loading, hauling, dumping	20.00	CY	421.91 8,438	66.50 1,330	0.00 0	0.00 0	488.41 9,768	603.86 12,077	790.17 15,803	790.17 15,803
RSM 024119192045 Selective demolition, rubbish handling, 0 - 100' haul, load, haul, dump and return, wheeled, cost to be added to demolition cost	20.00	CY	52.74 1,055	0.00 0	0.00 0	0.00 0	52.74 1,055	65.21 1,304	85.33 1,707	85.33 1,707
<b>A01160103 Roofing</b>	<b>1.00</b>	<b>LS</b>	<b>37,667</b>	<b>0</b>	<b>2,597</b>	<b>0</b>	<b>40,264</b>	<b>49,782</b>	<b>65,141</b>	<b>65,141</b>
RSM 070505102120 Selective demolition, thermal and moisture protection, roof edge, aluminum soffit and fascia	400.00	LF	1.16 463	0.00 0	0.00 0	0.00 0	1.16 463	1.43 572	1.87 749	1.87 749
RSM 070505100620 Selective demolition, thermal and moisture protection, insulation, air/vapor barrier	8,245.00	SF	0.19 1,553	0.00 0	0.00 0	0.00 0	0.19 1,553	0.23 1,920	0.30 2,513	0.30 2,513
HTW 070505102357 Remove Rigid Insulation	8,245.00	SF	0.65 5,352	0.00 0	0.00 0	0.00 0	0.65 5,352	0.80 6,617	1.05 8,658	1.05 8,658
RSM 070505100420 Selective demolition, thermal and moisture protection, gutters, metal or wood, edge hung	295.00	LF	2.75 810	0.00 0	0.00 0	0.00 0	2.75 810	3.40 1,002	4.44 1,311	4.44 1,311
RSM 070505100120 Selective demolition, thermal and moisture protection, downspouts, including hangers	90.00	LF	1.88 170	0.00 0	0.00 0	0.00 0	1.88 170	2.33 210	3.05 274	3.05 274
RSM 080505204410 Window demolition, skylight, plastics domes, flush/curb mounted, remove	335.00	SF	8.04 2,694	0.00 0	0.00 0	0.00 0	8.04 2,694	9.94 3,331	13.01 4,359	13.01 4,359
RSM 024119192045 Selective demolition, rubbish handling, 0 - 100' haul, load, haul, dump and return, wheeled, cost to be added to demolition cost	153.00	CY	52.74 8,070	0.00 0	0.00 0	0.00 0	52.74 8,070	65.21 9,977	85.33 13,056	85.33 13,056
RSM 024119190700 Selective demolition, rubbish handling, dumpster, 10 C.Y., 3 ton capacity, weekly rental, includes one dump per week, cost to be added to demolition cost	4.00	WK	0.00 0	0.00 0	649.20 2,597	0.00 0	649.20 2,597	802.66 3,211	1,050.30 4,201	1,050.30 4,201
RSM 060505105684 Selective demolition, wood framing, rafters, 6/12 - 8/12 pitch, 2" x 8", 16" OC (Note: Misc. framing for rotten wood and skylight extensions. Quantify assumed.)	1,650.00	SF	1.61 2,653	0.00 0	0.00 0	0.00 0	1.61 2,653	1.99 3,280	2.60 4,293	2.60 4,293
RSM 070505103180 Selective demolition, thermal and moisture protection, roofing, asphalt shingles, 2 layers	8,245.00	SF	1.93 15,902	0.00 0	0.00 0	0.00 0	1.93 15,902	2.38 19,661	3.12 25,727	3.12 25,727
<b>A01160104 Interior Construction &amp; Finishes</b>	<b>1.00</b>	<b>SF</b>	<b>3,252.40 3,252</b>	<b>0.00 0</b>	<b>0.00 0</b>	<b>0.00 0</b>	<b>3,252.40 3,252</b>	<b>4,021.21 4,021</b>	<b>5,261.88 5,262</b>	<b>5,261.88 5,262</b>
RSM 090505302300 Walls and partitions demolition, metal or wood studs, finish two sides, plasterboard (drywall) (Note: Applies to interior side of exterior wall removal of plaster wall and louver.)	13.00	SF	3.90 51	0.00 0	0.00 0	0.00 0	3.90 51	4.83 63	6.32 82	6.32 82
RSM 090505100240 Ceiling demolition, gypsum board, on suspension system, remove	1,676.00	SF	1.83 3,069	0.00 0	0.00 0	0.00 0	1.83 3,069	2.26 3,795	2.96 4,966	2.96 4,966
RSM 080505100500 Door demolition, interior door, single, 3' x 7' high, 1-3/8" thick, remove	1.00	EA	32.97 33	0.00 0	0.00 0	0.00 0	32.97 33	40.76 41	53.33 53	53.33 53
RSM 080505102000 Door demolition, door frames, metal, remove	1.00	EA	99.26 99	0.00 0	0.00 0	0.00 0	99.26 99	122.72 123	160.59 161	160.59 161
<b>A01160106 Mechanical Systems</b>	<b>1.00</b>	<b>LS</b>	<b>8,547</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8,547</b>	<b>10,568</b>	<b>13,828</b>	<b>13,828</b>
			1.56	0.00	0.00	0.00	1.56	1.93	2.53	2.53

Cost Estimate												
Description	Quantity	UOM	DirectLabor	DirectEQ	DirectMatl	DirectSubBid	DirectCost	CostToPrime	ContractCost	ProjectCost		
	2,000.00	LB	3,123	0	0	0	3,123	3,861	5,052	5,052		
RSM 230505101570 Ductwork, metal; steel and stainless steel, fabricated, selective demolition				17.80	0.00	0.00	0.00	17.80	22.00	28.79	28.79	
RSM 230505101630 Diffusers, registers or grills, up thru 20" max dimension, selective demolition	11.00	EA	196	0	0	0	196	242	317	317	317	
RSM 230505100400 Central station air handler, up thru 15 ton, selective demolition	1.00	EA	954.38	0.00	0.00	0.00	954.38	1,179.98	1,544.04	1,544.04	1,544	
RSM 230505102124 Fans, 1-1/2 thru 10 H.P. or 20,000 CFM, selective demolition	6.00	EA	294.59	0.00	0.00	0.00	294.59	364.22	476.60	476.60	2,860	
RSM 230505102750 Heater, electric, unit, cabinet, fan or convector, selective demolition	7.00	EA	120.06	0.00	0.00	0.00	120.06	148.44	194.24	194.24	1,360	
RSM 230505100660 Condensing unit, up thru 10 ton, selective demolition	1.00	EA	1,221.61	0.00	0.00	0.00	1,221.61	1,510.38	1,976.37	1,976.37	1,976	
RSM 230505101760 Exhaust system, components, selective demolition	4.00	SYS	111.23	0.00	0.00	0.00	111.23	137.53	179.96	179.96	720	
<b>A01160107 Electrical Systems</b>	<b>1.00</b>	<b>LS</b>	<b>27,514</b>	<b>0</b>	<b>3,542</b>	<b>0</b>	<b>31,056</b>	<b>38,397</b>	<b>50,244</b>	<b>50,244</b>	<b>720</b>	
<b>Remove Devices and Fixtures</b>	<b>1.00</b>	<b>LS</b>	<b>13,270</b>	<b>0</b>	<b>3,542</b>	<b>0</b>	<b>16,812</b>	<b>20,786</b>	<b>27,200</b>	<b>27,200</b>	<b>606</b>	
<b>Remove Light Fixtures</b>	<b>1.00</b>	<b>LS</b>	<b>1,230</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,230</b>	<b>1,521</b>	<b>1,990</b>	<b>1,990</b>	<b>413</b>	
RSM 260505102340 Fluorescent fixtures, interior, strip fixture, 2 lamp, 4' long, electrical demolition, remove, surface mount, to 15' high, including supports & whips	5.00	EA	37.48	0.00	0.00	0.00	37.48	46.34	60.64	60.64	303	
RSM 260505102140 Fluorescent fixtures, interior, 4 lamp, 2' x 4', electrical demolition, remove, recessed drop-in, to 15' high, including supports & whips	6.00	EA	62.47	0.00	0.00	0.00	62.47	77.24	101.07	101.07	606	
RSM 260505102220 Fluorescent fixtures, interior, acrylic lens & hinged frame, 2 lamp, 2' x 2', electrical demolition, remove, surface mount, to 15' high, including supports & whips	6.00	EA	42.60	0.00	0.00	0.00	42.60	52.66	68.91	68.91	413	
RSM 260505102620 Incandescent fixtures, exterior, 100 Watt, electrical demolition, remove, wall mount	11.00	EA	37.48	0.00	0.00	0.00	37.48	46.34	60.64	60.64	412	
<b>Remove Fire Alarm Systems</b>	<b>1.00</b>	<b>LS</b>	<b>412</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>412</b>	<b>510</b>	<b>667</b>	<b>667</b>	<b>667</b>	
<b>Remove Fire Alarm Device</b>	<b>20.00</b>	<b>EA</b>	<b>11,714</b>	<b>0</b>	<b>3,542</b>	<b>0</b>	<b>15,257</b>	<b>18,863</b>	<b>24,683</b>	<b>24,683</b>	<b>2,373</b>	
HTW 260505101768 Remove Outlet Box, Up to 4" Square/Octagonal	20.00	EA	73.33	0.00	0.00	0.00	73.33	90.66	118.63	118.63	478	
RSM 280505101210 Fire alarm device, electrical demolition, remove	20.00	EA	14.76	0.00	0.00	0.00	14.76	18.25	23.88	23.88	478	
<b>Remove Fire Alarm Equipment</b>	<b>1.00</b>	<b>LS</b>	<b>295</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>295</b>	<b>365</b>	<b>478</b>	<b>478</b>	<b>478</b>	
HNC 283123600190 Fire Alarm & Detection, control panel, 16 zone	1.00	EA	58.57	0.00	0.00	0.00	58.57	72.41	94.76	94.76	1,895	
HNC 283123603070 Fire Alarm, annunciation panel, remote, 16 zone	1.00	EA	1,171	0	0	0	1,171	1,448	1,895	1,895	1,895	
<b>Remove 2 pair #14 in 3/4" EMT</b>	<b>1,000.00</b>	<b>LF</b>	<b>5,903.68</b>	<b>0.00</b>	<b>2,699.90</b>	<b>0.00</b>	<b>8,603.58</b>	<b>10,637.33</b>	<b>13,919.26</b>	<b>13,919.26</b>	<b>13,919</b>	
RSM 260505101830 Wire, THW-THWN-THHN, #14, electrical demolition, removed from in place conduit, to 15' high	4,000.00	LF	5,904	0	2,700	0	8,604	10,637	13,919	13,919	933	
RSM 260505100200 Conduit, electric metallic tubing (EMT), 1/2" to 1" diameter, electrical demolition, remove conduit to 15' high, including fittings & hangers	1,000.00	LF	1,389.10	0.00	842.26	0.00	2,231.36	2,758.82	3,610.00	3,610.00	2,231	
<b>Remove receptacle/switch</b> (Note: Assumed 1 switch per room.)	<b>15.00</b>	<b>EA</b>	<b>1,389</b>	<b>0</b>	<b>842</b>	<b>0</b>	<b>2,231</b>	<b>2,759</b>	<b>3,610</b>	<b>3,610</b>	<b>3,610</b>	
RSM 260505101790 Receptacle & switches, 15 to 30 amp, electrical demolition, remove	15.00	EA	2.96	0.00	0.00	0.00	2.96	3.65	4.78	4.78	168	
			6.94	0.00	0.00	0.00	6.94	8.58	11.23	11.23	168	
			104	0	0	0	104	129	168	168	168	

## Cost Estimate

Description		Quantity	UOM	DirectLabor	DirectEQ	DirectMatl	DirectSubBid	DirectCost	CostToPrime	ContractCost	ProjectCost
HTW 260505101768 Remove Outlet Box, Up to 4" Square/Octagonal				14.76 221	0.00 0	0.00 0	0.00 0	14.76 221	18.25 274	23.88 358	23.88 358
<b>Remove Feeders</b>		15.00	EA	<b>1.00</b>	<b>LS</b>	<b>9,588</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>9,588</b>	<b>11,854</b>
<b>Remove branch wiring</b>				3.06 0.17	0.00 0	0.00 0	0.00 0	3.06 0.17	3.78 0.21	4.95 0.28	4.95 0.28
RSM 260505101840 Wire, THW-THWN-THHN, #12, electrical demolition, removed from in place conduit, to 15' high		5,200.00	LF	886	0	0	0	886	1,095	1,433	1,433
RSM 260505100200 Conduit, electric metallic tubing (EMT), 1/2" to 1" diameter, electrical demolition, remove conduit to 15' high, including fittings & hangers		1,300.00	LF	3,092	2.38 0	0.00 0	0.00 0	2.38 0	2.94 3,092	3.85 3,823	3.85 5,002
<b>Remove 2-#10 and 1-#10 in 3/4" EMT Mechanical Feeder</b>				3.00 1,189	0.00 0	0.00 0	0.00 0	3.00 1,189	3.70 1,470	4.85 1,924	4.85 1,924
RSM 260505100200 Conduit, electric metallic tubing (EMT), 1/2" to 1" diameter, electrical demolition, remove conduit to 15' high, including fittings & hangers		500.00	LF	<b>1,498</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,498</b>	<b>1,852</b>	<b>2,424</b>	<b>2,424</b>
RSM 260505101850 Wire, THW-THWN-THHN, #10, electrical demolition, removed from in place conduit, to 15' high		1,500.00	LF	309	0.21 0	0.00 0	0.00 0	0.21 0	0.25 309	0.33 309	0.33 500
<b>Remove 2-#12 and 1-#12 in 3/4" EMT Mechanical Feeder</b>				2.89 1,200.00	0.00 LF	0.00 0	0.00 0	2.89 0	3.57 3,468	4,287	5,610
RSM 260505101840 Wire, THW-THWN-THHN, #12, electrical demolition, removed from in place conduit, to 15' high		3,600.00	LF	613	0.17 0	0.00 0	0.00 0	0.17 613	0.21 758	0.28 992	0.28 992
RSM 260505100200 Conduit, electric metallic tubing (EMT), 1/2" to 1" diameter, electrical demolition, remove conduit to 15' high, including fittings & hangers		1,200.00	LF	2,854	2.38 0	0.00 0	0.00 0	2.38 2,854	2.94 3,529	3.85 4,618	3.85 4,618
<b>Remove 3-#1 and 1-#8 in 1-1/4" EMT Mechanical Feeder</b>				4.80 100.00	0.00 LF	0.00 0	0.00 0	4.80 0	5.93 480	7.77 593	7.77 593
RSM 260505101860 Wire, THW-THWN-THHN, #8, electrical demolition, removed from in place conduit, to 15' high		100.00	LF	23	0.23 0	0.00 0	0.00 0	0.23 23	0.29 29	0.38 38	0.38 38
RSM 260505100220 Conduit, electric metallic tubing (EMT), 1-1/4" to 1-1/2" diameter, electrical demolition, remove conduit to 15' high, including fittings & hangers		100.00	LF	287	2.87 0	0.00 0	0.00 0	2.87 287	3.55 355	4.65 465	4.65 465
RSM 260505101910 Wire, THW-THWN-THHN, 1/0, electrical demolition, removed from in place conduit, to 15' high		300.00	LF	169	0.56 0	0.00 0	0.00 0	0.56 0	0.70 169	0.91 209	0.91 274
<b>Remove 3-#8 and 1-#10 in 3/4" EMT Mechanical Feeder</b>				3.28 50.00	0.00 LF	0.00 0	0.00 0	3.28 0	4.06 164	5.31 203	5.31 203
RSM 260505100200 Conduit, electric metallic tubing (EMT), 1/2" to 1" diameter, electrical demolition, remove conduit to 15' high, including fittings & hangers		50.00	LF	119	2.38 0	0.00 0	0.00 0	2.38 119	2.94 147	3.85 192	3.85 192
RSM 260505101860 Wire, THW-THWN-THHN, #8, electrical demolition, removed from in place conduit, to 15' high		150.00	LF	35	0.23 0	0.00 0	0.00 0	0.23 35	0.29 43	0.38 56	0.38 56
RSM 260505101850 Wire, THW-THWN-THHN, #10, electrical demolition, removed from in place conduit, to 15' high		50.00	LF	10	0.21 0	0.00 0	0.00 0	0.21 10	0.25 13	0.33 17	0.33 17
<b>Remove Mechanical Connections</b>				<b>1.00</b>	<b>LS</b>	<b>838</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>838</b>	<b>1,035</b>
RSM 260505206500 Equipment connection, to 10 HP, electrical demolition, remove		18.00	EA	733	40.74 0	0.00 0	0.00 0	40.74 733	50.37 907	65.92 1,187	65.92 1,187
RSM 260505206510 Equipment connection, to 15 to 30 HP, electrical demolition, remove		2.00	EA	104	52.06 0	0.00 0	0.00 0	52.06 104	64.37 129	84.23 168	84.23 168
<b>Remove Safety Switch</b>				<b>1.00</b>	<b>LS</b>	<b>2,017</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,017</b>	<b>2,494</b>
USR 260505101167 BG020 Remove Safety Switch, motor rated (Note: Modified description and crew output for mechanical motor rated switches.)		18.00	EA	1,771	98.39 0	0.00 0	0.00 0	98.39 1,771	121.65 1,771	159.19 2,190	159.19 2,865

Cost Estimate											
	Description	Quantity	UOM	DirectLabor	DirectEQ	DirectMatl	DirectSubBid	DirectCost	CostToPrime	ContractCost	ProjectCost
HTW 260505101168 Remove Safety Switch 60 Amps				245.99	0.00	0.00	0.00	245.99	304.13	397.97	397.97
<b>Remove Lighting Control Panel</b>		1.00	EA	246	0	0	0	246	304	398	398
		<b>1.00</b>	<b>LS</b>	<b>1,181</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,181</b>	<b>1,460</b>	<b>1,910</b>	<b>1,910</b>
HTW 260505501254 Remove Master Light Control Panel				1,180.74	0.00	0.00	0.00	1,180.74	1,459.84	1,910.25	1,910.25
<b>Remove Circuit Breakers</b>		1.00	EA	1,181	0	0	0	1,181	1,460	1,910	1,910
		<b>1.00</b>	<b>LS</b>	<b>621</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>621</b>	<b>768</b>	<b>1,004</b>	<b>1,004</b>
RSM 260505353010 Circuit breaker, bolt-on or plug in, 15 A - 50 A, electrical demolition, remove				46.86	0.00	0.00	0.00	46.86	57.93	75.80	75.80
		12.00	EA	562	0	0	0	562	695	910	910
RSM 260505353020 Circuit breaker, bolt-on or plug in, 60 A - 70 A, electrical demolition, remove				58.57	0.00	0.00	0.00	58.57	72.41	94.76	94.76
		1.00	EA	59	0	0	0	59	72	95	95
<b>A011602 Hazardous Selective Building Demolition</b>				0.00	0.00	0.00	25,687.00	25,687.00	31,596.60	41,328.44	41,328.44
<b>A01160204 Interior Construction &amp; Finishes</b>		<b>1.00</b>	<b>EA</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>25,687</b>	<b>25,687</b>	<b>31,597</b>	<b>41,328</b>	<b>41,328</b>
USR Hazardous Materials Remediation Allowance				0.00	0.00	0.00	25,000	25,000	30,910	40,446	40,446
(Note: Allowance at this phase until report and further details are provided.)				0.00	0.00	0.00	25,000	25,000	30,910	40,446	40,446
<b>Electrical</b>		<b>1.00</b>	<b>LS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>687</b>	<b>687</b>	<b>687</b>	<b>882</b>	<b>882</b>
USR Universal Waste 01 Fluorescent Light Bulbs				0.00	0.00	0.00	2.00	2.00	2.00	2.57	2.57
(Note: pricing from quote for similar project.)				0	0	0	92	92	92	118	118
USR Universal Waste 02 Electric Light Ballasts				0.00	0.00	0.00	35.00	35.00	35.00	44.95	44.95
(Note: pricing from quote for similar project.)				0	0	0	595	595	595	764	764
<b>B Support Facilities</b>		<b>1.00</b>	<b>LS</b>	<b>88,116</b>	<b>13,257</b>	<b>67,069</b>	<b>252,804</b>	<b>421,246</b>	<b>476,393</b>	<b>565,386</b>	<b>565,386</b>
<b>B01 Electric Service</b>		<b>1.00</b>	<b>LS</b>	<b>8,358</b>	<b>216</b>	<b>4,149</b>	<b>753</b>	<b>13,475</b>	<b>16,661</b>	<b>21,801</b>	<b>21,801</b>
<b>Site Security Systems</b>		<b>1.00</b>	<b>LS</b>	<b>8,358</b>	<b>216</b>	<b>4,149</b>	<b>753</b>	<b>13,475</b>	<b>16,661</b>	<b>21,801</b>	<b>21,801</b>
<b>Dual Keypad Gate Entry</b>		<b>2.00</b>	<b>EA</b>	<b>1,415.01</b>	<b>0.00</b>	<b>327.30</b>	<b>376.28</b>	<b>2,118.60</b>	<b>2,619.40</b>	<b>3,427.56</b>	<b>3,427.56</b>
		<b>2.00</b>	<b>EA</b>	<b>2,830</b>	<b>0</b>	<b>655</b>	<b>753</b>	<b>4,237</b>	<b>5,239</b>	<b>6,855</b>	<b>6,855</b>
HNC 087413600940 Access Control Equipment, keypad w/ cardreader				590.37	0.00	163.65	0.00	754.02	932.26	1,219.89	1,219.89
(Note: 2 card readers for dual headed pedestal.)				2,361	0	655	0	3,016	3,729	4,880	4,880
USR 262716108820.BG002 Pedestals, 58" dual headed, gooseneck pedestal not including push button enclosure or base				234.28	0.00	0.00	376.28	610.56	754.88	987.79	987.79
(Note: Quote provided by pedestalpro.com. Quote obtained on 8-31-2021.)				469	0	0	753	1,221	1,510	1,976	1,976
<b>Vehicle Detection Loop</b>		<b>3.00</b>	<b>EA</b>	<b>543.13</b>	<b>22.12</b>	<b>191.82</b>	<b>0.00</b>	<b>757.08</b>	<b>936.04</b>	<b>1,224.83</b>	<b>1,224.83</b>
RSM 111233135800 Parking gates, inductive loop				468.55	0.00	182.59	0.00	651.14	805.06	1,053.44	1,053.44
		3.00	EA	1,406	0	548	0	1,953	2,415	3,160	3,160
RSM 031516200186 Sawcut cured concrete, 3/4" wide x 1-1/2" deep, with double saw blades				1.76	0.52	0.22	0.00	2.48	3.07	4.02	4.02
<b>Underground Cable</b>		<b>128.00</b>	<b>LF</b>	<b>224</b>	<b>66</b>	<b>28</b>	<b>0</b>	<b>318</b>	<b>393</b>	<b>514</b>	<b>514</b>
		<b>1.00</b>	<b>LS</b>	<b>2,717</b>	<b>150</b>	<b>2,053</b>	<b>0</b>	<b>4,921</b>	<b>6,084</b>	<b>7,961</b>	<b>7,961</b>
<b>Mototized Gate Cable in 1" PVC</b>		<b>50.00</b>	<b>LF</b>	<b>7.85</b>	<b>0.37</b>	<b>4.62</b>	<b>0.00</b>	<b>12.84</b>	<b>15.87</b>	<b>20.77</b>	<b>20.77</b>
		<b>50.00</b>	<b>LF</b>	<b>393</b>	<b>18</b>	<b>231</b>	<b>0</b>	<b>642</b>	<b>794</b>	<b>1,039</b>	<b>1,039</b>
RSM 337119151030 Electrical Underground Ducts and Manholes, PVC, conduit with coupling, 1" diameter, schedule 40, installed by direct burial in slab or duct bank				3.60	0.00	1.04	0.00	4.65	5.74	7.52	7.52
				180	0	52	0	232	287	376	376
RSM 312316142850 Excavating, chain trencher, utility trench, common earth, 40 H.P., 12" wide, 36" deep, operator riding, includes backfill				1.15	0.37	0.00	0.00	1.52	1.88	2.46	2.46
				58	18	0	0	76	94	123	123
RSM 271513137242 Unshielded twisted pair (UTP) cable, solid, plenum, #24, 4 pair, category 6				1.34	0.00	0.21	0.00	1.55	1.91	2.50	2.50
				67	0	10	0	77	96	125	125
				29.28	0.00	56.13	0.00	85.41	105.60	138.19	138.19

Cost Estimate												
	Description	Quantity	UOM	DirectLabor	DirectEQ	DirectMatl	DirectSubBid	DirectCost	CostToPrime	ContractCost	ProjectCost	
		3.00	EA	88	0	168	0	256	317	415	415	
RSM 271323130350 Fiber optic termination												
<b>Keypad Power Cable in 1" PVC</b>												
2#8 and 1#8 in 1" PVC (Note: 35-40 amp feeder)		70.00	LF	703	26	213	0	942	1,165	1,524	1,524	
RSM 337119151030 Electrical underground ducts and manholes, PVC, conduit with coupling, 1" diameter, schedule 40, installed by direct burial in slab or duct bank, excludes excavation, backfill and cast in place concrete		70.00	LF	252	0	73	0	325	402	526	526	
RSM 260519901300 Wire, copper, stranded, 600 volt, #8, type THWN-THHN, in raceway		210.00	LF	246	0	98	0	344	425	557	557	
RSM 312316142850 Excavating, chain trencher, utility trench, common earth, 40 H.P., 12" wide, 36" deep, operator riding, includes backfill		70.00	LF	81	26	0	0	107	132	173	173	
RSM 260539303530 PVC conduit, schedule 40, sweep, 30" radius, 1" diameter, in concrete slab		2.00	EA	59	0	30	0	89	110	143	143	
RSM 337119179960 Electrical underground ducts and manholes, nylon polyethylene pull rope, 1/4"		70.00	LF	66	0	12	0	78	96	126	126	
<b>Precast Handhole - 2' x 2' x 2.5'</b>												
RSM 260526800100 Grounding rod, copper clad, 10' long, 3/4" diameter		1.00	EA	1,621	105	1,609	0	3,336	4,124.93	5,397.60	5,397.60	
RSM 260526801000 Ground wire, copper wire, bare stranded, 4/0		50.00	LF	213	0	82	0	295	364	476.95	476.95	
RSM 260526802730 Exothermic weld		2.00	EA	164	0	260	0	425	525	687	687	
HNC 337119170500 Hand holes, precast concrete, with concrete cover, 2' x 2' x 2'-6" deep, excludes excavation, backfill and cast in place concrete		1.00	EA	268	0	6	0	274	339	444	444	
<b>Excavation</b> (Note: Assume hole to be 3' x 3'. 9 SF per handhole.)												
RSM 312316160040 Structural excavation for minor structures, bank measure, for spread and mat footings, elevator pits, and small building foundations, common earth, 1 C.Y. bucket, machine excavation, hydraulic backhoe (Note: Assume depth of hole to be 3.5'.)		9.00	SF	945	97.56	1,250.35	0	2,293.27	2,835.37	3,710.16	3,710.16	
HTW 312323160041 Backfill with Crushed Stone (Note: Assume 6" of aggregate base.)		0.17	CY	945	98	1,250	0	2,293	2,835	3,710	3,710	
HNC 312323130040 Backfill, common earth, by hand, no compaction (Note: Assume 25% of fill that was taken out is going to be replaced.)		0.29	LCY	14.27	6.26	0.00	0	20.53	25.38	33.22	33.22	
RSM 312323130600 Backfill and compact, by hand, 6" layers, compaction in layers, vibrating plate, add to above		0.29	ECY	17	7	0	0	24	30	39	39	
<b>Card Reader w/ Key Pad</b> (Note: Pedestrian Gate.)												
RSM 087413500200 Access control, proximity card reader		2.00	EA	2.05	1.84	60.68	0	64.57	79.84	104.47	104.47	
HNC 087413600940 Access Control Equipment, keypad for cardreader		2.00	EA	11	0	0	0	11	14	18	18	

Cost Estimate												
	Description	Quantity	UOM	DirectLabor	DirectEQ	DirectMatl	DirectSubBid	DirectCost	CostToPrime	ContractCost	ProjectCost	
<b>B02 Water, Sewer, and Gas</b>		1.00	LS	0	0	0	187,950	187,950	187,950	187,950	187,950	
<b>Fire Water</b>		1.00	LS	0	0	0	187,950	187,950	187,950	187,950	187,950	
<b>Fire Water Hydrant and Service Lateral</b>		1.00	LS	0	0	0	187,950	187,950	187,950	187,950	187,950	
(Note: Also includes cost of pavement demolition and replacement for installation of service lateral)												
USR 331113254540.CK101 Allowance for fire hydrant and service later, cost for Burbank Department of Water and Power to install and obtain necessary permits												
(Note: Quote provided by Kelley Davis, cost of \$179,000 Added 5% contingency at the request of Jamey Dye)												
<b>B04 Paving, Walks, Curbs, &amp; Gutters</b>		1.00	LS	42,477	10,591	37,447	4,319	94,835	117,252	153,428	153,428	
<b>Concrete Pavement- Assumed 8" PCC, 6" Aggregate</b>		621.00	SF	9,626	225	3,243	2,314	15,408	19,050	24,927	24,927	
(Note: Includes 50 SF of pavement for around gate)												
RSM 312323204710 Cycle hauling(wait, load, travel, unload or dump & return) time per cycle, excavated or borrow, loose cubic yards, 30 min load/wait/unload, 20 C.Y. truck, cycle 30 miles, 50 MPH, excludes loading equipment												
(Note: Added 30% for swell.)												
USR 033113350300.CK101 Structural concrete, ready mix, heavyweight, 4000 psi, includes local aggregate, sand, Portland cement (Type I) and water, delivered, excludes all additives and treatments												
(Note: \$154.25/CY National Ready Mixed Concrete Company 4549 Brazil Street Los Angeles, CA 90039 (818)243-4243 6/24/2022)												
RSM 033113704600 Structural concrete, placing, slab on grade, direct chute, over 6" thick, includes leveling (strike off) & consolidation, excludes material												
RSM 033513300150 Concrete finishing, fresh concrete flatwork, floors, basic finishing for unspecified flatwork, bull float, manual float & broom finish, incl edging and joints, excl placing, striking off & consolidating												
RSM 312216101200 Fine grading, fine grade granular base for sidewalks and bikeways												
HNC 31232327070 Compaction, subgrade, 18" wide, 8" lifts, walk behind, vibrating plate												
RSM 031113653050 C.I.P. concrete forms, slab on grade, edge, wood, 7" to 12" high, 4 use, includes erecting, bracing, stripping and cleaning												
RSM 313219161510 Geosynthetic soil stabilization, geotextile fabric, woven, heavy duty, 600 lb. tensile strength												
RSM 321123230302 Base course drainage layers, aggregate base course for roadways and large paved areas, crushed stone base, compacted, crushed 1-1/2" stone base, to 6" deep												
<b>Asphalt Pavment- 2" Wearing, 2" Binder, 8" Aggregate</b>		38.00	SY	294	292	1,533	0	2,119	2,620	3,428	3,428	
RSM 321216130380 Plant-mix asphalt paving, for highways and large paved areas, wearing course, 2" thick, no hauling included												
RSM 321216130120 Plant-mix asphalt paving, for highways and large paved areas, binder course, 2" thick, no hauling included												
RSM 321216133000 Plant-mix asphalt paving, pre-treatment for paving, prime coat, emulsion, 0.30 gallons per S.Y., 1000 S.Y.												
RSM 321216133100 Plant-mix asphalt paving, pre-treatment for paving, tack coat, emulsion, 0.10 gallons per S.Y., 1000 S.Y.												
RSM 321123230303 Base course drainage layers, aggregate base course for roadways and large paved areas, crushed stone base, compacted, crushed 1-1/2" stone base, to 8" deep												
RSM 312216100200 Fine grading, grade subgrade for base course, roadways												
RSM 312323204710 Cycle hauling(wait, load, travel, unload or dump & return) time per cycle, excavated or borrow, loose cubic yards, 30 min load/wait/unload, 20 C.Y. truck,												

Cost Estimate												
	Description	Quantity	UOM	DirectLabor	DirectEQ	DirectMatl	DirectSubBid	DirectCost	CostToPrime	ContractCost	ProjectCost	
cycle 30 miles, 50 MPH, excludes loading equipment (Note: Added 30% to account for swell.)												
RSM 312323235050 Compaction, riding, vibrating roller, 2 passes, 8" lifts		8.00	ECY	0.29 2	0.25 2	0.00 0	0.00 0	0.53 4	0.66 5	0.86 7	0.86 7	
<b>Equipment Pad</b> (Note: 12" PCC, 6" Aggregate.)		<b>77.00</b>	<b>SF</b>	<b>6.65</b>	<b>0.74</b>	<b>4.55</b>	<b>6.01</b>	<b>17.95</b>	<b>22.19</b>	<b>29.04</b>	<b>29.04</b>	
USR 033113350300.CK101 Structural concrete, ready mix, heavyweight, 4000 psi, includes local aggregate, sand, Portland cement (Type I) and water, delivered, excludes all additives and treatments (Note: \$154.25/CY National Ready Mixed Concrete Company 4549 Brazil Street Los Angeles, CA 90039 (818)243-4243 6/24/2022)		3.00	CY	0.00 0	0.00 0	0.00 0	154.25 463	154.25 463	190.71 572	249.55 749	249.55 749	
RSM 033113704600 Structural concrete, placing, slab on grade, direct chute, over 6" thick, includes leveling (strike off) & consolidation, excludes material		3.00	CY	23.40 70	0.58 2	0.00 0	0.00 0	23.98 72	29.65 89	38.79 116	38.79 116	
RSM 033513300100 Concrete finishing, fresh concrete flatwork, floors, basic finishing for unspecified flatwork, bull float only, excl placing, striking off & consolidating		77.00	SF	0.50 39	0.00 0	0.00 0	0.00 0	0.50 39	0.62 48	0.82 63	0.82 63	
RSM 031113653050 C.I.P. concrete forms, slab on grade, edge, wood, 7" to 12" high, 4 use, includes erecting, bracing, stripping and cleaning		50.00	SFC	6.53 327	0.00 0	1.65 83	0.00 0	8.18 409	10.12 506	13.24 662	13.24 662	
HNC 312323238900 Compaction, with air tamper		3.00	ECY	3.51 11	2.20 7	0.00 0	0.00 0	5.71 17	7.06 21	9.24 28	9.24 28	
RSM 312323201084 Cycle hauling(wait, load, travel, unload or dump & return) time per cycle, excavated or borrow, loose cubic yards, 15 min load/wait/unload, 12 C.Y. truck, cycle 50 miles, 40 MPH, excludes loading equipment (Note: Added 30% to account for swell.)		2.00	LCY	11.73 23	17.86 36	0.00 0	0.00 0	29.58 59	36.58 73	47.86 96	47.86 96	
RSM 321123230302 Base course drainage layers, aggregate base course for roadways and large paved areas, crushed stone base, compacted, crushed 1-1/2" stone base, to 6" deep		9.00	SY	1.12 10	1.43 13	11.16 100	0.00 0	13.70 123	16.94 152	22.17 200	22.17 200	
<b>Pavement Markings</b>		<b>9.00</b>	<b>SY</b>	<b>3.60</b>	<b>0.00</b>	<b>18.60</b>	<b>0.00</b>	<b>22.20</b>	<b>27.44</b>	<b>35.91</b>	<b>35.91</b>	
RSM 321313230540 Concrete paving surface treatment, reinforcing steel for rigid paving, 18 lbs/SY		1.00	LS	32 3,561	0 2,877	167 10,120	0 0	200 16,558	247 20,472	323 20,472	323 20,472	
<b>Gore Lines</b>		<b>2,680.00</b>	<b>SF</b>	<b>1.29</b>	<b>1.06</b>	<b>3.73</b>	<b>0.00</b>	<b>6.07</b>	<b>7.51</b>	<b>9.83</b>	<b>9.83</b>	
RSM 321723130770 Painted pavement markings, thermoplastic, white or yellow, gore lines		2,680.00	SF	3.444	2,833	10,004	0	16,281	20,129	26,340	26,340	
<b>Fire Lane Marking</b>		<b>611.00</b>	<b>LF</b>	<b>1.29</b>	<b>1.06</b>	<b>3.73</b>	<b>0.00</b>	<b>6.07</b>	<b>7.51</b>	<b>9.83</b>	<b>9.83</b>	
RSM 321723130020 Painted pavement markings, acrylic waterborne, white or yellow, 4" wide, less than 3000 LF		611.00	LF	3.444	2,833	10,004	0	16,281	20,129	26,340	26,340	
<b>Crack Seal</b>		<b>48,697.00</b>	<b>SF</b>	<b>0.19</b>	<b>0.07</b>	<b>0.19</b>	<b>0.00</b>	<b>0.45</b>	<b>0.56</b>	<b>0.73</b>	<b>0.73</b>	
RSM 320117201210 Flexible pavement patches, roadway, prime coat for repair, 25% overspray, groups of patches		48,697.00	SF	48,697.00	26,229	6,990	21,076	0	54,295	67,130	87,841	87,841
<b>Concrete Pavement- Assumed 8" PCC, 6" Aggregate</b>		<b>420.00</b>	<b>SF</b>	<b>0.54</b>	<b>0.14</b>	<b>0.43</b>	<b>0.00</b>	<b>1.11</b>	<b>1.38</b>	<b>1.80</b>	<b>1.80</b>	
RSM 312323204710 Cycle hauling(wait, load, travel, unload or dump & return) time per cycle, excavated or borrow, loose cubic yards, 30 min load/wait/unload, 20 C.Y. truck, cycle 30 miles, 50 MPH, excludes loading equipment (Note: Added 30% for swell.)		10.00	LCY	5.03 50	7.35 73	0.00 0	0.00 0	12.37 124	15.30 153	20.01 200	20.01 200	
USR 033113350300.CK101 Structural concrete, ready mix, heavyweight, 4000 psi, includes local aggregate, sand, Portland cement (Type I) and water, delivered, excludes all additives and treatments		10.00	CY	0.00 0	0.00 0	0.00 0	154.25 1,543	154.25 1,543	190.71 1,907	249.55 2,496	249.55 2,496	

Cost Estimate											
	Description	Quantity	UOM	DirectLabor	DirectEQ	DirectMatl	DirectSubBid	DirectCost	CostToPrime	ContractCost	ProjectCost
(Note: \$154.25/CY National Ready Mixed Concrete Company 4549 Brazil Street Los Angeles, CA 90039 (818)243-4243 6/24/2022)											
RSM 033113704600 Structural concrete, placing, slab on grade, direct chute, over 6" thick, includes leveling (strike off) & consolidation, excludes material		10.00	CY	23.40 234	0.58 6	0.00 0	0.00 0	23.98 240	29.65 296	38.79 388	38.79 388
RSM 033513300150 Concrete finishing, fresh concrete flatwork, floors, basic finishing for unspecified flatwork, bull float, manual float & broom finish, incl edging and joints, excl placing, striking off & consolidating		420.00	SF	1.09 458	0.00 0	0.00 0	0.00 0	1.09 458	1.35 566	1.76 741	1.76 741
RSM 312216101200 Fine grading, fine grade granular base for sidewalks and bikeways		420.00	SF	0.19 81	0.00 1	0.00 0	0.00 0	0.20 82	0.24 102	0.32 133	0.32 133
HNC 31232327070 Compaction, subgrade, 18" wide, 8" lifts, walk behind, vibrating plate		13.00	ECY	3.61 47	0.31 4	0.00 0	0.00 0	3.92 51	4.84 63	6.34 82	6.34 82
RSM 031113653050 C.I.P. concrete forms, slab on grade, edge, wood, 7" to 12" high, 4 use, includes erecting, bracing, stripping and cleaning		200.00	SFC	6.53 1,307	0.00 0	1.65 330	0.00 0	8.18 1,637	10.12 2,024	13.24 2,648	13.24 2,648
RSM 313219161510 Geosynthetic soil stabilization, geotextile fabric, woven, heavy duty, 600 lb. tensile strength		47.00	SY	0.52 24	0.00 0	5.76 271	0.00 0	6.28 295	7.76 365	10.16 477	10.16 477
RSM 321123230302 Base course drainage layers, aggregate base course for roadways and large paved areas, crushed stone base, compacted, crushed 1-1/2" stone base, to 6" deep		47.00	SY	1.12 53	1.43 67	11.16 524	0.00 0	13.70 644	16.94 796	22.17 1,042	22.17 1,042
<b>B06 Site Improvement() and Demolition()</b>		<b>1.00</b>	<b>LS</b>	<b>3,519</b>	<b>1,296</b>	<b>0</b>	<b>644</b>	<b>5,458</b>	<b>6,749</b>	<b>8,831</b>	<b>8,831</b>
<b>Remove Fence</b>				2.50 300.00	0.57 LF	0.00 751	0.00 0	3.08 923	3.80 923	4.98 1,141	4.98 1,141
USR 024113620600.CK101 Selective demolition, chain link fences & gates, fence, 7' high (Note: Adjusted from 5' high to 7' high)		300.00	LF	2.50 751	0.57 172	0.00 0	0.00 0	3.08 923	3.80 1,141	4.98 1,493	4.98 1,493
<b>Concrete Pavement Demolition</b> (Note: Assumed unreinforced and 8" concrete, 6" aggregate)		<b>33.00</b>	<b>SY</b>	<b>40.27</b>	<b>13.73</b>	<b>0.00</b>	<b>7.68</b>	<b>61.67</b>	<b>76.25</b>	<b>99.78</b>	<b>99.78</b>
HNC 312316440225 Excavate and load, bank measure, medium material, 1-1/2 C.Y. bucket, wheeled loader		6.00	BCY	1.96 12	0.96 6	0.00 0	0.00 0	2.92 18	3.61 22	4.72 28	4.72 28
HNC 024113302110 Minor site demolition, concrete, unreinforced, 7" to 24" thick, remove with backhoe, excludes hauling		7.00	CY	170.12 1,191	38.91 272	0.00 0	0.00 0	209.03 1,463	258.44 1,809	338.18 2,367	338.18 2,367
RSM 312323204714 Cycle hauling(wait, load, travel, unload or dump & return) time per cycle, excavated or borrow, loose cubic yards, 30 min load/wait/unload, 20 C.Y. truck, cycle 50 miles, 50 MPH, excludes loading equipment (Note: Added 30% for swell.)		17.00	LCY	7.42 126	10.28 175	0.00 0	0.00 0	17.71 301	21.89 372	28.65 487	28.65 487
USR 024119200200.CK101 Selective demolition, local dump charges (Note: Vulcan Landfill Sun Valley \$19.5/CY 9436 Glenoaks Road Sun Valley, CA (818)-768-4157 10-27-2021)		13.00	CY	0.00 0	0.00 0	0.00 0	19.50 254	19.50 254	24.11 313	31.55 410	31.55 410
<b>Asphalt Demolition</b> (Note: 2" Wearing 2" binder 8" aggregate )		<b>60.00</b>	<b>SY</b>	<b>12.84</b>	<b>8.63</b>	<b>0.00</b>	<b>6.50</b>	<b>27.98</b>	<b>34.59</b>	<b>45.26</b>	<b>45.26</b>
RSM 024113175050 Demolish, remove pavement & curb, remove bituminous pavement, 4" to 6" thick, excludes hauling and disposal fees		60.00	SY	9.13 548	3.90 234	0.00 0	0.00 0	13.03 782	16.11 966	21.08 1,265	21.08 1,265
HNC 312316440120 Excavate and load, bank measure, medium material, 1-1/2 C.Y. bucket, hydraulic excavator		13.00	BCY	2.31 30	1.26 16	0.00 0	0.00 0	3.58 46	4.42 57	5.78 75	5.78 75
RSM 312323204714 Cycle hauling(wait, load, travel, unload or dump & return) time per cycle, excavated or borrow, loose cubic yards, 30 min load/wait/unload, 20 C.Y. truck, cycle 50 miles, 50 MPH, excludes loading equipment (Note: Added 30% to account for swell.)		26.00	LCY	7.42 193	10.28 267	0.00 0	0.00 0	17.71 460	21.89 569	28.65 745	28.65 745
USR 024119200200.CK101 Selective demolition, local dump charges		20.00	CY	0.00 0	0.00 0	0.00 0	19.50 390	19.50 390	24.11 482	31.55 631	31.55 631

## Cost Estimate

	Description	Quantity	UOM	DirectLabor	DirectEQ	DirectMatl	DirectSubBid	DirectCost	CostToPrime	ContractCost	ProjectCost
(Note: Vulcan Landfill Sun Valley \$19.5/CY 9436 Glenoaks Road Sun Valley, CA (818)-768-4157 10-27-2021)											
<b>Gate Demolition</b>		1.00	EA	668.56	152.92	0.00	0.00	821.48	1,015.67	1,329.03	1,329.03
RSM 024113620510 Selective demolition, chain link fences & gates, gates, sliding		24.00	LF	669	153	0	0	34.23	42.32	55.38	55.38
<b>B08 Antiterrorism/Force Protection</b>		1.00	LS	33,762	1,153	25,473	59,138	119,527	147,781	193,376	193,376
<b>Motorized Gate</b>		1.00	EA	28,226.72	0.00	0.00	59,138.44	87,365.16	108,016.89	141,343.29	141,343.29
USR 323119106500.CK102 Decorative metal fences and gates, sliding, wrought iron, gates, 24' wide, includes excavation		1.00	EA	28,227	0	0	59,138	87,365	108,017	141,343	141,343
(Note: Ornamental Square Picket Slide Gate \$45,615/EA \$24,500 for installation \$4,371 for shipping Black Security Products 8/12/2021. ; Material Cost and shipping cost escalated to present via ENR MCI August 2021 (4933) to June 2022 (5836.22). 18.31% . (\$49,986 * 1.1831= \$59,138.44))											
<b>Bollards</b>		4.00	EA	104.55	25.49	811.50	0.00	941.54	1,164.10	1,523.27	1,523.27
USR 321713131300.Ck101 Metal parking bumpers, pipe bollards, concrete filled/painted, 8' L x 4' D hole, 4" diam.		4.00	EA	418	102	3,246	0	3,766	4,656	6,093	6,093
(Note: Adjusted from 6" to 4")											
<b>7' Ornamental Fence</b>		295.00	LF	16.70	3.56	73.12	0.00	93.39	115.46	151.09	151.09
(Note: Perimeter Fence)											
USR 323119105600.CK101 Decorative metal fences and gates, tubular picket, steel, 6' sections, 2" posts, 7' high, includes excavation		295.00	LF	4,927	1,051	21,571	0	27,549	34,062	44,571	44,571
(Note: Adjusted RSM from 6" to 7")											
RSM 323113307925 Chain link fence gates and posts, auger fence post hole, medium soil, 3' deep, by machine, includes excavation		49.00	EA	9.70	2.00	65.60	0.00	77.29	95.56	125.05	125.05
(Note: Assume 10' O.C., 19 posts)											
HNC 323126107000 Fence post, galvanized, in concrete, includes posts, excludes excavation		49.00	EA	2,860	591	19,351	0	22,801	28,191	36,889	36,889
<b>Pedestrian Gate</b>		1.00	EA	15.88	2.82	0.00	0.00	18.70	23.12	30.26	30.26
USR 323119106500.CK101 Decorative metal fences and gates, tubular picket, steel, gates, 7' high, 4' wide, includes excavation		49.00	EA	778	138	0	0	916	1,133	1,483	1,483
(Note: Adjusted from 6' to 7")											
<b>Pedestrian Gate</b>		1.00	EA	26.30	6.58	45.31	0.00	78.19	96.68	126.51	126.51
USR 323119106500.CK101 Decorative metal fences and gates, tubular picket, steel, gates, 7' high, 4' wide, includes excavation		1.00	EA	1,289	323	2,220	0	3,832	4,737	6,199	6,199
(Note: Adjusted from 6' to 7")											
<b>Pedestrian Gate</b>		1.00	EA	190.48	0.00	655.96	0.00	846.44	1,046.52	1,369.41	1,369.41
USR 323119106500.CK101 Decorative metal fences and gates, tubular picket, steel, gates, 7' high, 4' wide, includes excavation		1.00	EA	190	0	656	0	846	1,047	1,369	1,369
(Note: Adjusted from 6' to 7")											

# ENVIRONMENTAL DETERMINATION

Project Name: Burbank FMS Roof Repair, Fire Alarm and Gate Installation

**Project Description:** The CA ARNG proposes to maintain and renovate the Burbank Field Maintenance Shop (FMS). Repairs include repairing the roofing system, installation of fire alarms and entry gate, and improvements to the FMS' entry gate to conform with Department of Defense (DoD) Anti-Terrorism and Force Protection (ATFP) and installation physical security requirements. Roof replacements will consist of insulated and non-insulated Standing Seam Metal Roof (SSMR) systems or steel trusses. The building repairs include all mechanical, electrical, telecommunications, security equipment, prewired workstations, and other components as required. Physical security measures will be incorporated including, maximum feasible standoff distances from roads, parking areas, and bollards. Staging and work on the bollards, gate and appurtenances to occur on previously disturbed grounds. Asbestos and lead testing is scheduled. This Environmental Determination is for the work described herein any material changes must be submitted to Environmental.

Date: 27 FEB 2025

Project specific conditions needed? YES XXX NO \_\_\_\_\_

This project/ training activity has been reviewed in accordance with the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA). Per NEPA, the project qualifies as a Categorical Exclusion (CX). Citation: 32 CFR 651 (g)(1) Routine repair and maintenance of buildings, airfields, grounds, equipment, and other facilities. Per CEQA, the project qualifies for a Categorical Exemption (CE). Citation: 14 CCR 15301, Class 1(d): restoration of deteriorated structures.

A Record of Environmental Consideration is REQUIRED (attached)

A Record of Environmental Consideration is NOT REQUIRED

This determination is **CONDITIONAL**. The following conditions **MUST** be implemented for the project to qualify for a CX. Failure to comply with these conditions will invalidate this environmental review and violate NEPA and CEQA.

## REQUIRED CONDITIONS:

### **Water Quality/Erosion Control/Dust Control**

Dust Control:

Dust will be controlled throughout the construction period by using watering or other approved dust control measures, and by phasing soil disturbances to minimize the area of soil disturbed at any one time. Construction shall not occur in high winds (i.e., winds that render watering or other dust control ineffective).

# ENVIRONMENTAL DETERMINATION

Project Name: Burbank FMS Roof Repair, Fire Alarm and Gate Installation

**Re-vegetation:**

All exposed soil surfaces will be planted and/or covered with mulch, jute mat, or other suitable material to establish vegetation cover as soon as practical after construction. Native plant species will be used for reseeding and re-vegetation (a list of appropriate plants is available from the Environmental Office).

## Hazardous Waste Removal and Disposal

**Asbestos Containing Material Abatement (ACM):**

All project activities involving Asbestos Containing Material (ACM) abatement will be conducted by a certified contractor in compliance with all applicable federal, state, and local regulations.

**Lead-based Paint (LBP) Abatement:**

All project activities involving Lead-based Paint (LBP) abatement will be conducted by a certified contractor in compliance with all applicable federal, state, and local regulations.

**Hazardous Waste:**

All hazardous materials and hazardous wastes shall be handled, stored, and disposed in accordance with the CAARNG Hazardous Materials and Waste Management Plan. At a minimum, containers shall be properly labeled, stored in secondary containment, and segregated according to material compatibility. The Environmental Office must be contacted prior to establishing any new HM/HW storage location.

## Solid Waste

**Report Project Solid Waste:**

In order to meet state and federal requirements (CA AB 75; Executive Order 13514), the proponent and project contractor shall keep record of all project waste generated, by weight, to include total project waste generated and total project waste diverted. If materials are recycled contractor must provide a spreadsheet of the shipments to include the date, weight, type of material, recycling facility name, and cost of the recycling. The proponent shall ensure that copies of all waste and recycling tickets or weights of project waste be reported to the CA ARNG Environmental Directorate solid Waste Program Manager at the conclusion of project activities: email: [brian.a.pierskalla.nfg@army.mil](mailto:brian.a.pierskalla.nfg@army.mil)

Project Proponent (Signature/Date): COLENDICH.MYLES.PRES  
COTT.1178365696

Digitally signed by  
COLENDICH.MYLES.PRESCOTT.1178365696  
Date: 2025.02.27 13:56:17 -08'00'

**MAJ Myles Colendich**  
**Construction Project Officer**  
**Facilities and Engineering**

# ENVIRONMENTAL DETERMINATION

Project Name: Burbank FMS Roof Repair, Fire Alarm and Gate Installation

BRYCESON.DOUGLAS.A.126 Determined by (Signature/  
Date): 0632503 Digitally signed by  
BRYCESON.DOUGLAS.A.1260632503  
Date: 2025.02.27 15:26:18 -08'00'

**DOUGLAS A. BRYCESON**  
**Branch Chief, Environmental Programs**

Enviro Tracking #:	ARNG Record of Environmental Consideration Enter information in the yellow shaded areas.	State ARNG
1. PROJECT NAME: Burbank FMS Roof Repair, Fire Alarm and Gate Installation		
2. PROJECT NUMBER: (MILCON if applicable)	3. DATE PREPARED: 27 FEB 2025	Note: This must be a future date
4. START DATE of PROPOSED ACTION (dd-mmm-yy): 06 MAR 2025		Note: This must be a future date
5. PROGRAMMED FISCAL YEAR: FY25		
6. END DATE (if applicable): 29 DEC 2025		
7. DESCRIPTION AND LOCATION OF THE PROPOSED ACTION: a. Location (Include a detailed map+le` ool`k` ald): CA Army National Guard, Burbank Field Maintenance Shop 3800 VALHALLA DRIVE. BURBANK, CA 91505		
b. Description: The CA ARNG proposes to maintain and renovate the Burbank Field Maintenance Shop (FMS). Repairs include repairing the roofing system, installation of fire alarms and entry gate, and improvements to the FMS' entry gate to conform with Department of Defense (DoD) Anti-Terrorism and Force Protection		
8. CHOOSE ONE OF THE FOLLOWING:		
<input type="checkbox"/> An existing environmental assessment* adequately covers the scope of this project. Attach FNSI if EA was completed by another federal agency (non-ARNG). EA Date (dd-mmm-yy): _____ Lead Agency: _____		
<input type="checkbox"/> An existing environmental impact statement* adequately covers the scope of this project. EIS Date (dd-mmm-yy): _____ Lead Agency: _____		
<input checked="" type="checkbox"/> After reviewing the screening criteria and completing the ARNG environmental checklist, this project qualifies for a Categorical Exclusion Code: G-1: Routine repair and maintenance of buildings, airfields, groun See 32 CFR 651 App. B		
Categorical Exclusion Code: See 32 CFR 651 App. B Categorical Exclusion Code: See 32 CFR 651 App. B		
<input type="checkbox"/> This project is exempt from NEPA requirements under the provisions of: Cite superseding law: _____		
*Copies of the referenced EA or EIS can be found in the ARNG Environmental Office within each state.		
9. REMARKS: The Army is aware of the November 12, 2024 decision in Marin Audubon Society v. Federal Aviation Administration, No. 23-1067 (D.C. Cir. Nov. 12, 2024). To the extent that a court may conclude that the Council on Environmental Quality (CEQ) regulations implementing NEPA are not judicially enforceable or binding on this agency action, the Army has nonetheless elected to follow those regulations at 40		
COLENDICH.MYLES.PRESCOTT.1178365696 <small>Digitally signed by COLENDICH.MYLES.PRESCOTT.1178365696 Date: 2025.02.27 13:59:47 -0800'</small>		BRYCESON.DOUGLAS.A.126063250 <small>Digitally signed by BRYCESON.DOUGLAS.A.126063250 Date: 2025.02.27 15:25:51 -0800'</small>
Signature of Proponent (Requester)		Environmental Program Manager
<b>MAJ Myles P. Colendich</b>		<b>Douglas A. Bryceson</b>
Printed Name of Proponent (Requester)		Printed Name of Env. Program Manager
<hr/> Date Signed		<hr/> Date Signed
Proponent Information:		
10. Proponent:		
11. Address:		
12. POC:		
13. Comm. Voice:		
14. Proponent POC e-mail:		

**Notice of Exemption****Appendix E**

**To:** Office of Planning and Research  
P.O. Box 3044, Room 113  
Sacramento, CA 95812-3044

County Clerk

County of: Los Angeles

**From:** (Public Agency): CA Army National Guard

10601 Bear Hollow Drive, #17

Rancho Cordova, CA 95670

(Address)

Project Title: Burbank Field Maintenance Shop, Repair, Replace and Install

Project Applicant: California Army National Guard

Project Location - Specific:

3800 Valhalla Dr, Burbank, CA 91505

Project Location - City: Burbank

Project Location - County: Los Angeles

## Description of Nature, Purpose and Beneficiaries of Project:

The CA ARNG proposes to repair the roofing system, replace/install fire alarms systems and improve the entry gate to conform with Department of Defense Anti-Terrorism and Force Protection and installation physical security requirements. Roof replacements will consist of insulated and non-insulated standing seam metal roof systems or steel trusses. The building repairs include all mechanical, electrical, telecommunications, security equipment, wired workstations, and other components as required. Staging and work on the bollards, gate and appurtenances to occur on previously disturbed grounds. If Asbestos or lead is to be removed, it will be disposed per statute or regulations.

Name of Public Agency Approving Project: California Military Department

Name of Person or Agency Carrying Out Project: California Military Department

## Exempt Status: (check one):

Ministerial (Sec. 21080(b)(1); 15268);  
 Declared Emergency (Sec. 21080(b)(3); 15269(a));  
 Emergency Project (Sec. 21080(b)(4); 15269(b)(c));  
 Categorical Exemption. State type and section number: CA Code of Regulations, Title 14, Section 15301, Class 1(d): repair of deteriorated structures.  
 Statutory Exemptions. State code number: \_\_\_\_\_

## Reasons why project is exempt:

The project will restore an existing deteriorated roof, replace/install fire alarms systems and improve the entry gate consistent with 14 CCR 15301, Class 1(d).

## Lead Agency

Contact Person: Douglas Bryceson

Area Code/Telephone/Extension: 916.854.1474

## If filed by applicant:

1. Attach certified document of exemption finding.  
 2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature: LAS.A.1260632503 Date: \_\_\_\_\_ Title: Branch Chief, Environmental Programs

▪ Signed by Lead Agency      Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.  
 Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: \_\_\_\_\_

## SECTION 4

### CHECKLIST OF FORMS

CHECKLIST OF FORMS TO BE RETURNED WITH BID PROPOSAL SUBMIT ONE COPY OF THE ORIGINAL PROPOSAL FORM		
FORM	DESCRIPTION	COMPLETED
<b>PROPOSAL FORM</b>	BID PROPOSAL (PAGES 4-1 THROUGH 4-6), SMALL BUSINESS/DVBE PREFERENCE, STATEMENT OF COMPLIANCE (COMPLETED AND SIGNED), BID BOND, SIGNED ADDENDUM (IF APPLICABLE), BIDDER'S REFERENCES	<input type="checkbox"/>
<b>PCC 7106</b>	NONCOLLUSION AFFIDAVIT	<input type="checkbox"/>
<b>STD 811</b>	SMALL BUSINESS PREFERENCE AND CERTIFICATION REQUEST	<input type="checkbox"/>
<b>GSPD-05-105</b>	BIDDER DECLARATION	<input type="checkbox"/>
<b>DGS PD 843</b>	DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS	<input type="checkbox"/>
<b>PCC 10476</b>	DARFUR CONTRACTING ACT	<input type="checkbox"/>
<b>PCC 2202-2208</b>	IRAN CONTRACTING ACT VERIFICATION FORM	<input type="checkbox"/>
<b>CCC 04/2017</b>	CONTRACTOR CERTIFICATION CLAUSES	<input type="checkbox"/>
<b>PCC 2010</b>	CIVIL RIGHTS LAWS CERTIFICATION	<input type="checkbox"/>
<b>NOTE:</b> ALL OF THE ABOVE DOCUMENTS REQUIRED <b>MUST</b> BE SUBMITTED WITH THE BID PROPOSAL. FAILURE TO DO SO WILL DEEM YOUR BID TO BE NON-RESPONSIVE AND BE CAUSE FOR THE REJECTION OF YOUR BID.		
<b>FAILURE TO SIGN THE BID PROPOSAL SHALL RESULT IN THE REJECTION OF YOUR BID</b>		

**PROPOSAL FORM**

TO: CALIFORNIA MILITARY DEPARTMENT (CMD), STATE OF CALIFORNIA

The undersigned hereby proposes to furnish all labor, equipment, materials, permits and fees necessary for the Facility Renovation and Site Improvements – Burbank FMS located at Burbank Field Maintenance Shop (FMS), 3800 Valhalla Drive, Burbank, CA 91505.

All work shall be completed in accordance with the Scope of Work, Specifications, and Plans, and all applicable state codes, federal codes and laws, and the terms and conditions of this contract for the total amount not to exceed:

<b>Description</b>	<b>Grand Total</b>
Labor Costs	\$
Material Costs	\$
Equipment Costs (if applicable) (Including rentals)	\$
Sub-Contractor/Supplier Costs (if applicable) (Total must match from the proposed list of subcontractor/suppliers)	\$
Overhead	\$
Grand Total (Lump Sum)	\$

The foregoing figure includes the cost of bonds, insurance, sales tax, and every other item of expense incident to the contract.

In fairness to all bidders in the competitive process, contractors shall not have the opportunity to adjust their price after proposal submission. Contractors must account for cost fluctuation in the market when bidding.

All questions regarding this IFB MUST be submitted to Sergey Kinchak, at [Sergey.Kinchak@cmd.ca.gov](mailto:Sergey.Kinchak@cmd.ca.gov) no later than 4:00 P.M. on 8/8/2025. Email subject lines must state “RFI FOR EVENT# 36087”. If an addendum is necessary, it will be issued in the event package at [Event Search \(ca.gov\)](#) to the Bid Opening.

The Prime Contractor shall self-perform on the site (trade work) 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.

The prospective contractor's signature affixed here below and dated shall constitute a certification under the penalty of perjury, under the laws of the State of California, that all information provided by the contractor/bidder, is true and correct as written.

<b>STATUS OF FIRM:</b> <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Other _____		<b>NAME &amp; ADDRESS OF COMPANY/FIRM:</b>
<b>DIR NUMBER:</b>	<b>CSLB NUMBER:</b>	<b>TELEPHONE NUMBER:</b>
<input type="checkbox"/> SB <input type="checkbox"/> DVBE  _____	<b>EMAIL ADDRESS:</b>	
<b>NUMBER:</b> PRINTED REPRESENTATIVE'S NAME:	<b>SIGNATURE OF COMPANY REPRESENTATIVE</b>	

**STATUS OF FIRM** must be given, whether an individual, partnership, or corporation. If partnership, list full names of partners, if firm is a corporation, identify the state in which incorporated and provide State of California Corporate Identification Number as issued by the Office of the Secretary of State for California. Firms bidding, as corporations must be registered with and in good standing with the Secretary of State's Office at the time of the bid opening. Proposals must be signed by the bidder or representative of the bidder who has authority to sign contracts binding upon the bidder. Corporate Identification Numbers shall be verified.

**STATEMENT OF COMPLIANCE APPLICABLE TO CONTRACTS OF \$5,000 OR MORE:** The prospective contractor's signature affixed hereto and dated shall constitute a certification under the penalty of perjury under the laws of the State of California that the bidder has, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

The undersigned has checked carefully all the above figures and understands that the State of California will not be responsible for any errors or omissions on the part of the undersigned in preparing this bid.

The prospective contractor's signature affixed here below and dated shall constitute a certification under the penalty of perjury, under the laws of the State of California, that all information provided by the contractor/bidder is true and correct as written.

---

**CONTRACTOR / OFFEROR SIGNATURE**

**DATE**

Failure to sign this proposal form may be cause for the rejection of your firm's bid. Bidder's original signature is required.

Bidders claiming the State of California Small Business Preference must be certified by the Office of Small Business and DVBE Certification prior to bid opening. Without the State Office of Small Business and DVBE Certification's approval, your firm will not be considered a small business and will not be granted the 5% preference.

**Small Business Reference Number:** \_\_\_\_\_

**Disabled Veteran Business Enterprise Participation:** Preference will be granted to bidders properly approved as a "Disabled Veteran's Enterprise Businesses (DVBE)" in accordance with Government Code 14600, 14615, 14838, California Military and Veteran's Code 999 and California Code of Regulations 1896.98 ET SEQ. The rules and regulations of this law, and applications for preference, should be obtained from Department of General Services, Small Business and DVBE Services, telephone number (916) 375-4339. Bidders claiming the State of California DVBE Preference must be certified by the Office of Small Business and DVBE Certification prior to bid opening. Without the State Office of Small Business and DVBE Certification's approval, your firm will not be considered a small business and will not be granted the 5% preference. Bidders certified as a "Disabled Veteran's Business Enterprise" in accordance with Government Code 14600, 14615, 14838, California Military and Veteran's Code 999 and California Code of Regulations 1896.98 et seq. shall be granted a five percent (5%) bid preference when a responsible non-Disabled Veteran's Enterprise Business has submitted the lowest-priced, responsive bid.

**Disabled Veteran's Business Enterprise Reference Number:** \_\_\_\_\_

A certified Small Business (SB) shall receive a 5% preference on a bid proposal when a responsible non-small business has submitted the lowest priced responsive bid. A certified Disabled Veterans Business Enterprise (DVBE) shall receive a 5% preference on a bid proposal when a responsible non-DVBE has submitted the lowest priced responsive bid. A firm that is certified as both a SB and DVBE shall receive a 10% preference on a bid proposal when a responsible non-small business and non-DVBE has submitted the lowest priced responsive bid. If the low bidder is a SB, then a 5% preference will be given to a firm that is certified as both a SB and DVBE. Non-SB bidders claiming SB preference may be granted the 5% preference on a bid proposal when a responsible Non-SB/DVBE has submitted the lowest priced responsive bid (Please see 1-13 for SB preference requirements).

A non-SB/DVBE which qualifies for this preference may not take an award away from a certified SB or DVBE. The value of these SB/DVBE preferences are limited to **\$100,000 when a contract award is based upon award to the lowest compliant bid.**

**PROPOSED LIST OF SUBCONTRACTORS/SUPPLIERS**

Listed hereinafter are the names, addresses, and license numbers of all subcontractors and who will be employed and the segregation of the work which each will perform if the contract is awarded to this firm. In case more than one subcontractor is named for the same segregation, state the portion that each will perform. **Failure to list all required information on the proposal form, the bidder declaration form and the DVBE declaration form may be cause for the rejection of your bid.**

Public Works Reforms SB 854 became law April 1<sup>st</sup>, 2015; therefore, no Prime Contractor or Subcontractor may work on a Public Works Project unless registered with the Department of Industrial Relations (DIR). In accordance with SB 854, all Prime Contractors and Subcontractors MUST furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement). Please refer to the DIR Website at [SB 854 – Important Information for Awarding Bodies \(ca.gov\)](#) for further guidance.

SUBCONTRACTOR/SUPPLIER	TOTAL \$ AMOUNT	% of Bid Price	CSLB#	SB/DVBE#
	\$	%		
	\$	%		
	\$	%		
	\$	%		
	\$	%		

Contractor agrees to pay not less than the minimum rates of pay for laborers, workmen and mechanics employed by him on the work in accordance with the schedule set forth in the specifications herein, and further agrees that each subcontractor engaged by him shall similarly pay not less than said rates of pay to all laborers, workmen and mechanics employed by said subcontractor on the work.

Contractor agrees to recognize the mandatory standards and policies relating to Buy Clean California Act (BCCA) \*\* ([Public Contract Code Sections 3500-3505](#)), and will provide Global Warming Potential (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](#)

Eligible material (check if used)				EPDs submitted		
Structural steel	Rebar	Mineral wool	Flat glass	Program operator	Declaration number	Contractor description of product used

\*\*Awarded Contractor shall comply with the BCCA, by completing this portion of the proposal prior to start of contract.

## **RULES OF BIDDING**

Bid submissions shall be emailed to [PWC@cmd.ca.gov](mailto:PWC@cmd.ca.gov) as one PDF file with the subject title “BID FOR EVENT# 36087 - DO NOT OPEN”. Bids submitted via links to cloud storage services or file-sharing drives will not be accepted.

Bidders are required to submit one original Signed Proposal.

**FAILURE TO SIGN THIS PROPOSAL FORM WILL BE CAUSE FOR THE REJECTION OF YOUR FIRM'S BID. ORIGINAL SIGNATURE REQUIRED.**

### **SPECIAL NOTICE**

Bidders may withdraw bids and replace with new bids prior to bid opening and may submit new bids before the hour. It is the responsibility of the bidder to ensure that their bid arrives at the Purchasing and Contracting Branch at the designated time.

The Military Department reserves the right to reject any and all bids, to waive any informality in any bids received, and accept only those individual items on the bid form which may be in the best interest of the State.

Note the following budget clauses are hereby included by reference as a contract terms:

In accordance with Government Code 927.4 the California Military Department shall make payment on all properly submitted and undisputed invoices within 45 calendar days. All invoices must be sent to the California Military Department Comptroller's office for processing.

This agreement is valid and enforceable only if sufficient funds are made available by the Budget Acts for those state fiscal years as represented under this contract. This contract is further subject to any additional restrictions, limitations, or conditions enacted by the Legislature and contained in the above Budget Bills or any statute enacted by the Legislature which may affect the provisions, terms, or funding of this or any subsidiary contract in any manner.

**BIDDER'S REFERENCES AND CURRENTLY CONTRACTED SITES**

1. List below a total of two (2) references to validate experience for services performed within the last five (5) years to validate experience in performing services which are like the types of services described in this IFB.
2. By submitting this information, the Bidder authorizes the CMD to contact these references and visit sites.

**REFERENCE 1**

Name of Firm	City	State	Zip Code
Street Address			
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
<b>Brief Description of Service Provided</b>			

**REFERENCE 2**

Name of Firm	City	State	Zip Code
Street Address			
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
<b>Brief Description of Service Provided</b>			

**NONCOLLUSION AFFIDAVIT**

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

STATE OF CALIFORNIA )

)

County of \_\_\_\_\_ )

\_\_\_\_\_, after first being by me duly sworn,  
declares that:

He or she is \_\_\_\_\_ of \_\_\_\_\_  
the party making the foregoing bid, that the bid is not made  
in the interest of, or on behalf of, any undisclosed person, partnership, company,  
association, organization, or corporation; that the bid is genuine and not collusive or  
sham; that the bidder has not directly or indirectly induced or solicited any other bidder to  
put a false or sham bid, and has not directly or indirectly colluded, conspired, connived,  
or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain  
from bidding; that the bidder has not in any manner, directly or indirectly, sought by  
agreement, communication, or conference with anyone to fix the bid price of 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, or to secure any advantage against the public body awarding the  
contract of anyone interested in the proposed contract; that all statements contained in bid  
are true; and, further, that 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 thereof, or paid, and will not pay, any fee to any corporation, partnership,  
company, association, organization, bid depository, or to any member or agent thereof to  
effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the  
foregoing is true and correct.

---

Signature of Bidder

**SMALL BUSINESS PREFERENCE AND CERTIFICATION REQUEST****(For Construction Contractors Only)**

STD. 811 (REV. 10/2019)

**READ BEFORE SIGNING**  
**(THIS REQUEST MUST REMAIN WITH THE BID PACKAGE)**

- 1. **PENALTY ASSESSMENT**  
A business will be assessed a penalty and be ineligible to transact any business with the Department for furnishing incorrect information. (Title 2 of the California Code of Regulations)
- 2. **PUBLIC WORKS AGREEMENTS EXCEEDING \$100,000 AND REQUIRING TYPE "A" OR "B" CONTRACTORS LICENSE.**  
On public works agreements where the lowest responsible bid exceeds \$100,000, and the work to be performed requires a type "A" or "B" contractor's license and two or more subcontractors will be used, preferences shall only be granted to those small business bidders who certify, under penalty of perjury, that at least fifty percent (50%) of subcontractors utilized on the job are certified small businesses. In meeting the 50% requirement, bidders may use certified small business and/or small businesses that have applied for certification no later than 5:00 P.M. on the bid opening date and are subsequently granted certification. The 50% small business subcontractor utilization level shall be maintained through the term of the contract.
- 3. **JOINT BIDDERS/COMBINATION BIDDERS**  
Bidders bidding jointly or as a combination of several business organizations are especially cautioned that such bidders must be jointly licensed and approved in the form and style in which the bid is executed.
- 4. **NAME STYLE**  
The Small Business Preference and Certification Request must be signed in the same name style in which the bidder is licensed by the Contractors' State License Board.

BIDDER'S(S') LEGAL NAME STYLE	FEDERAL EMPLOYER IDENTIFICATION NUMBER
	OSDC CERTIFICATION NUMBER

**CERTIFICATION**

- 5. The undersigned hereby requests preference as a "SMALL BUSINESS" and further certifies under perjury, that the firm still meets the requirements of Section 1896(L) Title 2 of the California Code of Regulations. A completed form STD.812 meeting all applicable requirements must be on file in the Office of Small Business and DVBE Certification (OSDC) by 5:00 p.m. of the bid opening date. The form STD. 812 may be obtained from the OSDS Office at 707 Third Street, First Floor, Room 1-400, West Sacramento, CA 95605 or can be downloaded at [www.pd.dgs.ca.gov/smbus/paperapp.htm](http://www.pd.dgs.ca.gov/smbus/paperapp.htm)

BIDDER'S SIGNATURE	DATE SIGNED
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- 6. **BIDDERS RECEIVING BOND ASSISTANCE**  
In the event the bidder has received assistance in obtaining bonding for this project, he/she shall set forth the name and nature of the firm providing such assistance. Should the firm be listed as a subcontractor, bidder shall set forth the percentage of the contract to be performed by the subcontractor.

NAME OF FIRM PROVIDING BONDING ASSISTANCE

NATURE OF FIRM PROVIDING BONDING ASSISTANCE

SUBCONTRACTOR ASSISTANCE

<input type="checkbox"/> YES - Percentage _____	<input type="checkbox"/> NO
---	-----------------------------

## BIDDER DECLARATION

**1. Prime bidder information (Review attached Bidder Declaration Instructions prior to completion of this form):**

a. Identify current California certification(s) (MB, SB, NVSA, DVBE): \_\_\_\_\_ or None  (If "None", go to Item #2)

b. Will subcontractors be used for this contract? Yes  No  (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.

---

c. If you are a California certified DVBE: (1) Are you a broker or agent? Yes  No   
(2) If the contract includes equipment rental, does your company own at least 51% of the equipment provided in this contract (quantity and value)? Yes  No  N/A

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**2. If no subcontractors will be used, skip to certification below. Otherwise, list all subcontractors for this contract. (Attach additional pages if necessary):**

Subcontractor Name, Contact Person, Phone Number & Fax Number	Subcontractor Address & Email Address	CA Certification (MB, SB, NVSA, DVBE or None)	Work performed or goods provided for this contract	Corresponding % of bid price	Good Standing?	51% Rental?
					<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>

**CERTIFICATION: By signing the bid response, I certify under penalty of perjury that the information provided is true and correct.**

## BIDDER DECLARATION Instructions

**All prime bidders (the firm submitting the bid) must complete the Bidder Declaration.**

- 1.a. Identify all current certifications issued by the State of California. If the prime bidder has no California certification(s), check the line labeled "None" and proceed to Item #2. If the prime bidder possesses one or more of the following certifications, enter the applicable certification(s) on the line:
  - Microbusiness (MB)
  - Small Business (SB)
  - Nonprofit Veteran Service Agency (NVSA)
  - Disabled Veteran Business Enterprise (DVBE)
- 1.b. Mark either "Yes" or "No" to identify whether subcontractors will be used for the contract. If the response is "No", proceed to Item #1.c. If "Yes", enter on the line the distinct element of work contained in the contract to be performed or the goods to be provided by the prime bidder. Do not include goods or services to be provided by subcontractors.

Bidders certified as MB, SB, NVSA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999 for DVBEs and Government Code Section 14837(d)(4)(A) for small/microbusinesses.

Bids must propose that certified bidders provide a commercially useful function for the resulting contract or the bid will be deemed non-responsive and rejected by the State. For questions regarding the solicitation, contact the procurement official identified in the solicitation.

**Note: A subcontractor is any person, firm, corporation, or organization contracting to perform part of the prime's contract.**

- 1.c. This item is only to be completed by businesses certified by California as a DVBE.
  - (1) Declare whether the prime bidder is a broker or agent by marking either "Yes" or "No". The Military and Veterans Code Section 999.2 (b) defines "broker" or "agent" as a certified DVBE contractor or subcontractor that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to an awarding department, unless one or more of the disabled veteran owners has at least 51-percent ownership of the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the contract.
  - (2) If bidding rental equipment, mark either "Yes" or "No" to identify if the prime bidder owns at least 51% of the equipment provided (quantity and value). If **not** bidding rental equipment, mark "N/A" for "not applicable."

2. If no subcontractors are proposed, do not complete the table. Read the certification at the bottom of the form and complete "Page \_\_\_\_ of \_\_\_\_" on the form.

If subcontractors will be used, complete the table listing all subcontractors. If necessary, attach additional pages and complete the "Page \_\_\_\_ of \_\_\_\_" accordingly.

### 2. (continued) Column Labels

**Subcontractor Name, Contact Person, Phone Number & Fax Number**—List each element for all subcontractors.

**Subcontractor Address & Email Address**—Enter the address and if available, an Email address.

**CA Certification (MB, SB, NVSA, DVBE or None)**—If the subcontractor possesses a current State of California certification(s), verify on this website ([www.eprocure.pd.dgs.ca.gov](http://www.eprocure.pd.dgs.ca.gov)).

**Work performed or goods provided for this contract**—Identify the distinct element of work contained in the contract to be performed or the goods to be provided by each subcontractor. Certified subcontractors must provide a commercially useful function for the contract. (See paragraph 1.b above for code citations regarding the definition of commercially useful function.) If a certified subcontractor is further subcontracting a greater portion of the work or goods provided for the resulting contract than would be expected by normal industry practices, attach a separate sheet of paper explaining the situation.

**Corresponding % of bid price**—Enter the corresponding percentage of the total bid price for the goods and/or services to be provided by each subcontractor. Do not enter a dollar amount.

**Good Standing?**—Provide a response for each subcontractor listed. Enter either "Yes" or "No" to indicate that the prime bidder has verified that the subcontractor(s) is in good standing for all of the following:

- Possesses valid license(s) for any license(s) or permits required by the solicitation or by law
- If a corporation, the company is qualified to do business in California and designated by the State of California Secretary of State to be in good standing
- Possesses valid State of California certification(s) if claiming MB, SB, NVSA, and/or DVBE status

**51% Rental?**—This pertains to the applicability of rental equipment. Based on the following parameters, enter either "N/A" (not applicable), "Yes" or "No" for each subcontractor listed.

Enter "N/A" if the:

- Subcontractor is NOT a DVBE (regardless of whether or not rental equipment is provided by the subcontractor) or
- Subcontractor is NOT providing rental equipment (regardless of whether or not subcontractor is a DVBE)

Enter "Yes" if the subcontractor is a California certified DVBE providing rental equipment and the subcontractor owns at least 51% of the rental equipment (quantity and value) it will be providing for the contract.

Enter "No" if the subcontractor is a California certified DVBE providing rental equipment but the subcontractor does NOT own at least 51% of the rental equipment (quantity and value) it will be providing.

**Read the certification at the bottom of the page and complete the "Page \_\_\_\_ of \_\_\_\_" accordingly.**

**DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS**

DGS PD 843 (Rev. 9/2019)

Formerly STD. 843

**Instructions:** The disabled veteran (DV) owner(s) and DV manager(s) of the Disabled Veteran Business Enterprise (DVBE) must complete this declaration when a DVBE contractor or subcontractor will provide materials, supplies, services or equipment [Military and Veterans Code Section 999.2]. Violations are misdemeanors and punishable by imprisonment or fine and violators are liable for civil penalties. All signatures are made under penalty of perjury.

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**SECTION 1**

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Name of certified DVBE: \_\_\_\_\_ DVBE Ref. Number: \_\_\_\_\_

Description (materials/supplies/services/equipment proposed): \_\_\_\_\_

Solicitation/Contract Number: \_\_\_\_\_ SCPRS Ref. Number: \_\_\_\_\_  
(FOR STATE USE ONLY)

---

**SECTION 2**

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**APPLIES TO ALL DVBEs. Check only one box in Section 2 and provide original signatures.**

I (we) declare that the DVBE is not a broker or agent, as defined in Military and Veterans Code Section 999.2 (b), of materials, supplies, services or equipment listed above. Also, complete Section 3 below if renting equipment.

Pursuant to Military and Veterans Code Section 999.2 (f), I (we) declare that the DVBE is a broker or agent for the principal(s) listed below or on an attached sheet(s). (*Pursuant to Military and Veterans Code 999.2 (e), State funds expended for equipment rented from equipment brokers pursuant to contracts awarded under this section shall not be credited toward the 3-percent DVBE participation goal.*)

All DV owners and managers of the DVBE (attach additional pages with sufficient signature blocks for each person to sign):

(Printed Name of DV Owner/Manager) \_\_\_\_\_ (Signature of DV Owner/ Manager) \_\_\_\_\_ (Date Signed) \_\_\_\_\_

(Printed Name of DV Owner/Manager) \_\_\_\_\_ (Signature of DV Owner/Manager) \_\_\_\_\_ (Date Signed) \_\_\_\_\_

Firm/Principal for whom the DVBE is acting as a broker or agent: \_\_\_\_\_ (Print or Type Name)  
(If more than one firm, list on extra sheets.)

Firm/Principal Phone: \_\_\_\_\_ Address: \_\_\_\_\_

---

**SECTION 3**

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**APPLIES TO ALL DVBEs THAT RENT EQUIPMENT AND DECLARE THE DVBE IS NOT A BROKER.**

Pursuant to Military and Veterans Code Section 999.2 (c), (d) and (g), I am (we are) the DV(s) with at least 51% ownership of the DVBE, or a DV manager(s) of the DVBE. The DVBE maintains certification requirements in accordance with Military and Veterans Code Section 999 et. seq.

The undersigned owner(s) own(s) at least 51% of the quantity and value of each piece of equipment that will be rented for use in the contract identified above. I (we), the DV owners of the equipment, have submitted to the administering agency my (our) personal federal tax return(s) at time of certification and annually thereafter as defined in *Military and Veterans Code 999.2, subsections (c) and (g). Failure by the disabled veteran equipment owner(s) to submit their personal federal tax return(s) to the administering agency as defined in Military and Veterans Code 999.2, subsections (c) and (g), will result in the DVBE being deemed an equipment broker.*

Disabled Veteran Owner(s) of the DVBE (attach additional pages with signature blocks for each person to sign):

(Printed Name) \_\_\_\_\_ (Signature) \_\_\_\_\_ (Date Signed) \_\_\_\_\_

(Address of Owner) \_\_\_\_\_ (Telephone) \_\_\_\_\_ (Tax Identification Number of Owner) \_\_\_\_\_

Disabled Veteran Manager(s) of the DVBE (attach additional pages with sufficient signature blocks for each person to sign):

(Printed Name of DV Manager) \_\_\_\_\_ (Signature of DV Manager) \_\_\_\_\_ (Date Signed) \_\_\_\_\_

## DARFUR CONTRACTING ACT ATTACHMENT

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.**

## **IRAN CONTRACTING ACT VERIFICATION FORM**

**(Public Contract Code sections 2202-2208)**

Prior to bidding on, submitting a proposal or executing a contract or renewal for a State of California contract for goods or services of \$1,000,000 or more, a vendor must either: a) certify it is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (“DGS”) pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d). The DGS list of entities prohibited from contracting with public entities in California per the Iranian Contracting Act, 2010, can be found at:

[\*\*Department of General Services Procurement Division Iran Contracting Act List\*\*](#)

To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete one of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

### **OPTION #1 - CERTIFICATION**

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>Vendor Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in</i>

**OPTION #2 – EXEMPTION**

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

# Contractor Certification Clauses

CCC 04/2017

## CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
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By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed	Executed in the County of
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## CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

**3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

**4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO**

**REQUIREMENT:** Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

**5. EXPATRIATE CORPORATIONS:** Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

**6. SWEATFREE CODE OF CONDUCT:**

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS**: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. **GENDER IDENTITY**: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

## **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST**: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No 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.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). 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.

2). For the 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 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. **LABOR CODE/WORKERS' COMPENSATION**: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. **AMERICANS WITH DISABILITIES ACT**: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. **CONTRACTOR NAME CHANGE**: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA**:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. **RESOLUTION**: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. **AIR OR WATER POLLUTION VIOLATION**: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. **PAYEE DATA RECORD FORM STD. 204**: This form must be completed by all contractors that are not another state agency or other governmental entity.

## CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract over \$100,000 on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts over \$100,000 executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. EMPLOYER DISCRIMINATORY POLICIES: For contracts over \$100,000 executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

### CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct. <i>Proposer/Bidder Firm Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County and State of</i>