



NOTICE TO CONTRACTORS

Water/Wastewater Main Line cut-off and repairs: Seaside Surplus II

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 water/wastewater cut-off and repairs located in the area bordered by Malmady Road and 7th Avenue and Gigling Road and Col. Durham Street in Seaside, California.

PROJECT DESCRIPTION: The work includes, but is not limited to coordination with Marina Coast Water District (MCWD) to cut-off and repair water infrastructure at nineteen (19) locations, cut-off and repair of wastewater infrastructure at nine (9) locations, and the cut-off and abandonment of twenty-four (24) manholes. Estimated Work is between \$1700,000 and \$220,000.

The Request for Bid Proposal (RFP) documents are available electronically and may be downloaded from the FORA website: www.fora.org/itb3

Interested contractors must provide their Department of Labor and Industrial Relations (DLIR) registration number. Sealed bid proposals must be received before **3:00 PM PST, April 17th, 2019** in accordance with the contract and bid documents. The proposals will be publicly opened and read. Deliver sealed proposals to:
Fort Ord Reuse Authority, Attention: S201-ITB3, 920 Second Ave., Suite A, Marina, CA 93933.

NOTICE INVITING SEALED BID PROPOSALS FOR:**Project No. S201-ITB3: Seaside's Surplus II
Water/Wastewater cut-off and repair****VOLUME 1.1 - NOTICE TO BIDDERS**

NOTICE: 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 water/wastewater cut-off and repairs located in the area bordered by Malmady Road and 7th Avenue and Gigling Road and Col. Durham Street in Seaside, California. Sealed bids must be received before 3:00 PM PST, **April 17th**, 2019 in accordance with the contract documents, at which time, the proposals will be publicly opened and read. Deliver sealed bids to: Fort Ord Reuse Authority, Attention: Peter Said, 920 Second Ave., Suite A, Marina, CA 93933.

PROJECT DESCRIPTION: The work includes, but is not limited to coordination with Marina Coast Water District (MCWD) to cut-off and repair water infrastructure at nineteen (19) locations, cut-off and repair of wastewater infrastructure at nine (9) locations, and the cut-off and abandonment of twenty-four (24) manholes.

STATEMENT OF QUALIFICATIONS: Each bidder must submit a Statement of Qualifications in accordance with the Instructions to Bidders. Bidders may obtain bidding documents electronically from www.FORA.org/SurplusII/ITB3. Hard Copies may be obtained at the FORA Offices for a cost of \$10.00.

CONTRACT TIME: Work under this contract must be completed within seventy-five (75) calendar days from the Notice to Proceed effective date. FORA shall assess liquated damages in the amount of \$5,000 per calendar day for delays in completion of the project, as provided by the Contract Documents.

REQUIRED LICENSE(S): A California Class "A" contractor's license is required to bid on this contract. Joint Ventures must secure a joint-venture license prior to award of this Contract.

MANDATORY PRE-BID CONFERENCE AND SITE WALK: **9:00 AM PST, March 29, 2019 or 9:00 AM PST, April 8, 2019.** Meeting site is at the empty parking lot at the corner of Gigling Road and Malmady Road in Seaside, CA 93955. Bring safety equipment and completed Temporary Right of Entry Form. The site is an active hazardous materials abatement and building demolition site. The Site Walk is expected to last 1.5 hours.



SCHEDULE

Event	Dates
Invitation to Bid	03/21/2019
Mandatory Site-Walk	9:00am PST 03/29/2019 9:00am PST 04/08/2019
Deadline to Submit Requests for Information	3:00pm PST 04/02/2019
Deadline to Submit Sealed Bid and Statement of Qualifications	3:00pm PST 04/05/2019
Public Bid Opening	3:00pm PST 04/17/2019 3:15pm PST 04/05/2019
Estimated Notice of Intent to Award	3:15pm PST 04/17/2019 04/25/2019
	05/01/2019

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.

BID PREPARATION COSTS: Bidders are solely responsible for the cost of preparing their bids.

BID SECURITIES: Cashier’s check or certified check, payable to the order of the Fort Ord Reuse Authority, of not less than 10% of the bid, or a bond in said amount payable to FORA and signed by the Bidder and a corporate surety shall accompany the bid.

QUESTIONS: 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 PST, April 2nd, 2019.**

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: Utility Cut-Off Question
Sent to: peter@fora.org



VOLUME 1.2 – TEMPORARY RIGHT OF ENTRY

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

Facilities: Surplus II Area, Seaside CA 93955, 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-ITB3 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: _____

VOLUME 1.3 - 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 **lowest cost, most responsive, responsible bidder** to perform the work based on the base bid and an evaluation of a Statement of Qualifications.

2. General Provisions

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, 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 the Construction Agreement was carefully reviewed by the Bidder’s authorized representative.

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.

By submitting a Bid, the Bidder acknowledges they have thoroughly reviewed and evaluated all the documents and 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 via the site walk or otherwise.

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.

END of SECTION 1

SECTION 2: STATEMENT OF QUALIFICATIONS

All bids must contain the completed “Contractor Statement of Qualifications Questionnaire” (**Attachment A**) and other items required by these instructions (all together the “SOQ”)

1. Minimum Qualifications

A. License:

Bidders must be duly licensed in accordance with the California Business & Professions Code and with the classification identified in the “**Notice to Bidders**”. Bidders must have a history of performance sufficient to meet the requirements of a responsible bidder in California Public Contract Code Section 1104.

B. Experience:

Bidders must have five (5) years experience as a continuously operating entity engaged in the performance of similar work.

Bidders must have completed five (5) construction projects for public agencies of similar nature and complexity to Marina Coast Water District (MCWD) Monterey Peninsula Water Management District (MPWMD) or California American Water (Cal Am), with a contract amount of at least \$250,000 each, or \$500,000 in aggregate.

Bidders compliance with these minimum qualification requirements will, among other factors identified in the SOQ Questionnaire, also be measured by the experience of the supervisory personnel who will have responsible charge of the various major components of the Work. The qualifications of Key Personnel (assigned to the duration of the project) are to be submitted with SOQ.

2. Statement of Qualifications

A. Cover Letter – 2 pages max

Submit a cover letter confirming all elements of the Bid Instructions have been read and understood and that the Proposer takes no exception to the materials provided. The cover letter shall be one page maximum and signed by an individual authorized to bind the Proposer contractually.

Include in the letter:

- The exact legal name, address, telephone and email, and federal tax identification number of the organization proposing to do business with FORA,
- The name, telephone, address, and e-mail of the organization’s designated representative,
- The name, telephone, address, and e-mail of the contract manager and legal liaison to FORA.

B. Reference Letters – 6 pages max

Provide three (3) written references from the legal Point of Contact (POC) of projects completed by the project team in the last five (5) years, describing the project team, the past project, the team’s past project performance. The referenced project must be of similar size and scope to S201-ITB3.

All references and projects will be verified, if the above information is not provided or current then provided project will not be evaluated and or used as meeting the minimum experience/qualifications.

FORA may conduct such investigations as it deems necessary to assist in the evaluation of the SOQ's, or 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 SOQ's or a bid package, the submitter is giving written permission for FORA to conduct the investigation and shall hold the Owner, FORA and Agents harmless of investigation impacts.

C. Contractor Statement of Qualifications Questionnaire:

Complete Questionnaire in full, per specific instructions included therein; including:

- Section 1: Parts A through C.
- Section 2: Parts I through VI.
- Attachments 1-8.

END of SECTION 2

SECTION 3: SUBMISSION AND FORM OF BID

1. Mandatory Site-walk

The attendance for the site-walk is mandatory. 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 FORA. Incomplete Bids may be rejected.

A1 - Bid Form (Attachment 1)

A2 - Bid Bond (Attachment 2)

A3 - Construction Agreement Acknowledgement, subject to any comments (Attachment 3)

A4 - Certificate of Appropriate License (Attachment 4)

A5 - Summarized Schedule of Project Values (Attachment 5)

A6 - Non-Collusion Affidavit (Attachment 6)

A7 - List of Proposed Subcontractors (Attachment 7)

A8 - Hauling Schedule (Attachment 8)

Within 24 hours of the closing of the bid period, the lowest responsible bidders shall completely fill out and submit a hauling schedule on the form included in this bid package.

~~**A9 - Waste Disposal Sites** (Attachment 9)~~

~~*Within 24 hours of the closing of the bid period, the lowest responsible bidders shall completely fill out and submit a waste disposal site approval on the form included in this bid package.*~~

A10 - 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.

Proposed critical path method (CPM) schedule and associated milestones (provided by the bidder)

4. Bid Requirements

Base Bids are **lump sum**. FORA may elect to accept or reject lump sum. 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. Award will be determined by the base bid.

Additive Bids are **lump sum**. FORA may elect to accept or reject lump sum. Additive 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 **Basis of Cost**. The Basis of cost must be finalized five (5) days after contract execution. The Basis of Cost must detail the Direct and Indirect costs including Labor hours, material costs, equipment costs, and travel costs, overhead, and profit per line item in the schedule of values. Unit rates must be shown in the Basis of Cost 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.

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 FORA'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. Submittal Requirements

The contractor shall submit two (2) sealed envelopes. Envelope A shall include the Statement of Qualifications (SOQ) outlined in Section 2. Envelope B shall include the bid and the required forms and attachments identified in this Section 3. Telephone/fax/email Bids will **not** be accepted.

Sealed bids will be received by **3:00 PM PST, April 17th, 2019 at:**

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

Sealed Envelopes shall contain the following documents:**Envelope A Submittals (Statement of Qualifications):**

- Cover Letter
- Reference Letter
- Contractor Qualification Questionnaire parts I-VI
- Attachments 1-8
- Resumes

Envelope B Submittals (Bid):

- Bid Form & Addenda Acknowledgement
- Bid Bond
- Construction Agreement Acknowledgement, subject to any comments
- Certificate of Appropriate License
- Summarized Schedule of Project Values
- Non-Collusion Affidavit
- List of Proposed Subcontractors
- Certification
- Proposed CPM schedule

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.

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.

7. EXISTING DRAWINGS

Bidders may examine any available existing conditions information (e.g., record documents, specifications, studies, drawings of previous work on site) by giving FORA reasonable advance notice, as well as applicable environmental assessment information (if any) regarding the project.

8. ADDENDA

Bidders must direct all questions about the meaning or intent of the bidding documents to FORA in writing. Interpretations or clarifications considered necessary by FORA in response to such questions will be issued by addenda emailed, mailed, faxed, or delivered to all parties recorded by FORA as having received bidding documents. The addenda will be written and will be issued to each bidder to the address supplied to FORA by the bidder. FORA may not answer questions received less than 10 days prior to the date for opening Bids. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. However, FORA may, upon inquiry by the bidder, orally direct bidder's attention to specific provisions of the contract documents which cover the subject of the inquiry.

In addition:

1. The addenda may also be issued to modify the bidding documents as deemed advisable by FORA.
2. The addenda shall be acknowledged by number with signature and shall be part of the contract documents. A complete listing of the addenda may be secured from FORA.

9. SUBSTITUTIONS

Bidders must base their bids on products and systems specified in the contract documents or listed by name in the addenda.

3. Except as provided in paragraph 9.c below, FORA will consider substitution requests only for “or approved equal items”. Bidders wanting to use “or approved equal items” may submit Materials List and component specifications no later than 7 days after the issuance of the Notice of Award. After that date, FORA will not accept “or approved equal” substitution requests. To assess “or approved equal” acceptability of product or system, submittals of substitutions shall contain the product requirements of the contract documents. Insufficient information will be grounds for rejection of substitution. FORA shall, within a reasonable period of time after having received a request for substitution, issue in writing its decision as to whether the proposed substitute item is an “or approved equal” item for compatibility to FORA systems, durability, or quality. FORA’s decision shall be conclusive on all bidders.
4. Approved substitutions shall be listed in the addenda and become part of the contract documents.
5. Substitutions may be requested after submitting bids and Award of Contract only in accordance with the Product Requirements identified in the contract documents, drawings and specifications.

10. WAGE RATES

Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the contract, as determined by Director of the State of California Department of Industrial Relations, are on file at FORA’s office and are deemed included in the bidding documents. Upon request, FORA will make copies available to any interested party. Also, the bidders shall post the applicable prevailing wage rates at the job site. The California Department of Industrial Relations is at <http://www.dir.ca.gov/>

11. EQUAL EMPLOYMENT OPPORTUNITY

Bidder shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical conditions, disability, or any other reason.

12. PLANS

Complete sets of bidding documents must be used in preparing bids. FORA assumes no responsibility for errors or misinterpretations resulting from use of incomplete sets of bidding documents. The drawings in the bidding documents are reduced scale reproductions. The amount of reduction is indicated by a note or scale bar on the drawings. Copies of full-scale drawings, including individual drawings, may be obtained from FORA for the cost of reproduction, plus shipping and handling. Full-size drawings will only be made available to bidders who previously obtained a complete set of bidding documents. No return of full-size drawings is required, and no refund will be made.

SECTION 4: AWARD OF CONTRACT

1. DETERMINATION OF APPARENT LOW BIDDER

1. FORA will open each Bidder's Envelope B at the time and place indicated in the Notice Inviting Bids, initially evaluate them for responsiveness, and determine an Apparent Low Bidder as specified herein.
2. Apparent Low Bid will be determined per the **Bid Form** (Attachment 1). All bidders are required to submit bids on all bid items, including any alternates.
3. For the Apparent Low Bidder only, FORA will open Envelope A and evaluate the Apparent Low Bidder for responsiveness and for responsibility.
4. If Apparent Low Bidder is determined to be non-responsive or non-responsible, then FORA may proceed to the next Apparent Low Bidder's Bid pursuant to any procedures determined in its reasonable discretion, and proceed for all purposes as if this Apparent Low Bidder were the original Apparent Low Bidder.

2. EVALUATION OF BIDDER RESPONSIBILITY

FORA will evaluate bidder's responsibility and compliance with the requirements of the contract documents. FORA will notify Apparent Low Bidder in writing of any deficiencies found and will provide Apparent Low Bidder the opportunity to respond in writing with reasonable clarifications, but will not allow any changes to the bid price and amount.

3. BID EVALUATION

FORA reserves the right, in its sole discretion, to waive any inconsequential defects or minor irregularities in the bids. FORA also reserves the right, in its sole discretion, to reject any or all bids and to re-bid the project. FORA reserves the right, in its sole discretion, to reject any or all nonconforming, non-responsive, unbalanced, or conditional bids, and 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 bidder, whether because the bid is not responsive or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by FORA. For purposes of this paragraph, an "unbalanced bid" is one having nominal prices for some work items and enhanced prices for other work items.

1. In evaluating bids, FORA will consider bidders' qualification, whether or not the bids comply with the prescribed requirements, unit prices and other data, as may be requested in Document 00 41 00 (Bid Proposal) or prior to the Notice of Award.
2. Subject to any pre-qualification process for the bidders, FORA may otherwise conduct reasonable investigations and reference checks of bidder, proposed subcontractors, suppliers and other persons and organizations, as FORA deems necessary to assist in the evaluation of any bid. FORA shall also have the right to communicate directly with bidder's surety regarding bidder's bonds.
3. 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 or any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between written words and figures will be resolved in favor of the words.
4. Quantities stated in the bidding documents are approximate only and are subject to correction upon final measurement of the work, and are subject further to the rights reserved by FORA to increase or

diminish the amount of work under any classification as advantages to design or as construction needs require.

5. Bids shall be deemed to include the written responses of the Bidder to any questions or requests for information of Owner made as part of Bid evaluation process after submission
6. FORA may determine whether a bidder is qualified, responsive or responsible in its sole discretionary judgment.

4. AWARD

If the contract is to be awarded, it will be awarded to the lowest responsible, responsive bidder. Such Award, if made, will be made based on the base bid and within ninety (90) days after the opening of the Bid Proposals. Following completion of all required FORA procedures and receipt of all submittals and approvals, FORA will issue Notice of Award to the successful bidder.

5. BID PROTEST

Any bid protest must be submitted in writing to FORA before 5:00 p.m. of the 5th calendar day following issuance of Notice of Intent to Award for Construction. Time of receipt will be determined by FORA staff. FORA will use reasonable efforts to deliver by email or facsimile a copy of the Notice of Intent to Award to all bidders who submitted Bid Proposals no later than the business day after issuance, although any delay or failure to do so will not extend the bid protest deadline described above.

1. The initial protest must contain a complete statement of the basis for the protest.
2. The protest must refer to the specific portion of the document that forms the basis for the protest.
3. The protest must include the name, address, and telephone number of the person representing the protesting party.
4. Only bidders who FORA determines are otherwise responsive and responsible (i.e., other than as to the specific subject of the protest) are eligible to protest a bid; protests from any other bidder will not be considered. In order to determine whether a protesting bidder is responsive and responsible, FORA may evaluate all information contained in any protesting bidder's Bid Proposal, and conduct the same investigation and evaluation as FORA is entitled to take regarding an Apparent Low Bidder.
5. The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
6. The procedure and time limits set forth in this paragraph are mandatory and are bidder's sole and exclusive remedy in the event of a bid protest. Bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings. A bidder may not rely on a protest submitted by another bidder, but must timely pursue its own protest.

6. POST-NOTICE OF AWARD REQUIREMENTS

After Notice of Award is issued, the successful bidder must execute and submit the following documents as indicated below:

1. Submit the following documents to FORA by 5:00 p.m. of the 10th day following the Notice of Award. Execution of the contract agreement by FORA depends upon approval of these documents, and any other document identified in FORA's Notice of Award:
 - a) Contract Agreement: To be executed by successful bidder. Submit three originals, each bearing an original signature.
 - b) Construction Performance Bond: To be executed by successful bidder and surety, equal to the bid amount plus 15%. Submit one original.
 - c) Construction Labor and Material Payment Bond: To be executed by successful bidder and surety, equal to the bid amount.
 - d) Insurance certificates and endorsements required by the contract General Conditions. Submit one original set.
 - e) Bidder shall submit a set of Bid documents detailing the Basis of cost, including but not limited to: material takeoffs, bid assumptions, sub-contractor quotes, production rates, etc. to FORA for review and record keeping purposes.
 - f) Copies of all subcontracts and purchase orders greater than \$20,000 in value and prior to subcontractor or supplier commencement of proposed work.
 - g) Notification of any extensive lead times for specific required material or equipment.
 - h) Any other item described in the Notice of Award.
2. FORA shall have the right to communicate directly with Apparent Low Bidder's proposed performance bond surety to confirm the performance bond. FORA may elect to extend the time to receive faithful performance and labor and material payment bonds.
3. Successful bidder's failure to submit the documents required herein, in a proper and timely manner, entitles FORA to rescind its award, and to cause bidder's bid security to be forfeited as provided herein.

7. FAILURE TO EXECUTE AND DELIVER DOCUMENTS

If the bidder to whom the contract is awarded fails or neglects to execute and deliver all required contract documents and file all required bonds, insurance certificates, and other documents within 10 business days, FORA may, in its sole discretion, foreclose on bidder's deposit surety bond, or deposit bidder's cashier's check or certified check for collection, and retain the proceeds thereof as liquidated damages for bidder's failure to enter into the contract documents. Bidder agrees that calculating damages FORA may suffer as a result of bidder's failure to execute and deliver all required contract documents would be extremely difficult and impractical and that the amount of bidder's required bid security shall be the agreed and presumed amount of FORA's damages. In addition, upon such failure, FORA may determine the next Apparent Low Bidder and proceed accordingly.

8. MODIFICATION OF COMMENCEMENT OF WORK

FORA expressly reserves the right to modify the date for the commencement of work under the contract and to independently perform and complete work related to the project. FORA accepts no responsibility to the contractor for any delays attributed to its need to complete independent work at the site.

9. WITHDRAWAL OF BIDS

Bidders may withdraw their bids at any time prior to the bid opening time fixed in this Document, only by written request for the withdrawal of the bid filed with FORA at FORA's office. Bidder or its duly authorized representative shall execute a request to withdraw the bid. The submission of a bid does not commit FORA to award a contract for the project, to pay costs incurred in the preparation of a bid, or to procure or contract for any goods or services.

10. INELIGIBLE CONTRACTORS AND SUBCONTRACTORS

FORA shall not accept a bid from a bidder who is ineligible to bid or work on, or be awarded, a public works project pursuant to California Labor Code Section 1777.1 or 1777.7. Bidders and the contractor who is awarded the project contract shall not utilize, or allow work by any subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to California Labor Code Section 1777.1 or 1777.7. (See California Public Contract Code Section 6109.) The California Division of Labor Standards Enforcement publishes a list of debarred contractors and subcontractors on the Internet at www.dir.ca.gov/DLSE/debar.html.

11. PUBLIC RECORDS ACT REQUESTS

4. Per the Public Records Act, FORA will make available to the public the bidder's Statement of Qualifications (if Envelope A is opened), all correspondence and written questions submitted during the bid period, all bid submissions opened in accordance with the procedures of this Document, and all subsequent bid evaluation information. All submissions not opened will remain sealed and eventually be returned to the submitter. Except as otherwise required by law, FORA will not disclose trade secrets or proprietary financial information submitted that has been designated confidential by bidder (including but not limited to the SOQ). Any such trade secrets or proprietary financial information that a bidder believes should be exempted from disclosure shall be specifically identified and marked as such. Blanket-type identification by designating whole pages or sections shall not be permitted and shall be invalid. The specific information must be clearly identified as such.
5. Upon a request for records regarding this bid, FORA will notify bidder involved within 10 days from receipt of the request when the records will be made available for inspection. If the bidder timely identifies any "proprietary, trade secret, or confidential commercial or financial" information that bidder determines is not subject to public disclosure, and requests FORA to refuse to comply with the records request, bidder shall take all appropriate legal action and defend FORA's refusal to produce the information in all forums; otherwise FORA will make such information available to the extent required by applicable law, without restriction.
6. Information disclosed in the SOQ and the attendant submissions are the property of FORA unless bidder makes specific reference to data that is considered proprietary. Subject to the requirements in the Public Records Act, reasonable efforts will be made to prevent the disclosure of information except on a need-to-know basis during the evaluation process.

12. CONSTRUCTION PAYMENT BOND AND CONSTRUCTION LABOR AND MATERIALS BOND SURETY

Before execution of the Contract, the Contractor shall file surety bonds with the Agency to be approved by the Board in the amounts and for the purposes specified below. Bonds issued by a surety who is listed in the latest version of U.S. Department of Treasury Circular 570, who is authorized to issue bonds in California, and whose bonding limitation shown in said circular is sufficient to provide bonds in the amount required by the Contract shall be deemed to be approved unless specifically rejected by the Agency. Bonds

from all other sureties shall be accompanied by all of the documents enumerated in the Code of Civil Procedure, Section 995.660 a).

Each bond shall incorporate, by reference, the Contract and be signed by both the Bidder and the Surety. The signature of the authorized agent of the Surety shall be notarized.

The Contractor shall provide 2 good and sufficient surety bonds. The "Payment Bond" (material and labor bond) shall be for not less than 100 percent of the Contract Price, to satisfy claims of material suppliers and mechanics and laborers employed by it on the Work. The Bond shall be maintained by the Contractor in full force and effect until the performance of the Contract is accepted by the Agency and until all claims for materials and labor are paid, and shall otherwise comply with the Civil Code.

The "Performance Bond" shall be for 100 percent of the Contract Price to guaranty faithful performance of all work, within the time prescribed, in a manner satisfactory to the Agency, and that all materials and workmanship will be free from original or developed defects. The Bond must remain in effect until the end of all warranty periods set forth in the Contract Documents.

The Contractor shall pay all bond premiums, costs, and incidentals.

Should any bond become insufficient, the Contractor shall renew the bond within 10 Days after receiving notice from the Agency.

Should any surety at any time be unsatisfactory to the Board, notice to that effect will be given to the Contractor. No further payments shall be deemed due or will be made under the Contract until a new surety qualifies and is accepted by the Board.

Changes in the Work or extensions of time, made pursuant to the Contract, shall in no way release the Contractor or the Surety from its obligations. Notice of such changes or extensions shall be waived by the Surety.

Bidder shall either: (1) provide a print out of information from the website of the Department of Insurance confirming that the surety is an admitted surety insurer; or, (2) obtain a certificate from the County Clerk confirming the surety is an admitted insurer. Bidder shall attach such verification to the bonds.

13. CONFORMED CONSTRUCTION DOCUMENTS

Following Award of Contract, FORA may prepare a conformed set of contract documents reflecting addenda issued during bidding, which will, failing objection, constitute the approved set of contract documents.

*** 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.

VOLUME 1 OF 2

1. NOTICE INVITING SEALED BIDS
2. RIGHT OF ENTRY FORM
3. INSTRUCTIONS TO BIDDERS
4. SCOPE OF WORK
5. CONSTRUCTORS STATEMENT OF QUALIFICATION QUESTIONNAIRE (**Attachment A**)

VOLUME 2 OF 2

1. ENGINEERING DRAWINGS
2. PROJECT SPECIFICATIONS

ATTACHMENTS

1. BID FORM
2. BIDDERS BOND
3. SAMPLE CONTRACT
 - 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
5. HAZARDOUS MATERIAL REMOVAL SCHEDULE OF PROJECT VALUES
6. NONCOLLUSION DECLARATION
7. LIST OF PROPOSED SUBCONTRACTORS
8. HAULING SCHEDULE
9. DISPOSAL SITE APPROVAL

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](#)