



FORT ORD REUSE AUTHORITY

HAZARDOUS MATERIAL AND BUILDING REMOVAL

SURPLUS II

Phase 1, 2, & 3

Request for Bid Proposals

S201-RFP3

CONSTRUCTION DOCUMENTS

VOLUME 1 of 2

(Bid Forms & Specifications)

Deadline for Submission of Bids:

June 22, 2018 at 3:00 PM

NOTICE TO BIDDERS

**Hazardous Material and Building Removal : Seaside’s Surplus II
 Phases 1, 2, & 3**

Project No. S201

Notice is given that the Fort Ord Reuse Authority (FORA) will receive sealed bid proposals for furnishing all labor, equipment and materials in accordance with the contract documents for the Surplus II Hazardous Material and Building Removal located in the area bordered by Malmady and 7th Avenues and Gigling Road and Col. Durham Road in Seaside California, Project No S201.

FORA will receive sealed bid proposals until **3:00 PM PST, June 22nd, 2018** in accordance with the contract documents, at which time, the proposals will be publicly opened and read. Proposals received after 3:00 PM will not be considered responsive and will be returned to the bidder unopened. Telephone, telefax, and email proposals will not be accepted. Deliver sealed proposals to:

Fort Ord Reuse Authority
 Attention: Peter Said
 920 Second Ave, Suite A
 Marina, CA 93933

This work is described generally as follows:

Phase 1-3 will consist of the Hazardous Material and Building Removal of ten (10) three story, concrete, surplus military structures (nicknamed Rolling pins), one (1) Cafeteria, one (1) Gym with ancillary building, two (2) Armories, and five (5) Administrative buildings located within the area called Surplus II.

All work of this contract shall be performed in accordance with the plans and specifications prepared by:
 Harris and Associates, and
 Vista Environmental

SCHEDULE

Event	Dates
Request for Bid Proposals	6/7/18
Deadline to Submit Requests for Information, Questions, Clarifications	3:00pm PST 06/12/2018
Final RFI Responses (posted to www.fora.org/RFP3)	06/19/2018
Deadline to Submit Bid	3:00pm PST 06/22/2018
Public Bid Opening	3:15pm PST 06/22/2018
FORA Evaluation of Bid Responsiveness/Responsibility	
Estimated Notice of Intent to Award	06/27/2018
Estimated Notice to Proceed	07/13/2018



PUBLIC WORKS

This is a public works program and is subject to prevailing wage rate laws (see Contract General Conditions). All contractors and all tiers of subcontractors bidding on this project shall register to bid public works projects with the Department of Industrial Relations (DIR), and maintain current this registration pursuant to Labor Code Section 1725.5. Please go to <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for more information and to register.

PROTESTS

FORA encourages potential bidders to resolve issues regarding the requirements of the bid prior to bidding.

However, Bid protests shall be in writing and must be received via email by FORA staff before 4:00PM no later than two business days following the bid opening (“Bid Protest Deadline”), and must comply with each and all of the requirements identified in section 5 of the Instructions to Bidders. Protests must be sent by e-mail or delivered in person to Sheri Damon, Risk Manager, sheri@fora.org, 920 Second Ave, Suite A, Marina, CA 93933. FORA will provide a written response following the receipt of the official protest. Such response will be sent by mail or hand delivered to the bidder who submitted the protest. The decision of FORA shall be final.

FORA encourages bidders to maximize the participation of local labor and material suppliers from the Monterey, Santa Cruz and San Benito Counties.

During bidding, all questions related to bidding requirements, the contract conditions and provisions, or the plans and technical specifications must be addressed in writing and forwarded to FORA’s Project Manager, Peter Said **no later than 3:00 PM June 12, 2018.**

Attention: Peter Said
920 Second Ave, Suite A
Marina, CA 93933

E-mail is acceptable if the subject header is as follows:

Subject: SURPLUS II: Abatement Question

Sent to: peter@fora.org



Temporary Right of Entry

(1 required for each person on site during the bid period)

Facilities: __Surplus II Area, Seaside CA 95355, Former Military Barracks
Parcel(s): L32.4.1.2, L32.4.1.1, L19.4, L36.1, L36, L19.2, L7.8, L7.9

Proposed Activities: S201-RFP3 Mandatory Site Walk, sampling, measuring, and photography for estimation purposes.

You agree to the following terms and conditions by executing this Right of Entry:

FORA makes no representation as to the condition of these properties/facilities. You, your organization, its Directors, agents and assigns accept responsibility to inspect the facilities for the proposed activities and agrees to defend, indemnify, and hold FORA and the City of Seaside, their officers, employees, contractors, and agents harmless from and against any and all liability, loss, torts, and expense, including reasonable attorneys' fees, or claims for injury or damages arising from you and/or your organization's activities.

Please indicate your agreement to the terms and conditions of this Right of Entry by signing in the space provided below.

Sincerely,

Stan Cook
Real Property and Facilities Manager

Acceptance by Authorized Representative

Signature _____ Print Name: _____

Print Title and Name of Organization

Date: _____



**Fort Ord Reuse Authority
Hazardous Material And Building Removal
Request for Bid Proposals
S201-RFP3**

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- | | |
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FORT ORD REUSE AUTHORITY

920 2ND Avenue, Suite A, Marina, CA 93933

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VOLUME 1

VOLUME 1 - INSTRUCTIONS TO BIDDERS

SECTION 1: PURPOSE AND GENERAL PROVISIONS

1. *Purpose of Invitation to Bid*

The Fort Ord Reuse Authority (FORA) is seeking bid proposals for the scope of work pertaining to the Abatement and Demolition of FORA's Building Removal obligations. The purpose of this Request for Bid Proposal package is to identify and competitively select the bid that is most cost-effective from among those bids that are responsive to the requirements of the bid proposal and are submitted by responsible bidders. FORA's estimated magnitude for the Hazardous Material and Building Removal work for 19 buildings at the Seaside Surplus II Area (**Attachment 10**) is between \$3.25M and \$3.75M.

2. *History*

FORA was created by State legislation to oversee civilian reuse and redevelopment of the former Army base and remains the Department of Defense ("DoD") recognized local reuse authority for the former Fort Ord. It is FORA's responsibility to complete the planning, financing and implementation of reuse as described in the adopted 1997 Base Reuse Plan ("BRP"). The BRP opened the opportunity for "no cost" transfer of redevelopment land from the Army to the local land use jurisdictions. The contributing consideration facilitating the "no cost" Economic Development Conveyance ("EDC") land transfer was the impact on local jurisdictions to cleanup and remove over 90 years of Army residue, dilapidated buildings, contaminants, and end-of-life cycle utility infrastructure left behind.

The Army left behind approximately 1,600 buildings that offered little or no use to the civilian community, ranging in age from the early 1900's to the late 1980's. These buildings have become dilapidated over time, contain various forms of hazardous materials, and are frequently targeted sites for vandalism and illegal dumping. Some of these buildings are large, multi-story concrete structures in close proximity to occupied military housing, military serving office buildings, civilian schools, college campus buildings, and other various uses. The remaining buildings are not reusable, and it has become cost prohibitive to remodel them given the hazardous materials and engineering challenges.

Throughout 2012, FORA conducted a comprehensive review of the BRP, concluding in a 2012 Base Reuse Plan Reassessment Report which outlined policy options and potential BRP modifications. Blight removal (Building Removal) was identified as an overarching and significant remaining reuse effort in the 2012 Base Reuse Plan Reassessment Report.

3. *Definitions*

Owner of the project described herein is the City of Seaside ("Owner"). Owner's representative for purposes of reviewing and awarding bids, as well as contract administration, shall be Fort Ord Reuse Authority ("FORA"). Construction Manager shall be assigned by FORA.

4. **Proposal Request**

FORA is requesting Bids for the Hazardous Material and Building Removal of 19 buildings at the City of Seaside's Surplus II Area (**Attachment 10**).

5. **Surplus II Area**

The project is located along the northern coastal area of Monterey County, and is approximately 125 miles south of San Francisco and 345 miles north of Los Angeles. The site is located within the jurisdictional boundaries of the City of Seaside. The regional location of the site is illustrated in Volume 2. Herein, the site will be referenced as SURPLUS II or the "Project Site."

6. **General Provisions**

FORA reserves the right to accept or reject any bid at its sole discretion. These bid documents create no contractual relationship between the parties unless and until accepted by FORA.

These instructions are provided to the Bidders so that they may properly respond to the request for Bid. Each Bidder is directed to carefully review these instructions prior to submitting a Bid. Any Bid submitted shall cover all work "reasonably inferable" from the project documents as defined in Section 1.02 of the Construction Agreement (Attachment 3), a sample of which is provided for your review (**Attachment 3**). Each Bidder is directed to carefully review the Construction Agreement. Submittal of bid will be considered evidence that the Construction Agreement was carefully reviewed by the Bidder's authorized representative.

Questions and/or Requests for Information (RFI) regarding the Bid documents shall be directed to FORA. All questions must be in writing and shall be emailed to Peter Said at peter@fora.org. Bidders are not allowed to contact the Owner or the Engineers directly with questions regarding the Bid. Questions must reference the appropriate detail(s) and/or specification section and paragraph. The response for these questions will be distributed to all Bidders via email and/or as an addendum regardless of origination. Any questions submitted after the noted RFI deadline as instructed in the Contractor Bid Scope(s) will not be answered.

Contractors are encouraged to have their Insurance and Surety agents review the respective applicable sections so that Bids are in compliance with the requirements contained within these Instructions.

No changes to these Instructions to Bidders shall be made unless included in an official Addendum to the Instructions to Bidders issued only by FORA, or designee.

END of SECTION 1

SECTION 2: SUBMISSION AND FORM OF BID

1. Responsibility to Review

Bidder is responsible to verify drawings and specifications match to the Drawing and Specifications list. If you find missing drawings or specifications, notify FORA immediately. Failure on the part of the Bidder to review all the documents prior to submitting a Bid shall not alleviate the Bidder from the responsibility of complying with the requirements of these documents and including all costs associated with them in their Bid. *Each Bidder, upon request, will be provided one set of Bid Documents including drawings and specifications which are the Construction Documents. Bidder will be responsible for costs for additional documents.*

2. Questions regarding the solicitation document

If a Contractor submitting a proposal believes that one or more of the solicitation document's requirements is onerous or unfair, the Contractor may submit a written request that the solicitation document be changed. The request must set forth the recommended change and Contractor's reasons for proposing the change. Any such request must be submitted to FORA by the date and time listed in the Notice to Bidders.

3. Required Documents

Each Bid package must be accompanied by the following documents in order to be considered a valid Bid by FORA. Incomplete Bids may be rejected.

- **Bid Form** (Attachment 1) Submit with Bid
- **Bid Bond** (Attachment 2) Submit with Bid

Liquidated damages shall be (\$5,000.00 per day) for each calendar day project completion is delayed beyond the time prescribed for the overall project, and/or for each day a schedule update is late.

- **Construction Agreement Acknowledgement, subject to any comments** (Attachment 3) Submit with Bid
- **Certificate of Appropriate License** (Attachment 4) Submit with Bid

Bidder shall complete and submit with this proposal a certificate of appropriate license in conformance with section 6100(b) et seq. of the Public Contract Code. Firm must possess a valid and current California Contractor's "A" license or Class 'B' license with a combination of Specialty Class 'C21' and 'C22' licenses.

- **Overall project schedule** Submit with Bid

The time period for the completion for the overall project shall be based on your proposed schedule from the Notice to Proceed. Submit the time period in calendar days AND a Gantt chart.

- **Summarized Schedule of Project Values** (Attachment 5) Submit with Bid (or 2 business days after bid)

Within two business days of the closing of the bid period, the apparent lowest, responsive, responsible bidder shall completely fill out and submit the summarized schedule of project values. The total of all items listed in the summarized schedule of project values must match the total amount of the base bid indicated on the bid proposal form.

A schedule of values must provide unit pricing for each separate cost element. Unit Prices provided will be the basis for any additive or subtractive Change Orders, if required. The Schedule of values should show all assumptions used in assessing the price of the building (Labor Costs, Materials, Equipment,

Specialty Costs) in respect to the unit pricing. See item 3. Future Change Orders will be compared to the schedule of values.

- **Non-Collusion Affidavit** (Attachment 6) Submit with Bid

Bidder shall execute and submit with this bid proposal form the non-collusion affidavit.

- **List of Proposed Subcontractors** (Attachment 7) Submit with Bid

Bidder shall complete and submit with this bid proposal form the list of proposed subcontractors.

Within 2 business days of the closing of the bid period, the apparent lowest responsible bidder shall completely fill out and submit a list of subcontractors - additional information on the form included in this bid package. Should this form not be submitted within the allowed timeframe after bid opening, the bid may be rejected on the basis of failure to comply with bid instructions.

The DIR Registration Number for each sub-contractor shall be included in the list.

- **Hauling Schedule** (Attachment 8) Submit with Bid (or 2 business days after the bid opening)

Within 2 business days of the closing of the bid period, the apparent lowest responsible bidder shall completely fill out and submit a hauling schedule on the form included in this bid package. Should this form not be submitted within the allowed timeframe after bid opening, the bid may be rejected on the basis of failure to comply with bid instructions.

- **Waste Disposal Sites** (Attachment 9) Submit with Bid (or 2 business days after the bid opening)

Within 2 business days of the closing of the bid period, the apparent lowest responsible bidder shall completely fill out and submit a waste disposal site approval on the form included in this bid package. Should this form not be submitted within the allowed timeframe after bid opening, the bid may be rejected on the basis of failure to comply with bid instructions.

- **Reference Letters** (6 pages max) Submit with Bid

Provide three (3) written references from the Point Of Contact (POC) of projects completed by the firm in the last seven (7) years, describing the project team, the past project, the firm's past project performance. The referenced project must be of similar size and scope to FORA's Building Removal Obligations. References and projects will be verified.

4. **Bid Requirements**

Base Bids are **lump sum for all 19 buildings**. FORA may elect to accept or reject lump sum and unit cost alternates, as applicable. Base Bid will include all costs as applicable for engineering, labor, material, delivery, freight, transportation, layout, supervision, accounting, utilities, tools, equipment, hoisting, uncrating, setting, installation, parking, storage, insurance, taxes, detailing, shop drawings, disposal site waste profiles, additional materials sampling and testing, submittals, samples, mock-ups, overhead, profit and other costs necessary to complete the work, in accordance with the Contract Documents.

Contractor must submit a **Bid Schedule of Values**. The Schedule of Values will be finalized five (5) days after contract execution. Unit rates shall be shown in the Bid Schedule of Values and at FORA's option may be used in deductive or additive change orders. All items in the Schedule of Values must be priced for the Base Bid and any Alternate Bids with unit rates shown where applicable. Failure to do so may cause the incomplete Bid to be rejected.

Bid Bond is required. See **Attachment 1** for the Bid Bond Form. Bids may be disqualified if the Bid Bond is not attached.

The Bid Form may not be modified. Bid Forms that are modified may be deemed nonresponsive and may be rejected. Attachments to the Bid Forms are also not allowed.

5. Bid Bond Requirements

Bidder shall enclose, with this bid proposal form, Bidder's security in the amount equal to at least 10 percent of the amount of the bid, including all additive alternates and allowances in the form of either: 1) a cashier's check or a certified check made payable to FORA; 2) a Bidder's bond executed on the form included in the bid package by a corporation authorized as an admitted surety to issue surety bonds in the State of California. If the Bidder is awarded the contract and then fails to execute the contract, the Bidder's security shall be forfeited to FORA.

100% Performance and Payment Bonds are required on forms and from a surety acceptable to. Upon request, Bidders will be required to provide evidence of their ability to provide said bonds within 2 business days.

6. Bid Submittal Requirements

By submitting a Bid, the Bidder acknowledges it has thoroughly reviewed and evaluated all the documents and that its Bid accurately reflects what is required to complete the Bidder's portion of the work. The Bidder shall not be allowed any additional compensation for any conditions or issues that are known or should have been known to the Bidder prior to submitting a Bid.

By submitting the Bid, Bidder acknowledges that it understands the time frames and flow of the work and can complete all work by the scheduled Date for Substantial Completion as defined in **Article 4** of the Construction Agreement (including meeting interim milestones), for the Bid amount submitted.

If a discrepancy is found prior to the submittal, the Bidder shall notify FORA and an addendum may be issued addressing the discrepancy. No additional costs shall be allowed after the submittal date, if the issue was not brought to the attention of FORA prior to the submittal date.

All Bids, once submitted, shall remain valid and binding for ninety (90) days. FORA has, at any time during that ninety (90) day period, the right to accept the Bid without any changes in either price or time.

A duly authorized agent of the company submitting the Bid shall sign all Bids.

Each Bidders, on its signed Bid Form, shall acknowledge receipt of all Addenda.

Telephone/fax/email Bids will **not** be accepted.

Each bid must be submitted in a sealed envelope, addressed to FORA, attention: Peter Said. Each sealed envelope containing a bid must be plainly marked on the outside as bid for Surplus II - Hazardous Material Removal S201 -ITB1 and the envelope shall bear on the outside the name of the bidder, its address and its Contractor's license number. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to FORA, attention: Peter Said, Fort Ord Reuse Authority, 920 2nd Avenue, Suite A, Marina, California 93933.

The bid must be submitted on the bid proposal form. All blank spaces must be filled in, in ink or typewritten, and the bid form must be fully completed and executed when submitted. Sealed bid proposals must be received before **3:00 p.m. on June 21, 2018** in accordance with the Contract Documents, at which time, the proposals will be publicly opened and read at the FORA offices. Only bids from contractors with a current California State License Board Issued, C21 License, and a current California Department of Industrial Relations, public works registration number will be valid.

7. Bid Opening

Bid opening will be public and subject to subsequent review of the successful Bidder's Bid package and interview of key personnel prior to contract award.

8. Rejection of irregular proposals

This bid is subject to the provisions contained in the contract general conditions (note especially article 2.00 et seq. regarding instructions to bidders), and each bidder agrees that failure to comply with conditions thereof shall be basis for rejection of its bid. A conditional or qualified bid will not be accepted.

Proposals become the property of FORA and information contained therein shall become public. FORA reserve the right to make use of any information or ideas contained in the proposal.

9. Evaluation of Bid Proposal

Following the Bid Opening FORA will evaluate the Bid Packages. FORA reserves the right to reject any and/or all Bid Proposals, including without limitation, the right to reject any and/or all nonconforming, nonresponsive, unbalanced or conditional Bids. FORA also reserves the right to reject the Bid of any Bidder, if FORA believes that it would not be in the best interest of the Project to make an award to that Contractor, whether because the Bid is not responsive, or the Bidder is unqualified or of doubtful financial ability or has failed to meet any other pertinent standard or criteria established by FORA.

FORA may conduct such investigations as it deems necessary to assist in the evaluation of the Required Documents, or any Bid, and to establish the responsibility and financial ability of Bidders, proposed subcontractors, suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to FORA's satisfaction within the prescribed time. Investigations shall be at the expense of FORA. By submitting a proposal, the submitter is giving written permission for FORA to conduct the investigation and shall hold the Owner, FORA and Agents harmless of investigation impacts.

1. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures, or words and numerals, will be resolved in favor of the words.
2. If the contract is awarded, it will be awarded based on the bid that is most cost-effective (as determined by FORA's analysis of overall cost) from among those bids that are responsive to the requirements of the bid proposal and are submitted by responsible bidders, each as determined by FORA.
3. FORA may reject the Bid of the apparent low Bidder on any failure to timely and properly submit required forms, bonds, insurance certificates, Bid documents or any other documents required herein.



4. Quantities shown in the hazmat survey, Bid summary and schedule of values are for reference only. Bidders shall perform their own quantity take-off and Bid accordingly.

END of SECTION 2

SECTION 3: EVALUATION OF BID PROPOSAL

1. Cost will be a scored in direct relation to the variance from the lowest fee based on the average fee.

This will be performed by:

1. Calculate the Variation from the Lowest Cost by subtracting the lowest cost from your cost.
2. Calculate the Percent Variation by dividing the Variation by the average of all bid costs.
3. Determine the Cost Points Adjustment, by multiplying the Allowable Points by the Percent Variation.
4. Final Cost Points are calculated by subtracting the Cost Points Adjustment from the Allowable Points.

The lowest cost will receive the maximum score of 200 points.

	Proposed Cost	1. Variation from Lowest Cost= Proposed Cost - Lowest Cost	2. Percent Variation = Variation from Lowest Cost / Average Cost	3. Cost Points Adjustment = Allowable Points x Percent Variation	4. Cost Points = Allowable Points - Cost Points Adjustment
Contractor 1(Lowest)	\$ 1,500	→ 1,500 - 1,500 = 0	→ 0/1,567.7 = 0%	→ 200 * 0 = 0	→ 200-0 = 200
Contractor 2	\$ 1,623	→ 1,623 - 1,500 = 123	→ 123/1,567.7 = 7.8%	→ 200 * 7.8 = 15.7	→ 200-15.7 = 184.3
Contractor 3	\$ 1,580	→ 1,580 - 1,500 = 80	→ 80/1,567.7 = 5.1%	→ 200 * 5.1 = 10.2	→ 200-10.21 = 189.8
Total	=1,500+1,623+1,580 = 4,703				
Average Cost	=4,703/3 = 1,567.7				

2. Schedule will be a scored in relation to the variance from the shortest schedule based on the average.

This will be performed by:

1. Calculate the Variation from the Shortest Schedule by subtracting your schedule from the shortest.
2. Calculate the Percent Variation by dividing the Variation by the average of all bid schedules.
3. Determine the Cost Points Adjustment, by multiplying the Allowable Points by the Percent Variation.
4. Final Cost Points is calculated by subtracting the Schedule Points Adjustment from the Allowable Points.

The shortest schedule will receive the maximum score of 100 points.

	Proposed Schedule (Working Days)	1. Variation from Shortest Schedule= Proposed Schedule- Shortest Schedule	2. Percent Variation = Variation from Shortest Schedule / Average Schedule	3. Schedule Points Adjustment = Allowable Points x Percent Variation	4. Schedule Points = Allowable Points - Schedule Points Adjustment
Contractor 1(Lowest)	75	→ 75-75=0	→ 0/82.3=0%	→ 100*0%=0	→ 100-0= 100
Contractor 2	90	→ 90-75=15	→ 15/82.3=18.22%	→ 100*18.22%=18.22	→ 100-18.22= 81.78
Contractor 3	82	→ 82-75=7	→ 7/82.3=8.50%	→ 100*8.5%=8.50	→ 100-8.50= 91.50
Total	=75+90+82=247				
Average Schedule	=247/3=82.3				

Overall Score = Cost + Schedule

Contractor 1 - Example	=200 + 100 = 300
Contractor 2 - Example	=184.31 + 81.78 = 266.09
Contractor 3 - Example	=189.79 + 91.50 = 281.29

3. LOCAL PREFERENCE. (Attachment A, Item 7)

Each Contractor performing construction funded in whole or in part by Authority funds, or funds which, in accordance with a federal grant or otherwise, the Authority expends or administers, and to which the Authority is a signatory to the construction contract, will be eligible for a local preference as provided in the subsection, if such Contractor meets each of the following minimum requirements:

- The Contractor must be licensed by the State of California and be a business, employer, or resident doing business in the Area for the past five years.
- The Contractor must be a business, employer, or resident who has been adversely affected by the closure of the Fort Ord military base.
- Eighty percent (80%) of the work force of the Contractor must be residents of the Area and fifty percent (50%) of the Subcontractors must be residents of the Area.

Each Contractor who is **within five percent** of the lowest responsible bid and who is eligible for a local preference under this subsection will be provided the opportunity **to reduce the Contractor's bid to an amount equal to the amount of the lowest responsible bid**. The opportunity to reduce bid amounts will be provided first to the lowest eligible bidder and, if not accepted by such bidder within five business days of the opening of bids, then to each successive eligible bidder in ascending order of the amount of the bids. In the event an eligible Contractor reduces the bid to the amount of the lowest responsible bid, the eligible Contractor will be deemed to have provided the lowest responsible bid and will be awarded the contract.

4. SMALL BUSINESS (SB)/DISABLED VETERANS BUSINESS ENTERPRISE (DVBE) INCENTIVE

See Attachment A – DVBE Bid Incentive Instructions

See Attachment B – DVBE Bidder Declaration (GSPD-05-15)

See Attachment C – SB Certification (STD.611)

*** END OF SECTION 3 ***

SECTION 4: AWARD OF CONTRACT

The successful Bidder will be notified only after FORA and its consultants have made a thorough review and evaluation of all Bids, and after any interviews that FORA deems necessary or convenient.

After contract award, three sets of conformed contract documents will be issued to the selected Bidder. These sets of documents will include all addenda and RFIs responded to by FORA prior to project Bid.

Bidders are hereby notified that within 10 days after the date contract is awarded successful Bidder shall submit a set of Bid documents detailing the takeoffs, Bid assumptions, sub-contractor quotes, production rates, etc. to FORA for review and record keeping purposes.

Bidder must submit copies of all subcontracts and purchase orders greater than \$50,000 in value to FORA prior to subcontractor or supplier commencement of proposed work.

After contract award, the successful Bidder shall advise FORA of any extensive lead times for specific required material or equipment.

Prior to being granted access to the site, the Bidder and any Subcontractors must provide proof of insurance as required to be maintained by the Contractor and Subcontractors pursuant to the General Terms and Conditions for Construction and a signed contract or letter of intent, listing the Owner, FORA, and its Agent(s) as additionally insured.

*** END OF SECTION 4 ***

SECTION 5: BID PROPOSAL PROTESTS

1. **Bid Protest.** Bid protests shall be in writing, must be received via email by FORA staff before 4:00PM no later than two business days following the bid opening (“Bid Protest Deadline”), and must comply with each and all of the following requirements:
2. **General.** Only a bidder who has actually submitted a Bid Proposal is eligible to submit a bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest. If required by FORA, the protesting bidder must submit a non-refundable fee in the amount specified by FORA (which may include but not be limited to, the hourly cost for General Counsel, Risk Management, and Project Management), based upon FORA’s reasonable costs to administer the bid protest. Any such fee must be submitted to FORA no later than the Bid Protest Deadline, unless otherwise specified. Pursuant to Public Contract Code section 4104, inadvertent omission of a Subcontractor’s DIR registration number on the Subcontractor List form is not grounds for a bid protest, provided it is corrected within two business days.
3. **Protest Contents.** Any Bid Protests must contain a complete statement of the basis for the protest and all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address, email address, and telephone number of the protesting bidder and any person representing the protesting bidder.
4. **Copy to Protested Bidder.** Upon submission of its Bid Protest to Agency, the protesting bidder must also concurrently transmit the protest and all supporting documents to the protested bidder, and to any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest, by email or hand delivery to ensure delivery before the Bid Protest Deadline.
5. **Response to Protest.** The protested bidder may submit a written response to the protest, provided the response is received by the Agency Project Manager before 5:00 p.m., within two business days after the Bid Protest Deadline or after actual receipt of the bid protest, whichever is sooner (the “Response Deadline”). The response must include all supporting documentation. Material submitted after the Response Deadline will not be considered. The response must include the name, address, email address, and telephone number of the person representing the protested bidder if different from the protested bidder.
6. **Copy to Protesting Bidder.** Upon submission of its response to the bid protest to the Agency, the protested bidder must also concurrently transmit by email or hand delivery, by or before the Response Deadline, a copy of its response and all supporting documents to the protesting bidder and to any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.
7. **Exclusive Remedy.** The procedure and time limits set forth in this Section are mandatory and are the bidder’s sole and exclusive remedy in the event of bid protest. A bidder’s failure to comply with these procedures will constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.
8. **Right to Award.** FORA reserves the right, acting in its sole discretion, to reject any bid protest that it determines lacks merit, to award the contract to the bidder it has determined to be a responsible bidder submitting the lowest responsive bid, and to issue a Notice to Proceed with the Work notwithstanding any pending or continuing challenge to its determination.

*** END OF SECTION 5 ***

SECTION 6: CONTRACT DOCUMENTS

The following documents will become Contract Documents to the successful Bidders and are critical to the Bid. Each document should be thoroughly reviewed by the Contractor prior to submitting a Bid.

INVITATION TO BIDDERS

1. Right Of Entry Form

VOLUME 1 OF 2

1. INSTRUCTIONS TO BIDDERS
2. TRADE SCOPE: HAZARDOUS MATERIAL REMOVAL
3. CALIFORNIA STATE PREVAILING WAGE RATES

VOLUME 2 OF 2

1. PROJECT SPECIFICATIONS
2. ENGINEERING DRAWINGS
3. HAZMAT ASSESSMENT REPORTS

ATTACHMENTS

1. BID FORM - SUBMIT WITH BID
2. BIDDERS BOND - SUBMIT WITH BID
3. SAMPLE CONTRACT – SUBMIT CONTRACT ACKNOWLEDGEMENT WITH BID

EXHIBIT A Scope of Work (See Vol. 1, 2. Trade Scope)

EXHIBIT B Hauling Schedule (See Attachment 8)

EXHIBIT C Disposal Site Approval (See Attachment 9)

EXHIBIT D Schedule for Substantial Completion, Date for Final Completion

EXHIBIT E Contractors Project Personnel List

EXHIBIT F1 Department of Transportation: Labor Surcharge & Equipment Rental Rates

EXHIBIT F2 Allowances

EXHIBIT G Sample Conditional Waiver and Release Upon Progress Payment

EXHIBIT H Sample Unconditional Waiver and Release Upon Progress Payment

EXHIBIT I Sample Conditional Waiver and Release Upon Final Payment

EXHIBIT J Sample Unconditional Waiver and Release Upon Final Payment

EXHIBIT K Reserved

EXHIBIT L Insurance Requirements of FORA or its affiliates

4. CERTIFICATE OF APPROPRIATE LICENSE & CALIFORNIA CO. - SUBMIT WITH BID
5. HAZARDOUS MATERIAL REMOVAL SCHEDULE OF PROJECT VALUES - SUBMIT WITH BID
6. NONCOLLUSION DECLARATION - SUBMIT WITH BID
7. LIST OF PROPOSED SUBCONTRACTORS - SUBMIT WITH BID
8. HAULING SCHEDULE - SUBMIT WITH BID
9. DISPOSAL SITE APPROVAL - SUBMIT WITH BID
10. SUPPLUS II BUILDING DOSSIERS

Addenda: Addenda, if any, including answers to pre-Bid RFIs

Online Resources

In carrying out this work, a number of documents from various sources may be reviewed:
(Hyperlinks provided – Hold Ctrl and click on the link)

- [FORA Website](#)
- [Industrial Hygienist – Surplus II Hazardous Material Assessment](#)
- [Monterey Bay Unified Air Pollution Control District](#)
- [Marina Coast Water District](#)
- [City of Seaside](#)
 - [General Plan and Related Documents](#)
 - [Campus Town](#)
 - [Zoning Code](#)
 - [Main Gate Specific Plan](#)
- [Base Reuse Plan](#)

*** END OF SECTION 6 ***

VOLUME 1 –SCOPE OF WORK (CONTRACT AGREEMENT - EXHIBIT A)

1.0 Summary of Work

1.1 SUMMARY:

- A. The Contractor shall provide a cost breakdown for the Work, including by trade, the names of all Subcontractors and, as attachments, a list of all subcontracts that may perform portions of the work. The Cost Breakdown shall consist of the Base Bid Work proposed and any Alternate work proposed.
- B. The Contractor shall remove existing buildings (RP4472, RP4471, RP4469, RP4467, RP4466, AR4458, AD4408, RP4457, RP4456, RP4454, CF4453, RP4452, RP4451, AD4418, G4480, AR4450, AD4550, AD4438, and AD4560), including the hazardous materials, basements and foundation, and above- and below- grade improvements as indicated in the Project drawings.

1.2 GENERAL WORK SCOPE:

- A. Contractor shall submit a baseline critical path schedule and construction sequence with the submitted Bid.
- B. Contractor shall coordinate the construction sequence with any and all contractors working on the project. Contractor shall ensure attendance of all required personnel at daily coordination meetings.
- C. Prior to issuance of a Notice to Proceed, the Contractor shall designate, a Superintendent who shall have complete authority to present and act for Contractor.
 - 1. This Superintendent shall be acceptable to FORA.
 - a. If such approval shall be withdrawn by FORA, Contractor shall, as soon as is practicable after having received written notice of such withdrawal, remove the Superintendent from the Project and shall not thereafter employ that person as Contractor's Superintendent on the Project.
 - b. Contractor shall replace said Superintendent with another representative acceptable to FORA as specified above.
 - 2. Said Superintendent shall be present at the site of the Work at all times while Work is actually in progress on the Contract; and during periods when Work is suspended, arrangements acceptable to FORA shall be made for any emergency work which may be required.
- D. Prior to issuance of a Notice to Proceed, the Contractor shall designate, a “Project Safety Representative” who shall be responsible for implementation of Contractor’s safety program and inspecting the conditions of the Project Site, and any other areas affected by Contractor’s operations, on a frequent and regular basis as necessary to insure compliance

with all applicable safety standards, orders, and the requirements of the Contract Documents.

- E. Contractor shall verify existing conditions before commencing work.
 - 1. Determine dimensions where necessary.
 - 2. Immediately notify FORA of any discrepancies and, until they are resolved, do not proceed with affected work.
- F. The Contractor shall provide six foot minimum (6') temporary chain-link fencing with 'green screens' and locking gates around the project site, and/or the active work areas, and lay down yards.
- G. The Contractor shall pre-clean each building prior to abatement. All debris shall be hauled off and legally disposed of. All non-hazardous material removed shall become property of the Contractor
- H. The Contractor shall remove hazardous materials from the buildings identified in the project drawings per the project specifications.
- I. Contractor shall haul off and legally dispose of all hazardous materials identified in the drawings and specifications, per the specifications.
- J. Contractor shall establish, maintain, and ensure, for the duration of the work, a safe work site, personnel safety, general safety, temporary protection, erosion control, dust control, storm water pollution prevention, etc. associated with this scope of work.
 - 1. The Contractor shall prepare a Project Site security, health and safety plan per the contract and project specifications.
 - 2. The Contractor shall provide a pre-task planning report to FORA prior to the start of work.
- K. Contractor shall provide the means to control dust at all times during the course of construction. Contractor shall provide daily street sweeping by a street sweeper.
 - 1. Contractor shall establish means and methods to mitigate dust problems at the site as required.
 - 2. Contractor shall obtain and use a temporary construction hydrant water meter to track usage. Contractor shall be responsible for the cost of the meter and water usage.
- L. Contractor shall notify any and all private and public agencies (OSHA, MBUAPCD, FORA, City of Seaside, CSUMB, MPC, Monterey College of Law, DoD, Presidio Police, BRAC, National Guard, Presidio Department of Public Works, et al) prior to commencing abatement work.
- M. Contractor shall provide portable toilets for their own work force including weekly cleaning, at a minimum.

1.3 HAZARDOUS MATERIAL AND BUILDING REMOVAL:

- A. The Contractor shall retain the services of Certified Industrial Hygienist who shall be available to provide, identify, evaluate and control potential health and safety hazards associated with the presence of Hazardous materials present on the jobsite.
- B. The Contractor shall remove existing buildings (RP4472, RP4471, RP4469, RP4467, RP4466, AR4458, AD4408, RP4457, RP4456, RP4454, CF4453, RP4452, RP4451, AD4418, G4480, AR4450, AD4550, AD4438, and AD4560), including the hazardous materials, basements and foundation, and above- and below- grade improvements as indicated in the Project drawings and per the specifications (Volume 2 Division 1 & 2).
 - 1. Hazardous Material removal to be performed per Project Specifications an in accordance with the applicable laws.
 - 2. Building removal material may be crushed and recycled as backfill. For gradation requirements, refer to Section 31 20 00 Site Restoration.
 - 3. Building concrete over 6 inches in diameter shall be removed from the site.
 - 4. FORA and Seaside will inspect and approve the building removal before backfill and before final payment is made.
- C. The Contractor shall Video Document Existing Site Conditions and existing adjacent roadways. Prior to contractor beginning work, contractor shall submit to FORA and FORA's Representative, photographs or video file showing existing conditions of adjoining construction and site improvements, including finish surfaces, that might be misconstrued as damage caused by building removal operations.
- D. Internal site sidewalks and isolated concrete pads shall be removed or may be crushed and recycled as backfill.
 - 1. Remove slabs, paving, curbs, and gutters, within the Project Limits and as indicated in the Project drawings, by saw cutting to full depth or remove to joint.
- E. Gigling Road, Colonel Durham Road, Malmedy Road, Arnhem Road, Parker Flats Cut-Off, 6th Avenue, and 7th Avenue are adjacent to the project site and curb and the gutter, adjacent sidewalks, and driveway aprons shall be protected and preserved, and shall be replaced/repared if damaged during contract work.
 - 1. FORA and Seaside will inspect and approve Road conditions before final payment is made.
 - 2. FORA and Seaside will inspect and approve Driveways and driveway apron conditions before final payment is made.
- F. The Contractor shall smooth site grades to prevent erosion or ponding.

- G. The Contractor shall provide a Schedule of Building Removal Activities indicating the following:
1. Detailed sequence of removal work, with starting and ending dates for each activity.
 2. Proof from Utility providers that utilities have been properly shut-off/disconnected before commencing Building Removal.
 3. Installation of temporary ingress and egress facilities.
- H. The Contractor shall legally dispose of or recycle surplus building removal materials, and waste materials.
1. The Contractor shall submit to the FORA's Representative a copy of waste manifests showing acceptance of waste generated by contractor or its subcontractors.
 2. The Contractor shall submit a list of items that have been removed, and recycled/salvaged including known or estimated item weighs with percent recycled/salvaged.
 3. The contractor shall comply with governing EPA and MBUAPCD notification regulations before beginning removal of buildings and surrounding areas.
 4. The contractor shall comply with hauling and disposal regulations of authorities having jurisdiction.
 5. Upon satisfactory completion of work, the entire project site shall be cleaned up and left with a smooth and neatly graded surface free of construction waste and rubbish of any nature or anything larger than 3 inches by the contractor; excludes hardscape landscaping and trees not designated for removal.
 6. Cleared materials shall become Contractor's property and shall be removed from Project site.
- I. The Contractor shall mark utilities where disconnected both in the field with staking and marking on the adjacent sidewalk, and on record drawings of the site. Seaside requires that the Contractor place a piece of ferrous metal painted blue at the utility disconnection point so that the point can be located with a metal detector in the future.
- J.
- K. The Contractor shall coordinate with utilities for the de-energization and/or disconnect and protection of live utilities.
- L. The Contractor shall obtain permits as indicated in the Instructions to Bidders. Additional permits may be required for the execution of the work and shall be obtained by the Contractor. Owner will reimburse Contractor for permit fees.

- M. The Contractor shall confine operations at the project site to areas permitted by applicable law and/or within 25' of the perimeter of each building to be removed.
- N. The Contractor shall be responsible for, and bear the costs of, all tests, inspections, reports required by FORA, the specifications and/or the Applicable Laws. The Contractor shall make the results of any such tests, inspections, reports to the applicable public agencies.

1.4 RECORD & WORKING DRAWINGS:

- A. The Contractor shall provide working drawings as necessary to adequately coordinate, control and accomplish the work. Working Drawings are not Contract Drawings provided by FORA.
- B. Such Working Drawings shall be submitted for review and approval of FORA.
 - 1. Working drawings shall be subject to approval insofar as the details affect the character of the finished work and for compliance with design requirements applicable to the construction when specified or called for, but details of design will be left to the Contractor who shall be responsible for the successful construction of the work.
 - 2. It is expressly understood that approval of the Contractor's working drawings shall not relieve the Contractor of any responsibility under the contract for the successful completion of the work in conformity with the requirements of the plans and specifications.
 - 3. Full compensation for furnishing all working drawings shall be considered as included in the prices paid for the associated work items and no additional compensation will be allowed.
- C. Record Drawings mapping:
 - 1. utility disconnect locations and depth in relation to site monuments, and
 - 2. exposed portions of pipe runs and underground storage tanks locations (if discovered).
 - 3. unresolved evidence of underground hazardous materials discoveries, and
- D. A Redline set shall be kept on-site at all times, and updated within 4 hours of new discoveries, to be made available to FORA and FORA's representative at all times.

1.5 TREE REMOVAL AND PROTECTION

- A. Trees within 25 foot perimeter of a building shall be removed.
- B. Trees marked for removal on the Project Drawings shall be removed.
- C. Tree stumps shall be ground out to a minimum depth of twelve (12) inches below the ground surface or removed and may be disposed of off-site or ground on site.
- D. All labor, supervision, equipment, materials, disposal and supplies necessary for the execution of tree removal shall be provided for by the contractor and included in the building removal cost.

1.6 ENVIRONMENTAL REQUIREMENTS

- A. FORA will provide mitigations for Bird and Bats from February 15 through August 31 by:
 - 1. Hiring a Falconer to use various species to chase away birds and bats
 - 2. Hiring a biologist to identify building mitigations prior to the start of work on a building.
- B. Requirements for Endangered Species Mitigation
 - 1. The Federal Migratory Bird Treaty Act (16 USC §703-711.), 50 CFR 10, and Fish & Game Code §3503, §3513, and §3800, protect migratory and nongame birds, their occupied nests, and their eggs.
 - 2. The Federal Endangered Species Act of 1973 (16 USC §1531, §1543) and California Endangered Species Act (Fish & Game Code §2050-§2115.5) prohibit the take of listed species and protect occupied and unoccupied nests of threatened and endangered bird species.
 - 3. The Bald and Golden Eagle Protection Act (16 USC §668) prohibits the destruction of bald and golden eagles and their occupied and unoccupied nests.
- C. Requirements for Bird and Bat Considerations
 - 1. This work includes protecting migratory and nongame birds, their occupied nests, and their eggs. Nesting or attempted nesting by migratory and nongame birds is anticipated to occur but is not limited to February 15 through August 31.
 - 2. When migratory or nongame bird nests are discovered which may be adversely affected by construction activity, or when a bird is found injured or killed as a result of construction activity, immediately stop work within 30 feet of the nest or bird and notify FORA. Work must not resume until FORA provides written notification that work may resume at that location. When ordered by the FORA, use exclusion devices, nesting prevention measures or remove and dispose of partially constructed and unoccupied nests of migratory or nongame birds on a regular basis to prevent their occupation. Nest removal activities must not result in depositing into or allowing materials to enter waters of this state.

1.7 PROTECTION OF EXISTING TO REMAIN:

- A. The Contractor shall repair any damages of Existing to Remain.
- B. If features are not fully shown, called for, or designated as 'Existing to Remain' on the Drawings, their construction, or repair, shall be of the same quality and level of performance as the conditions and systems that are shown or called for in the working drawings or as approved by FORA.
- C. Compensation of repair work shall be considered as included in the prices paid for the work items in the schedule of values and no additional compensation will be allowed therefore.

1.8 DIFFERING SITE CONDITIONS WORK SCOPE:

- A. The Contractor shall immediately notify FORA in writing if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the

Contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the Work included under the Contract, are encountered at the site. FORA will investigate and determine whether or not a Change Order is warranted. FORA will notify the Contractor.

- B. The Contractor shall not perform work on subsurface or latent physical conditions without a FORA approved Change Order modifying the contract.
 - 1. No Contract adjustment, which results in a benefit to the Contractor, will be allowed unless the Contractor has provided the required written notice.
 - 2. No Contract adjustment will be allowed under the provisions of this Section for any effects caused on unchanged work.
 - 3. Contract adjustment warranted due to differing site conditions will be made in accordance with the Contract Agreement General Provisions.

1.9 ADMINISTRATIVE:

- A. The Contractor shall provide daily reports to the construction manager, and weekly reports to FORA per the contract documents.
- B. The Contractor shall account for 1 week down time between the start of each new building per the contract documents.
- C. The Contractor shall submit a notarized application for payment monthly per the contract, and include certified payroll, daily construction reports, safety meeting minutes, itemized disbursements made to subcontractors, in the form of AIA document G702 & G703 or equal, per the contract documents.

1.10 MISCELLANEOUS

- A. Contractor shall notify FORA and its Representatives one week in advance if overtime or night work is deemed necessary; FORA will review and approve overtime and night work requests to determine if they are necessary. Noise permits will need to be obtained by the contractor for any night work necessary.
- B. Contractor shall receive, unload, hoist, store, and secure all materials and equipment required to complete the work under the contract. FORA will provide a lay-down yard for equipment and materials adjacent to the buildings to be demolished.



PREVAILING WAGE RATES

SURPLUS II BUILDING REMOVAL

Project Number: S201-ITB1

FORT ORD REUSE AUTHORITY

This project is a public works project and is subject to prevailing wage rate laws (see Contract General Conditions, Article 2, Section 2.15 B).

Pursuant to Labor Code sections 1770 et seq., the Fort Ord Reuse Authority (FORA) has obtained from the Department of Industrial Relations determinations of the prevailing wage rates and the prevailing wage rates for holiday and overtime work in the locality in which the Work is to be performed. Copies of these prevailing wage rates (determination 2017-2) are on file and available to any interested party upon request at FORA's principal office and on the following Department of Industrial Relations website:

<http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>

Prevailing wage determinations with a single asterisk (*) after the expiration date remain in effect for the life of the project. Prevailing wage determinations with double asterisks (**) after the expiration date indicate that the basic hourly wage rate, overtime and holiday pay rates, and employer payments to be paid for work performed after this date have been predetermined. If work is to extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. The Contractor should contact the Prevailing Wage Unit, DLSR, to obtain predetermined wage changes. All determinations that do not have double asterisks (**) after the expiration date remain in effect for the life of the project.

If it becomes necessary to employ crafts, classifications or types of workers other than those listed, the Contractor shall immediately notify the FORA Representative who will then inform the Contractor of the prevailing rate which shall be applicable as a minimum from the time of initial employment.

These rates are the minimum that may be paid by the Contractor. Nothing contained in the contract documents shall be construed as preventing the Contractor from paying more than the minimum rate.

Contractor shall post a schedule showing all applicable prevailing wage rates at appropriate and conspicuous locations on the Project site in accordance with Labor Code section 1773.2.

End of Page