



FORT ORD REUSE AUTHORITY

SURPLUS II HAZARDOUS MATERIAL REMOVAL

Phase 1, 2, 3

INVITATION TO BID

S201-ITB1

CONSTRUCTION DOCUMENTS

VOLUME 1 of 2

(Bid Forms & Specifications)

Deadline for Submission of Bids:

January 30, 2018 at 3:00 PM



**Fort Ord Reuse Authority
Surplus II Hazardous Material Removal**

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NOTICE TO CONTRACTORS

**Seaside’s Surplus II
Hazardous Material Removal**

Project No. S201-ITB1

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 Removal located in the area bordered by Malmady and 7th Avenues and Gigling Road and Col. Durham Road in Seaside California, Project No S201-ITB1.

Sealed bid proposals must be received before **3:00 PM PST, January 29th, 2018** in accordance with the contract documents, at which time, the proposals will be publicly opened and read. Sealed proposals shall be delivered to:

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

In general, work will consist of the abatement 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 two (2) 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:

Fort Ord Reuse Authority, and
Vista Environmental
2984 Teagarden Street
San Leandro, CA 94577

A **Mandatory** walk-through Date: **9:00 am January 4th, 2018**. Meeting site is at the empty parking lot at the corner of Gigling Road and Malmady Road in Seaside, CA 93955. Bring safety equipment & completed Temporary Right of Entry Form.

SCHEDULE

Event	Dates
Invitation to Bid	12/13/2017
Mandatory Site-Walk	01/04/2018
Deadline to Submit Requests for Information	3:00pm PST 01/19/2018
Deadline to Submit Statement of Qualifications	3:00pm PST 01/19/2018
Deadline to Submit Bid	3:00pm PST 01/30/2018
Public Bid Opening	3:15pm PST 01/30/2018
Interview Notification	02/08/2018
Interview Date	02/16-26/2018
Notice of Intent to Award	02/26/2018



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, bidders may file a protest within five (5) calendar days after the Notice of Intent to Award is posted. The bidder shall submit a full and complete written statement detailing the facts in support of the protest. Protests must be sent by certified mail or delivered in person to Sheri Damon, Risk Manager, 920 Second Ave, Suite A, Marina, CA 93933. FORA will provide a written response within ten (10) working days of 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 January 19th, 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-ITB1 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

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

Tel: 831 883 3672 | Fax: 831 883 3675 | www.fora.org

VOLUME 1

VOLUME 1 - INSTRUCTIONS TO BIDDERS

SECTION 1: PURPOSE AND GENERAL PROVISIONS

1. Purpose of Invitation to Bid

The purpose of this Bid package is to identify and competitively select the **most qualified Bidder(s)** to perform the work based on an evaluation of a Statement of Qualifications and the Bids for Surplus II Hazardous Materials Removal. FORA is seeking a bid on the scope of work pertaining to the FORA Building Removal obligation at the City of Seaside's Surplus II area. FORA's estimated magnitude for the Hazardous Material Removal work is between \$1.5M and \$2.25M.

FORA intends to issue two separate and distinct contracts, one for Hazardous Material Removal and one for Building Removal. FORA recognizes synergies and advantages that a single contractor (joint venture, partnership, etc.) able to do both scopes of work may provide to the project; therefore, bidders are welcome to include an alternative bid for the S201-ITB2 Building Removal as a part of the S201-ITB1 bid. **To capture any potential savings, alternatives may propose options which may enable reduction in schedule, cost, or risk that may arise from awarding both scopes of work to a single entity or defined team.**

2. Background

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").

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 of 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 and 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. **Summary of Work**

The FORA is seeking the most qualified Bidder(s) for Hazardous Materials Removal of 20 buildings at the Surplus II area within the Seaside jurisdiction of the former Fort Ord land area in preparation for future building removal by others.

4. **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.”

5. **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 (defined below), 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: STATEMENT OF QUALIFICATIONS

In evaluating Bids, FORA will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award. To evaluate the qualifications of the Bidder, each Bid shall include a Statement of Qualifications in the following format:

1. Qualifications

This section should provide a description of the firm's professional qualifications and licensing/certification of key personnel & sub consultants, specifically provide:

1. The name and title of key staff members to be assigned to manage or otherwise play a major role(s) in this project.
2. Include their resumes and copies of all certifications.
3. Identify key staff member's assigned role and responsibilities.
4. Identify on staff or on-call Certified Industrial Hygienist.
5. Qualifications of any sub-consultants proposed to be used on this project; clearly explain their role and the percentage of involvement (based on total construction cost).
6. Total number of years of experience providing hazardous material abatement / remediation / disposal services and or Building Removal services.
7. List all violations that have been issued in the last ten years, include all the following current information:
 - Project Name
 - Violation, description
 - Date of violation
 - Agency Name, location
 - Agency Contact person, individual with knowledge of the violation
 - Agency phone number
 - Agency e-mail

2. Experience

A minimum of ten (10) years of professional experience, under the same company name and license.

List three (3) successfully completed private owner or public agency projects in California, completed within the last five (5) years, which the contract was a minimum value of \$3,000,000 (\$3M). with at least one (1) being for a public agency and must be over 500,000 SF of affected work area

List two (2) successfully completed Hazardous Material Removal projects in California on a former military base or currently operating military facility, completed within the last five (5) years.

List three (3) projects that were successfully completed within the Monterey Bay Unified Air Pollution Control District, with a contract minimum value of \$1,000,000, completed within the last five (5) years.

Successful experience working within the former Fort Ord and familiarity with former Fort Ord buildings.

3. *References*

This section should provide a description of the firm's past projects, and references to verify the firm's past project performance. All references and projects will be verified, if contact information is not current then provided project will not be evaluated and or used as meeting the minimum experience/qualifications.

Provide four references (4) from previous projects of similar scope and delivery method. Each project described above should provide current information for the following:

Project Name

1. General description of project performed
2. Value of your contract and indicate if you were a subcontractor
3. Start date & completion date
4. Was the contract completed on time? If no, provide explanation
5. Owner/Agency Name, location
6. Owners contact person, individual with knowledge of the project
7. Owners phone number
8. Owners e-mail

FORA may conduct such investigations as it deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications 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 the bid package, the Bidder is giving written permission for FORA to conduct the investigation and shall hold the Owner, FORA and Agents harmless of investigation impacts.

4. *Statement of Local Business and Local Hire percentage*

Provide a statement certifying the Bidder's place of business and the length of time at that location.

Provide a statement certifying the percentage of the total employees assigned to project that live within the tri-county area (Monterey County, Santa Cruz County, San Benito County)

5. *Statement of Qualifications (SOQ) Submittal*

By submitting a SOQ package, the Bidder acknowledges they have thoroughly reviewed and evaluated all the documents and that their SOQ's accurately reflects what is required to complete their portion of the work. The Contractor shall not be allowed any additional compensation for any conditions or issues the Contractor may have informed themselves about prior to submitting the SOQ's.

Each SOQ package must be submitted in a sealed envelope, addressed FORA, attention: Peter Said. Each sealed envelope containing SOQ's must be plainly marked on the outside as bid for Surplus II- Hazardous Material Removal S201 -ITB1 SOQ's and the envelope shall bear on the outside the name of the bidder, his address and his 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 , California 93933.

SOQ proposals must be received before **3:00 p.m. on January 19, 2018** in accordance with the contract documents, at which time, the SOQ's will be opened and read. Only SOQ's from Bidders with a current

California State License Board Issued, C21 License, and a current California Department of Industrial Relations, public works registration number will be considered responsive.

6. Statement of Qualifications (SOQ) Evaluation

Qualifications will be assessed on a go-no-go basis for evidence showing:

- 0 points = Criteria not met
- 1 point = Criteria met

1. Three (3) successfully completed private owner or public agency projects in California, completed within the last five (5) years, which the contract was a minimum value of \$3M.
2. One (1) successfully completed Hazardous Material Removal project for a California public agency with over 500,000 SF of affected work area and minimum contract value of \$3M.
3. Two (2) successfully completed Hazardous Material Removal projects in California on a former military base or currently operating military facility, completed within the last five (5) years.
4. Three (3) projects that were successfully completed within the Monterey Bay Unified Air Pollution Control District, with a contract minimum value of \$1,000,000, completed within the last five (5) years.
5. Successful experience working within the former Fort Ord and with former Fort Ord buildings.
6. Possession of a C21 License AND Department of Industrial Relations Registration
7. Three positive references
8. Previous Experience with Military Concrete Buildings built prior to 1970
9. Business Office based in Monterey, Santa Cruz, San Benito County for two (2) plus years
10. Local Hire Percentage exceeds 30%

Qualifications will be a scored in relation to the variance from the best qualified based on the average.

	points	Variance	Variance/AVG			
Contractor 1	3	7 - 3 = 4	4/5.3 = .75	100*.75	75	100 - 75 = 25
Contractor 2	7	7 - 7 = 0	0/5.3 = 0	100*0	0	100 - 0 = 100
Contractor 3	6	7 - 6 = 1	1/5.3 = .18	100*.18	18	100 - 18 = 82
Subtotal	3+7+6	= 16				
Average	160/3	= 5.3				

END of SECTION 2

SECTION 3: SUBMISSION AND FORM OF BID

1. Mandatory Job-walk

The attendance for the job walk is mandatory. The job-walk may be the only opportunity to walk the interior of the buildings. All Bidders are required to familiarize themselves with the existing site location, roadway and traffic conditions.

2. Responsibility to Review

Bidder is responsible to verify drawings and specifications match to the Drawing and Specifications list, as noted per the Trade Scope Bid Package. 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 is provided one set of Bid Documents including drawings and specifications which are the Construction Documents. Bidder will be responsible for costs for additional documents.*

3. Required Documents

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

- **Statement of Qualifications, as detailed above.**
- **Bid Form** (Attachment 1)
- **Bid Bond** (Attachment 2)
- **Construction Agreement Acknowledgement, subject to any comments** (Attachment 3)
- **Overall project schedule**

The time period for the completion for the overall project shall be based on your proposed schedule from the Notice to Proceed, or sooner.

Liquidated damages shall be (\$1,500.00 or demo contractor per day cost for schedule delay + 2 days) for each calendar day project completion is delayed beyond the time prescribed for the overall project.

- **Certificate of Appropriate License** (Attachment 4)

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. Only bids from Bidders with a valid C21 license shall be accepted

- **Summarized Schedule of Project Values** (Attachment 5)

Within 24 hours of the closing of the bid period, the two apparent lowest responsible bidders 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 shall match the total amount of the base bid indicated on this bid proposal form.

Note to Bidder: In addition to the summarized schedule of project values referenced above, the successful low Bidder shall also develop and submit a detailed schedule of project values.

- **Non-Collusion Affidavit** (Attachment 6)

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

- **List of Proposed Subcontractors** (Attachment 7)

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

Within 24 hours of the closing of the bid period, the first and second apparent lowest responsible bidders 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 shall be rejected on the basis of failure to comply with bid instructions.

- **Hauling Schedule** (Attachment 8)

Within 24 hours of the closing of the bid period, the first and second apparent lowest responsible bidders 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 shall be rejected on the basis of failure to comply with bid instructions.

- **Waste Disposal Sites** (Attachment 9)

Within 24 hours of the closing of the bid period, the first and second apparent lowest responsible bidders 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 shall be rejected on the basis of failure to comply with bid instructions.

- **Certification** (Attachment 10)

If Bidder is a corporation, Bidder must execute this certification and forward a copy of the corporate board action authorizing the person signing this bid to execute a bid submittal or to execute contract documents on behalf of the corporation.

4. **Bid Requirements**

Base Bids are **lump sum, per building**. 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 will be disqualified if the Bid Bond is not attached.

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

Bidders are hereby made aware that change orders over \$25,000.00 are subject to a review process that may take up to 90 calendar days. FORA will not be responsible for down time costs associated with change orders, unless initiated by FORA.

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 the board.

100% Performance and Payment Bonds are required on forms and from a surety acceptable to FORA and FOR A's construction lender. Upon request, Bidders will be required to provide evidence of their ability to provide said bonds within twenty-four (24) hours.

6. Bid Submittal Requirements

By submitting a Bid, the Bidder acknowledges they have thoroughly reviewed and evaluated all the documents and that their Bid accurately reflects what is required to complete their portion of the work. The Bidder shall not be allowed any additional compensation for any conditions or issues the Bidder may have informed themselves about 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 will 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 the 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.
The Bidders, on their 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 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, his address and his

Contractors 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 January 30, 2018** in accordance with the Contract Documents, at which time, the proposals will be publicly opened and read. 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 bidder agrees that failure to comply with conditions thereof shall be basis for rejection of this bid. A conditional or qualified bid will not be accepted.

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

9. Evaluation of Statement of Qualifications and Bid

FORA reserves the right to reject any and/or all Bids, including without limitation, the right to reject any and/or all nonconforming, nonresponsive, unbalanced or conditional Bids. It 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 also reserves the right to waive informalities not involving price, time or changes in the Work.

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 to the most responsive and responsive Bidder based on the FORA's analysis of overall cost, reputation, experience, proposed personnel, and adherence to the Local Business goals 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.

The successful bidder will be determined by a combination score of Cost, Schedule, and Qualifications.

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	→ 200-10.2 = 189.8
Total	=1,500+1,623+1,580 = 4,703				
Average Cost	=4,703/3 = 1,567.7				

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 + Qualifications

Contractor 1	=200 + 100 + 25 = 325
Contractor 2	=184.31 + 81.78 + 100 = 366.09
Contractor 3	=189.79 + 91.50 + 82 = 363.29

Highest Total is the best value

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 the interviews with the most responsive Bidders.

After contract award, three sets of conform contract documents will be issued to the selected Bidder. This set of documents will include all addenda and RFIs responded to by the 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, FORAs, and Agents as additionally insureds.

*** END OF SECTION 4 ***

SECTION 5: 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](#)

VOLUME 1 – TRADE SCOPE (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.

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 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 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.
- C. 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.

- D. 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 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.

1.5 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.

1.6 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.

1.7 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.

1.8 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.
- C. The Contractor is hereby notified that Contract adjustments in excess of \$20,000 are subject to review and approval by the FORA Board, and may take between 30 and 90 days to approve. FORA and the owner are not responsible for costs incurred by the contractor as a result of Contract adjustment approvals.



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.

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