

## NOTICE TO CONTRACTORS

NOTICE IS HEREBY GIVEN that the Board of Supervisors of the County of San Mateo, State of California, will receive sealed bids for the construction contracts titled,

### **Job Order Contracts – Painting (Class C-33 Contractors)**

#### **County of San Mateo Project Numbers**

**JOC 2417**

**JOC 2418**

Bids shall be received in accordance with the Contract Documents. The bid package(s) containing all Contract Documents may be downloaded from the Department of Public Works' website at <http://publicworks.smcgov.org/projects-out-bid>.

A **mandatory in-person** pre-bid conference is scheduled for **Wednesday, November 29, 2023 at 10:00 AM**. The conference will meet at 455 County Center, 1<sup>st</sup> Floor - Room 101, Redwood City, CA 94063. Please allow sufficient time for parking.

There will be a check-in period until 10:05 AM and attendance will be recorded. **Note that persons entering the meeting after 10:30 AM will be considered as not attending the meeting and will be considered non-responsive for bidding.** The purpose of the pre-bid conference is to discuss the Job Order Contract (JOC) concept and documents, answer questions and discuss JOC from the contractor's perspective. Bids submitted by firms not represented at the mandatory pre-bid conference will not be considered.

General questions regarding this project should be directed to Roxanne Maquinana, Department of Public Works, 555 County Center, 5<sup>th</sup> Floor Redwood City, CA 94063, email [rmaquinana@smcgov.org](mailto:rmaquinana@smcgov.org), Phone (650) 363-4100.

Bids shall be submitted using forms furnished and bound in the Project Manual(s) and in accordance with Instructions to Bidders and shall be accompanied by a Certified or Cashier's Check or Bid Bond for **\$25,000** per bid. Only one bid per Contractor shall be submitted for all contracts.

The apparent lowest, responsive, and responsible bidder shall be selected for consideration for award of each JOC contract but will be excluded from consideration for each successive contract. The County reserves the right to award up to two (2) individual contracts for Painting: JOC 2417 and JOC 2418. One (1) contract will be awarded to the successful lowest bidder, and one (1) to the second lowest bidder.

Bids shall be sealed, addressed to and filed with the **Clerk of the Board of Supervisors** of the County of San Mateo at the Hall of Justice and Records, 400 County Center, 1<sup>st</sup> Floor, Redwood City, CA, on or before **Thursday, December 14, 2023 at 2:00pm** and will be opened

subsequently after, in public, in Room 101 of 455 County Center, 1st Floor, Redwood City, CA or at another location as designated by the County.

This Contract is for Painting work and related services to be performed within a **designated area of the County**. However, if the need arises, the Owner reserves the right to require the Contractor to work at any location or facility under the jurisdiction of the Owner.

The work to be done consists, in general, of providing all labor, materials, tools, appurtenances, and equipment required as well as any other items and details not mentioned above but required by the Contract Documents and as directed by the Director of Public Works.

There is no Minimum Contract Value for each JOC. The Maximum Contract Value for each JOC is \$1,000,000. The Contractors will not be issued Job Orders which in total exceed the Maximum Contract Value. The County does not guarantee Contractors will receive this volume of work. The County may award contracts to other contractors for the same or similar work during the term of these Job Order Contracts.

No bidder may withdraw their bid for a period of ninety (90) days after the date set for the opening thereof.

Pursuant to Labor Code Sections 1770, et seq., the Director of the Department of Industrial Relations has determined the general prevailing rate of wages in the County of San Mateo for each craft, classification, or type of worker needed to execute the contract. The prevailing rates so determined are based on an 8-hour day, 40-hour week, except as otherwise noted. Existing agreements between the Building Trades and the Construction Industry groups relative to overtime, holidays and other special provisions shall be recognized. It shall be mandatory upon the Contractor and upon any sub- contractors under them, to pay no less than the said specific rates to all laborers, workers or mechanics employed by them in the execution of these contracts.

**Pursuant to recently enacted legislation (SB 854, Stat. 2014, chapter 28) effective January 2015, no contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].**

**No contractor or subcontractor may be awarded a contract for public work on a public works project and no subcontractor may perform any public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.**

**This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).**

A bond of \$125,000 will be required for the faithful performance of each contract, and a separate bond in the amount of \$125,000 will be required to guarantee the payment of wages for services, engaged and for materials used in the performance of each contract. If the collective total of Job Orders issued exceeds \$125,000, an increase in the payment and performance bond will be required in an amount of no less than one hundred percent (100%) of the Maximum Contract Value. At no time may the sum of issued Job Orders exceed the amount of the Payment Bond and Performance Bond.

The term of each JOC will be for one year, except that the contracts shall continue to cover Job Orders issued during that year until the work there under has been completed.

Accordingly, all Job Orders must be issued but not necessarily completed within one calendar year of the commencement date of the Contracts. All Job Orders issued during the term of this Contract shall be valid and in effect notwithstanding that the Detailed Scope of Work may be performed, payments may be made, and the guarantee period may continue, after such period has expired. All terms and conditions of the Contract apply to each Job Order.

This JOC is an indefinite quantity contract pursuant to which the Contractor will perform a variety of individual Projects, consisting of specific construction tasks, at different locations.

The Scope of Work for each project will be determined by the Detailed Scopes of Work issued in connection with individual Job Orders and will be explained to the Contractor at a Joint Scope Meeting. The County will provide a Request for Job Order Proposal and Detailed Scope of Work to the Contractor. The Contractor will be required to review the Detailed Scope of Work and develop a Job Order Price Proposal using appropriate Unit Prices, quantities and the applicable Adjustment Factor as well as drawings and sketches, a list of subcontractors and materialmen, construction schedule, and other requested documentation. The County will review the Contractor's Job Order Proposal in detail and, if found to be reasonable and acceptable, a Job Order may be issued.

The agreed upon price will be fixed price for the performance of the Detailed Scope of Work. A Job Order will reference the Detailed Scope of Work and set forth the Job Order Completion Time, and the Job Order Price. The Job Order Price shall be a lump sum price for the completion of the Detailed Scope of Work. A separate Job Order will be issued for each Project. Extra work, credits, and deletions will be contained in a Supplemental Job Order.

The bid documents include a Construction Task Catalog® (CTC) containing a series of construction tasks with preset Unit Prices. The CTC was developed using experienced labor and high-quality materials. All Unit Prices are based on local labor, material and equipment prices including the current prevailing wages and are for the direct cost of construction.

The Contractor will bid six Adjustment Factors to be applied to the Unit Prices, including: General Facilities Normal Working Hours; General Facilities Other than Normal Working Hours; Detention Facilities Normal Working Hours; Detention Facilities Other than Normal Working Hours; OSHPD Facilities Normal Working Hours; and OSHPD Facilities Other than Normal Working Hours.

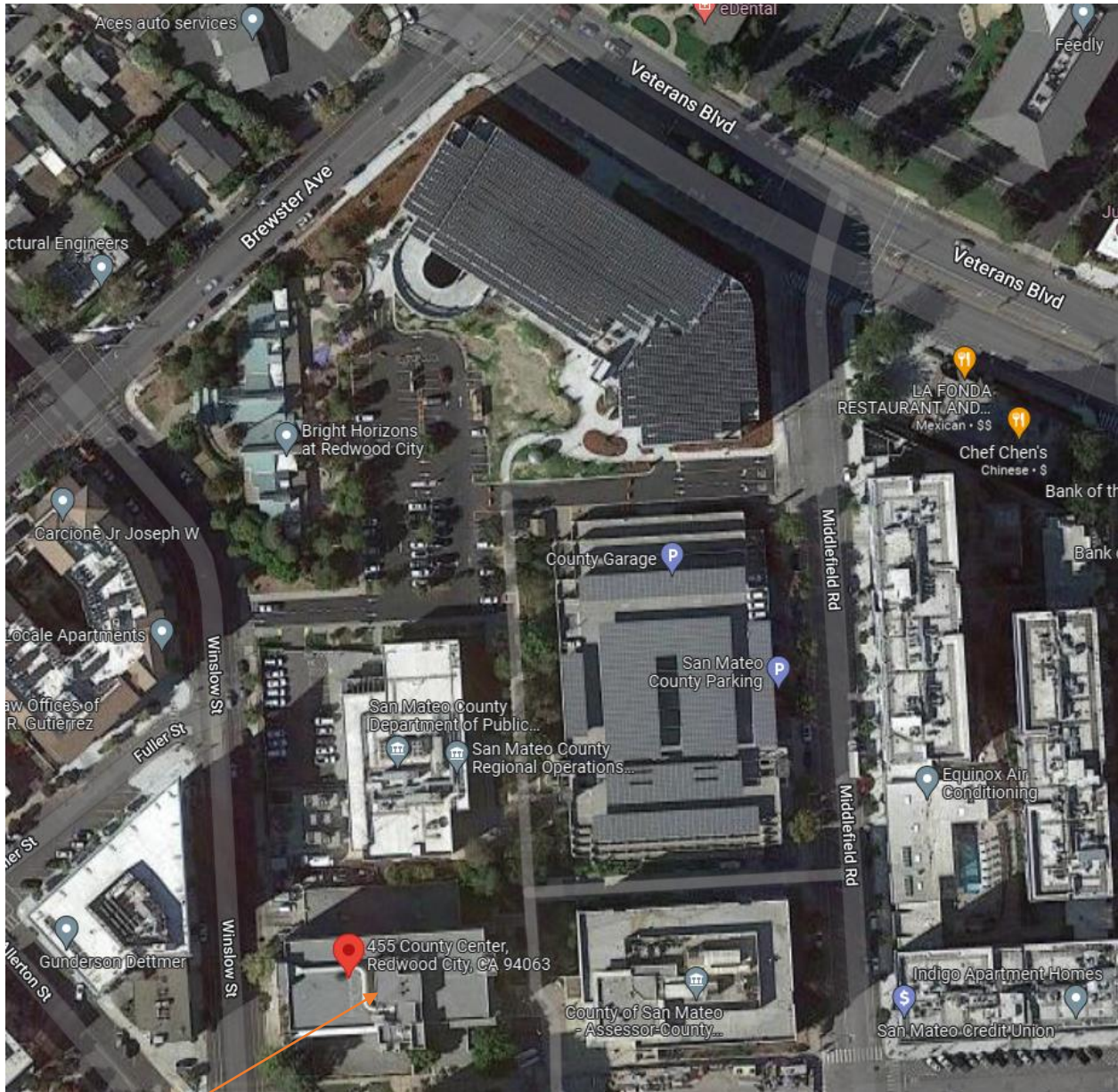
The Normal Working Hours are between 6:00 am and 6:00 pm and the Other than Normal Working Hours are all hours outside Normal Working Hours including all day Saturday, Sunday, and County Holidays. The Other than Normal Working Hours Adjustment Factor must be equal to or greater than the Normal Working Hours Adjustment Factor.

The price of an individual project will be determined by multiplying the preset Unit Prices and the appropriate quantities by the CTC<sup>®</sup> appropriate Adjustment Factor. All Adjustment Factors shall apply to every Pre-priced Task in the CTC<sup>®</sup>. All Unit Prices listed in the CTC<sup>®</sup> are priced at a net value of 1.0000. The Adjustment Factors shall be an increase or decrease to all the Unit Prices listed in the CTC<sup>®</sup>. For example, 1.1000 would be a 10% increase to the Unit Prices and 0.9500 would be a 5% decrease to the Unit Prices. Bidders who submit separate Adjustment Factors for separate Unit Prices will be considered non-responsive and their bid will be rejected.

Application of Liquidated Damages and the value of liquidated damages will be determined by the County on a Job Order by Job Order basis. Each Request for Proposal will state whether Liquidated Damages will be applied to an individual Job Order. A typical range for Liquidated Damages is, but not limited to, \$300-\$1,000 per day.

The County selected The Gordian Group's (Gordian) Job Order Contracting (JOC) Solution for their JOC program. The Gordian JOC Solution<sup>™</sup> includes Gordian's proprietary JOC Software and JOC Applications, construction cost data, and CTC<sup>®</sup> which shall be used by the Contractor solely for the purpose of fulfilling its obligations under this Contract, including the preparation and submission of Job Order Proposals, Price Proposals, subcontractor lists, and other requirements specified by the County. **The Contractor shall be required to execute Gordian's JOC System License and Fee Agreement and pay a 1% JOC System License Fee to obtain access to the Gordian JOC Solution<sup>™</sup>.** The JOC System License Fee applies to all Job Orders issued to the Contractor under the terms this Contract. The Contractor shall include the JOC System License Fee in the Adjustment Factors.

Map of Bid Opening Location:  
County of San Mateo  
455 County Center, 1<sup>st</sup> Floor – Room 101  
Redwood City, CA 94063



**BID OPENING  
LOCATION**