

## 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 – Mechanical Works (HVAC)  
(Class C-20 Contractors Mandatory Requirement  
with Additional C-4, C-36, C-38, C-43 Preferred)**

**County of San Mateo**

**PROJECTS NOs.**

**JOC-2206**

**JOC-2207**

**JOC-2208**

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> (includes complete bid packages) after the mandatory pre-bid conference.

A **mandatory** pre-bid conference is scheduled for **November 30, 2021 at 2:00 PM**. The conference will meet virtually via Microsoft Teams conference at the following address: <https://protect-us.mimecast.com/s/BgYACyPA9Ilk1MVBHZvFIB>

General questions regarding this project should be directed to Tory Newman, Department of Public Works, 555 County Center 5<sup>th</sup> Floor Redwood City, CA 94063, email [tnewman@smcgov.org](mailto:tnewman@smcgov.org), Phone (650) 599-7390.

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**.

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 three (3) individual contracts for Mechanical Works (HVAC): JOC-2206, JOC-2207, or JOC-2208. One (1) contract will be awarded to the successful lowest bidder, one (1) to the second lowest bidder, and one (1) to the third lowest bidder.

Bids shall be sealed 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, (formerly 401 Marshall Street) 1<sup>st</sup> Floor, Redwood City, California, on or before **January 6, 2022 at 2:30 PM** and will be opened in public in front of Hall of Justice and Records due to COVID-19 restrictions or at another location as designated by Owner shortly thereafter.

The County of San Mateo may award up to three individual contracts but reserves the right to reject any and all bids, alternate bids, or unit prices or waive any irregularities in any bid received.

No bidder may withdraw his 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 workman needed to execute the contract. The prevailing rates so determined 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 him, to pay not less than the said specific rates to all laborers, workmen 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 \$1,000,000.00 will be required for the faithful performance of each contract, and a separate bond in the amount of \$1,000,000.00 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 one million dollars, an increase in the payment and performance bond will be required in an amount of not 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 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.

This Job Order Contract (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 these JOC Contracts is for mechanical construction, repair, replacement, remodel and other repetitive related work to be performed for the County.** The bid documents include a Construction Task Catalog<sup>®</sup> (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 any and 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 appropriate Adjustment Factor. All Adjustment Factors shall apply to every Pre-priced Task in the Construction Task Catalog®. All Unit Prices listed in the Construction Task Catalog® 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 Construction Task Catalog®. 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.

The County selected The Gordian Group's (Gordian) Job Order Contracting (JOC) Solution for their JOC program. The Gordian JOC Solution™ includes Gordian's proprietary JOC Software and JOC Applications, construction cost data, and Construction Task Catalog® 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™. 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.

The scope of Work for these Contracts will be determined by the Detailed Scopes of Work issued in connection with individual Job Orders. The scope of work, for each project 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 Price, 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.

This Contract is for construction 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.

There is no Minimum Contract Value for each Job Order Contract.

The Maximum Contract Value for each Job Order Contract is \$5,000,000. The Contractors will not be issued Job Orders which in total exceed the Maximum Contract Value.

The County does not guarantee the 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.

The term of each Job Order Contract 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.

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.

