COUNTY OF SANTA CRUZ

General Services Department
Purchasing Division

701 OCEAN STREET, SUITE 330, SANTA CRUZ, CA 95060-4073
(831) 454-2210  FAX: (831) 454-2710  TDD: 711

COUNTY OF SANTA CRUZ, CALIFORNIA

Request for Proposal (RFP) #23P3-007

FOR

Job Order Contract for Horizontal Paving
JOC-002

Mandatory
Pre-Proposal
Web Conference
November 28, 2023, 9:00 AM, Pacific time
Email Contact Person to receive invitation.

Question Deadline
December 01, 2023, 5:00 PM, Pacific time,
Submit questions by email to Contact Person.

Submittal Deadline
December 15, 2023, 5:00 PM, Pacific Time
Proposal must be submitted by this Deadline.

Submittal Location
General Services Department - Purchasing Division
701 Ocean Street, 3rd floor, Room 330
Santa Cruz, CA 95060

Contact Person
Shauna M. Soldate, Senior Buyer
Email: Shauna.Soldate@santacruzcountyca.gov
Phone (831) 454-2526
Fax (831) 454-2710
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SECTION I. INVITATION

The County of Santa Cruz invites sealed proposals from fully licensed, insured, bonded, certified CONTRACTORS to furnish all labor, tools, equipment, and incidentals required to provide Job Order Contracting Services.

Established in 1850 as one of the state’s original 27 counties, the County of Santa Cruz was originally called Branciforte. The name was later changed to Santa Cruz, which is “holy cross” in Spanish. The County of Santa Cruz geographically is the second smallest county within the State of California yet it has one of the largest unincorporated area populations. The 2020 estimated population for the County of Santa Cruz by the U.S. Census Bureau was 270,861. The County encompasses an urban service area of 440 square miles.

CONTRACT OVERVIEW:

The County intends to award up to three (3) Job Order Contracts for General Construction. JOC-001, JOC-002 and JOC-003.

The Term of the Contract is one year. All Job Orders issued during any 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.

The Minimum Contract Value for each Contract is $25,000. The Contractor is guaranteed to receive the opportunity to perform Job Orders totaling at least $25,000.

The Maximum Contract Value for each Contract is $5,700,000. The Contractor may be issued Job Orders up to the Maximum Contract Value.

The Contractor is not guaranteed to receive the Maximum Contract Value. It is merely an estimate. The County has no obligation to give the Contractor the opportunity to perform Job Orders in excess of the Minimum Contract Value.

A Job Order Contract is an indefinite quantity construction contract pursuant to which the Contractor may perform an ongoing series of individual Projects at different locations and facilities under the jurisdiction of the County. Job Order Contracting is typically used for small to medium sized repair and rehabilitation work, replacement in kind projects, and minor new construction.

The Contract Documents include a Construction Task Catalog® containing Pre-priced Tasks for construction work with preset Unit Prices. All Unit Prices are based on local labor, material and equipment costs and are for the direct cost of construction.

Bidders will bid six Adjustment Factors to be applied to the Unit Prices. See section 3.5 of the Instructions to Respondents.

A Contract(s) will be awarded to the lowest responsive, responsible bidder.

Thereafter, as work is identified, the Contractor will attend a Joint Scope Meeting with the County to review and discuss the proposed work. The County will prepare a Detailed Scope of Work and issue a Request for Job Order Proposal to the Contractor. The Contractor will then prepare a Job Order Proposal including a Price Proposal, construction schedule, list of proposed subcontractors, and other requested documentation.
The value of the Price Proposal shall be determined by summing the total of the following calculation for each Pre-priced Task: Unit Price x quantity x Adjustment Factor, plus the value of all Non-Pre-priced Tasks. The Job Order Price shall equal the value of the approved Price Proposal.

If the Job Order Proposal is found to be complete and accurate, the County may issue a Job Order to the Contractor.

A Job Order will reference the Detailed Scope of Work and set forth the Job Order Completion Time and the Job Order Price. The Contractor will be paid the Job Order Price for completing the Detailed Scope of Work within the Job Order Completion Time.

Extra work, credits, and deletions will be contained in a Supplemental Job Order.
SECTION 2. INSTRUCTIONS TO RESPONDENTS

2.1 Preparation of Proposal
Respondents shall submit the completed Request for Proposals (RFP) with appropriate attachments or explanatory materials. All attachments shall be identified with the Respondent’s name, RFP number and page number. No oral, telegraph, telephone, facsimile, electronic responses or photocopies will be accepted. Proposals must be completed in ink, typewritten, or word-processed.

2.2 RFP Documents
Refer to Section 5 - Official Proposal Form.

2.3 RFP Process Schedule
   a. The following is an anticipated RFP and engagement schedule. The County may change the estimated dates and process as deemed necessary.
   The proposed schedule for the submittal reviews and notification is as follows:

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<th>Activity</th>
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<td>BOS Approval</td>
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<td>Advertise RFP - Sentinel</td>
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<td>11/14/2023</td>
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<td><strong>Mandatory Pre-Proposal web conference</strong></td>
<td>11/28/2023</td>
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<td>Question Deadline</td>
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   b. Mandatory Pre-Proposal Web Conference
   Proposers must attend the **Mandatory** Pre-Proposal Web Conference on Tuesday, November 28, 2023 at 9:00 AM. To receive a link to the Pre-Proposal Web Conference, vendor must contact Shauna.Soldate@santacruzcountyca.gov to receive an invitation link. No minutes will be recorded.

   During the Pre-Proposal Web Conference, County representatives will attempt to answer questions that can be immediately answered; however, verbal responses made at the Pre-Proposal Web Conference will be non-binding on County. To formalize, Proposer must submit questions in writing to the Buyer following the Pre-Proposal Web Conference. The Buyer will disseminate written questions and answers in the form of an addendum.
2.4 Submission of Proposal
   a. Respondent shall submit one (1) hardcopy signed in blue ink and marked “ORIGINAL” and one (1) electronic copy (USB drive) of the completed proposal as specified herein.
   b. Responses to the RFP shall be delivered in a sealed envelope, clearly marked RFP #23P3-007, addressed to:
      
      GSD - Purchasing Division  
      Attn: Shauna Soldate  
      701 Ocean Street, Room 330  
      Santa Cruz, CA 95060
   c. The deadline to submit proposals is December 15, 2023, at 5:00 PM PST.

2.5 Public Opening of Proposals
   There will be no in-person Bid Opening for this RFP.

2.6 Multiple Proposals
   Only one Proposal will be accepted from any one person, partnership, corporation or other entity.

2.7 Late Responses
   All responses to the RFP must be delivered in person or received by mail no later than December 15, 2023 at 5:00 PM PST. Respondent will be solely responsible for the timely delivery of their Proposal. Proposals will not be accepted after the deadline and will be returned unopened.

2.8 Point of Contact
   All questions regarding this RFP shall be submitted in writing to the Contact Person or their authorized designee. No other individual has the authority to respond to any questions on behalf of the County. Failure to adhere to this process may disqualify the Respondent.

2.9 On Site Inspection
   On site inspection of Respondent’s facilities may be performed by the County and an evaluation committee to ascertain that facilities and equipment are in accordance with the requirements and intentions of the specifications.

2.10 Non-Collusion Declaration
   Respondent shall execute a Non-Collusion Declaration on the form furnished by the County as Exhibit C.

2.11 References
   Respondent shall complete and submit Exhibit B – Customer References with Proposal.

   The County reserves the right to check any or all references:
   1. Necessary to assess a prospective Respondent’s past performance;
   2. Pertaining to similar projects that demonstrate experience that is relevant to the RFP scope of work; and/or
   3. Explicitly specified in the proposal or that result from communication with other entities involved with similar projects, including other industry sources and users of similar services, or others known to County.
2.12 Proposal Evaluation Criteria
A. It is the County’s intent to award Contract(s) to the lowest responsive, responsible bidder(s):

B. A committee of County employees will evaluate all RFPs and select the Respondent who submits the lowest responsive and responsible bid. Evaluation of the RFPs shall be within the sole judgment and discretion of the Purchasing Division. County reserves the right to reject any or all RFPs. Award of contract is contingent upon approval from the Santa Cruz County Board of Supervisors and funding availability.

2.13 Cost of Service
The County reserves the right to negotiate the proposed cost with the Respondent prior to contract signing. Agreed-to costs and cash discounts are to be firm through the first term of the contract.

2.14 Reservations
County reserves the right to do the following at any time:
A. Reject any and all proposals without indicating any reasons for such rejection;
B. Waive or correct any minor or inadvertent defect, irregularity or technical error in the RFP or any RFP procedure or any subsequent negotiation process;
C. Terminate the RFP and issue a new RFP anytime thereafter;
D. Procure any services specified in the RFP by other means;
E. Extend any or all deadlines specified in the RFP by issuance of an addendum (addenda) at any time prior to the deadline for submittals;
F. Disqualify any Respondent on the basis of any real or perceived conflict of interest or evidence of collusion that is disclosed by the proposal or by other means or other information available to County;
G. Reject the proposal of any Respondent that is in breach of or in default under any other agreement with County;
H. Reject any Respondent County deems to be non-responsive, unreliable, or unqualified;
I. Accept all or a portion of a Respondent’s proposal;
J. Negotiate with any or no Respondents; and
K. Terminate failed negotiations with any Respondents without liability and negotiate with other Respondents.

2.15 Notification of Withdrawal of Proposal
Proposals may be modified or withdrawn prior to the date and time specified for submission by an authorized representative of the respondent or by formal written notice. All proposals not withdrawn prior to the response due date will become the property of the County of Santa Cruz.

2.16 Interpretation
Should any discrepancies or omissions be found in the RFP, or doubt as to its meaning, the respondent shall notify the Buyer in writing at once (e-mail is acceptable). The Buyer may issue written instructions or addenda to all participants in this RFP process. No oral statement of interpretation by County staff shall be binding. Questions must be received at least by the Question Deadline. All addenda issued shall be incorporated into the Contract.

2.17 Pre-Award Conference
If requested by Purchasing, successful Respondent(s) shall meet with the County representatives prior to the Award of Contract to review the specifications and finalize the initiation of the proposed Contract.
2.18 **Execution of Agreement**
Upon successful reference checks, evaluations and receipt of all required documents, the contract agreement must be executed by both parties.

2.19 **Respondent Responsibility and Performance**

A. It is the responsibility of Respondent to read ALL sections of this RFP prior to submitting a proposal.

B. Respondent shall confirm compliance with all RFP specifications, requirements, terms and conditions. Respondent shall provide, on company letterhead in attachment form, a detailed explanation including the RFP section and paragraph number for each instance of non-compliance.

C. Failure to comply with the RFP requirements provided herein could result in disqualification.

D. County may at its sole discretion elect to not reject a proposal due to an error, omission, or deviation in the proposal. Such an election by County will neither modify the RFP nor excuse Respondent from full compliance with the specifications of the RFP or any contract awarded pursuant to the RFP.

E. County will consider Respondent to be the sole point of contact with regard to all contractual matters.

F. Respondent shall provide the services of one (1) or more qualified and dedicated contract manager(s) who will ensure that the services provided under the awarded contract are satisfactory.

2.20 **Respondent Qualifications**
Respondent shall provide the following information/documentation in attachment form as indicated including reference to the applicable RFP paragraph number.

A. **Experience:** Respondent shall be an established entity that has conducted business of the nature specified herein for at least two (2) years. Respondent shall provide a brief statement of company background including years in business and experience of support staff.

B. **References:** Respondent shall provide customer references and request and provide personal and business references. Refer to Exhibit B – Customer References.

C. **Licenses and Permits:** Respondent shall possess and provide copies of business licenses and/or permits, including a Fictitious Business Name Statement from the County of Santa Cruz, as applicable. Respondent shall submit copies of all applicable licenses.

D. **Other Information:** Respondent may also provide any other information deemed appropriate.

2.21 **Addenda**

A. These documents may not be changed by any oral statement. Changes to these documents will be by written addenda issued by the Buyer or their designee.

B. Addenda will be posted on the General Services Department website. If/when necessary, the Buyer will email addenda to all known Respondents of record.

C. Respondents shall be responsible for ensuring that their proposals reflect any and all addenda issued by the Buyer or her designee prior to the Deadline for Proposals regardless of when the proposals are submitted. All addenda issued shall be incorporated into the contract awarded as a result of this RFP.

2.22 **Proprietary Information**
Proposals will be subject to public inspection in accordance with the California Public Records Act (CPRA). To protect proprietary information, if any, Respondent must clearly mark proprietary information as such, submit it in a separate sealed envelope and only reference it within the body of the proposal. Respondent should not include in the proposal.
any material that Respondent considers confidential but that does not meet CPRA disclosure exemption requirements. Respondent shall be responsible to defend and indemnify the County from any claims or liability to compel disclosure of any part of its proposal claimed to be exempt from disclosure.

2.23 Protests and Appeals Procedures
Refer to Exhibit E – Protest and Appeals Procedures.
SECTION 3.  STATEMENT OF WORK

3.1  Overview
It is the intent of the County to award all services specified herein to a single contractor. Individual costs and billings by a County Department are required, since various Departments are involved in accessing services and payments will be made from a number of individual accounts.

If your firm is capable of providing most services, but for some reason not all, you should bid on as many services as possible and indicate why you cannot provide the other services.

The County maintains the right, as it may deem necessary, to add or delete services to this contract, with only a thirty (30) day written notice, in order to accommodate any future County offered programs or as a result in the reduction in County funds. Requests for increase in services will be negotiated with the successful bidder based on the hourly rates provided herein.

3.2  Scope
A Job Order Contract is an indefinite quantity construction contract pursuant to which the Contractor may perform an ongoing series of individual Projects at different locations and facilities under the jurisdiction of the County. Job Order Contracting is typically used for small to medium sized repair and rehabilitation work, replacement in kind projects, and minor new construction.

The Contract Documents include a Construction Task Catalog® containing Pre-priced Tasks for construction work with preset Unit Prices. All Unit Prices are based on local labor, material and equipment costs and are for the direct cost of construction.

Bidders will bid six Adjustment Factors to be applied to the Unit Prices. See section 3.5 below.

A Contract(s) will be awarded to the lowest responsive, responsible bidder.

Thereafter, as work is identified, the Contractor will attend a Joint Scope Meeting with the County to review and discuss the proposed work. The County will prepare a Detailed Scope of Work and issue a Request for Job Order Proposal to the Contractor. The Contractor will then prepare a Job Order Proposal including a Price Proposal, construction schedule, list of proposed subcontractors, and other requested documentation.

The value of the Price Proposal shall be determined by summing the total of the following calculation for each Pre-priced Task: Unit Price x quantity x Adjustment Factor, plus the value of all Non-Pre-priced Tasks. The Job Order Price shall equal the value of the approved Price Proposal.

If the Job Order Proposal is found to be complete and accurate, the County may issue a Job Order to the Contractor.

A Job Order will reference the Detailed Scope of Work and set forth the Job Order Completion Time and the Job Order Price. The Contractor will be paid the Job Order Price for completing the Detailed Scope of Work within the Job Order Completion Time. Extra work, credits, and deletions will be contained in a Supplemental Job Order.
3.3 Contract Term
The Term of the Contract is one year. All Job Orders issued during any 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.

3.4 Contract Value
The Minimum Contract Value for each Contract is $25,000. The Contractor is guaranteed to receive the opportunity to perform Job Orders totaling at least $25,000. The Maximum Contract Value for each Contract is $5,700,000. The Contractor may be issued Job Orders up to the Maximum Contract Value. The Contractor is not guaranteed to receive the Maximum Contract Value. It is merely an estimate. The County has no obligation to give the Contractor the opportunity to perform Job Orders in excess of the Minimum Contract Value.

3.5 Adjustment Factors
There are six Adjustment Factors for this Contract. When preparing a Price Proposal, the Contractor shall select the appropriate Adjustment Factor.

The Adjustment Factors or Markup Rates are as follows:

a. Normal Working Hours Adjustment Factor (General Facilities):
   Monday through Friday 7:00 am to 4:00 pm except County holidays. (30%)

b. Other Than Normal Working Hours Adjustment Factor (General Facilities):
   Monday through Friday 4:01 pm to 6:59 am and all-day Saturday, Sunday and County holidays (10%)

c. Normal Working Hours Adjustment Factor (Secured Facilities):
   Monday through Friday 7:00 am to 4:00 pm except County holidays. (10%)

d. Other Than Normal Working Hours Adjustment Factor (Secured Facilities):
   Monday through Friday 4:01 pm to 6:59 am and all-day Saturday, Sunday and County holidays. (10%)

e. Normal Working Hours Adjustment Factor (OSHPD Facilities):
   Monday through Friday 7:00 am to 4:00 pm except County holidays. (20%)

f. Other Than Normal Working Hours Adjustment Factor (OSHPD Facilities):
   Monday through Friday 4:01 pm to 6:59 am and all-day Saturday, Sunday and County holidays. (10%)

g. Normal Working Hours Adjustment Factor:

The Other Than Normal Working Hours Adjustment Factor(s) must be equal to or greater than the Normal Working Hours Adjustment Factor(s).
For bid evaluation purposes only, the following work distributions shall be used to determine the Award Criteria Figure:

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<th>Adjustment Factor</th>
<th>% Weight (For Bid Evaluation Only)</th>
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<tr>
<td>Normal Working Hours (General Facilities)</td>
<td>30%</td>
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<tr>
<td>Other than Normal Working Hours (General Facilities)</td>
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<td>Normal Working Hours (Secured Facilities)</td>
<td>20%</td>
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<tr>
<td>Other than Normal Working Hours (Secured Facilities)</td>
<td>10%</td>
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<tr>
<td>Normal Working Hours (OSHPD Facilities)</td>
<td>20%</td>
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<tr>
<td>Other than Normal Working Hours (OSHPD Facilities)</td>
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</tbody>
</table>

All Unit Prices listed in the Construction Task Catalog® are priced at a net value of 1.0000. The Adjustment Factors or Markup Rates 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.

3.6 Performance Bond and Labor and Material Payment Bond
Prior to the award of the Contract(s), the Contractor(s) shall provide a Payment and a Performance Bond. Each bond shall have a penal sum equal to $1,000,000. If, at any time, the total value of outstanding Job Orders exceeds the penal sum of the Performance and Payment Bonds then in effect, the County may, at its discretion, require the Contractor to submit a new Performance and Payment Bond in the amount of $1,000,000 or the penal sum equal to such total value of outstanding Job Orders, whichever is greater.

3.7 JOC System License Fee
The County selected The Gordian Group’s (Gordian) Job Order Contracting (JOC) Solution for their JOC program. The Gordian JOC SolutionTM includes Gordian’s proprietary JOC Management Software, 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 SolutionTM. 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.
SECTION 4. STANDARD TERMS AND CONDITIONS

The following provisions are expected to form the basis for any contract between County and successful Contractor(s).

4.1 Purpose of Contract
The purpose of Contract is to establish the terms and conditions under which Contractor shall provide the services specified herein to County.

4.2 Term of Contract
It is the County’s intent to contract one year from the date of the board’s approval to award contracts.

4.3 Amendment
Amendment to or modification of the terms and conditions of Contract shall be effective only upon the mutual consent in writing by the parties hereto.

4.4 Termination
County reserves the right to terminate Contract, in whole or in part, at any time, for any reason, without penalty. County shall give Contractor thirty (30) days written notice prior to the effective date of termination.

4.5 Assignment
Contractor shall not assign Contract, or any interest herein, without the written consent of County. County reserves the right to approve Contractor’s assignee under whatever terms and conditions County may require. Contractor must provide County thirty (30) days written notice prior to sale of Contractor. County may elect to cancel Contract at that time. County may, at its sole discretion, permit the new Contractor to assume all existing Contract terms and conditions.

4.6 Licenses, Permits and Certifications
Contractor and Contractor’s employees shall possess all applicable licenses, permits and certifications required by Federal, State and/or County codes and regulations and shall provide such licenses, permits and certifications to County upon request.

4.7 Compliance with Laws
Contractor shall comply with all Federal, State and local rules, regulations and laws.

4.8 Acknowledgement
Contractor shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to Contractor.

4.9 Inclusion of Documents
The RFP, all addenda and the Proposal submitted in response to the RFP shall be become a part of any contract awarded as a result of the RFP.

4.10 Presentation of Claims
Presentation and processing of any or all claims arising out of or related to Contract shall be made in accordance with the provisions contained in Santa Cruz County Code Chapter 1.05, which by this reference is incorporated herein.
4.11 Off-Shore Outsourcing of Services
Contractor shall certify that all services performed on any purchase order or contract with County, either by Contractor or subcontractor(s) will be performed solely by workers within the United States.

4.12 Force Majeure
Contractor shall not be liable for any delays with respect to Contract due to causes beyond its reasonable control, such as acts of God, epidemics, war, terrorism or riots.

4.13 Severability
Should any part of Contract be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of Contract, which shall continue in full force and effect; provided that the remainder of Contract can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.

4.14 Controlling Law
Contract shall only be governed and construed in accordance with the laws of the State of California and the County, and the proper venue for legal action regarding Contract shall only be in the County of Santa Cruz.

4.15 Indemnity and Insurance Requirements
Contractor shall provide Certificates of Insurance for Liability, Automobile, and Workers’ Compensation to Purchasing before Contract is signed. Insurance as specified must remain in effect throughout the entire term of Contract. Refer to Exhibit H – Insurance Requirements and Certificates.

4.16 Default
a. In addition to its remedies under paragraph 4.4, County may, by written notice of default to Contractor, terminate Contract in whole or in part if Contractor fails to:
   1. Make delivery of the supplies or perform within the time specified herein or promised, or any extension thereof; or
   2. Perform any of the other provisions of Contract.
b. In the event County terminates Contract in whole or in part, as provided in paragraph 4.4, County may procure, upon such terms and in such manner as County deems appropriate, supplies, services or work similar to those so terminated, and Contractor shall be liable to County for any excess costs for such similar supplies, services or work; provided that Contractor shall continue the performance of Contract to the extent not terminated under the provisions provided herein. Contractor shall not be liable for any excess costs if the failure to perform Contract arises out of causes beyond the control and without the fault and negligence of Contractor.

4.17 Independent Contractor Status
a. Contractor and County have reviewed and considered the principal test and secondary factors below and agree that Contractor is an independent contractor and not an employee of County. Contractor is responsible for all insurance (workers’ compensation, unemployment, etc.) and all payroll related taxes. Contractor is not entitled to any employee benefits. County agrees that Contractor shall have the right to control the manner and means of accomplishing the result contracted for herein. It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors that indicate that Contractor is an independent contractor.
b. **Principal Test:**
   Contractor rather than County has the right to control the manner and means of accomplishing the result contracted for.

**Secondary Factors:**
   1. The extent of control which, by agreement, County may exercise over the details of the work is slight rather than substantial;
   2. Contractor is engaged in a distinct occupation or business;
   3. In the locality, the work to be done by Contractor is usually done by a specialist without supervision, rather than under the direction of an employer;
   4. The skill required in the particular occupation is substantial rather than slight;
   5. Contractor rather than the County supplies the instrumentalities, tools and work place;
   6. The length of time for which Contractor is engaged is of limited duration rather than indefinite;
   7. The method of payment of Contractor is by the job rather than by the time;
   8. The work is part of a special or permissive activity, program, or project, rather than part of the regular business of County;
   9. Contractor and County believe they are creating an independent contractor relationship not an employer-employee relationship;
   10. County conducts public business.

### 4.18 Equal Employment Opportunity

During and in relation to the performance of Contract, Contractor agrees as follows:

a. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

b. If Contract provides compensation in excess of $50,000 to Contractor and if Contractor employs fifteen (15) or more employees, the following requirements shall apply:
   1. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. In addition, Contractor shall make a good faith effort to consider Minority/Women/Disabled-Owned Business Enterprises in Contractor's solicitation of goods and services.
   2. Contractor may be declared ineligible for further agreements with County in the event of non-compliance with the non-discrimination clauses of Contract or with any of said rules, regulations or orders.
   3. Contractor shall cause the foregoing provisions of this subparagraph to be inserted in all subcontracts for any work covered under Contract by a subcontractor compensated more than $50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
4.19 Retention and Audit of Records
Contractor shall retain records pertinent to Contract for a period of not less than five (5) years after final payment under Contract or until a final audit report is accepted by County, whichever occurs first. Contractor hereby agrees to be subject to the examination and audit by the County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under Contract.

4.20 Data Security and Privacy – Protected Information
Contractor acknowledges that its performance of services or activities under Contract may involve access to confidential information including, but not limited to, personally-identifiable information, protected health information, or individual financial information (collectively, “Protected Information”) that is subject to Federal, State or other laws restricting the use and disclosure of such information. Contractor agrees to comply with all applicable Federal and State laws restricting the access, use and disclosure of Protected Information.

a. Contractor agrees to hold County’s Protected Information, and any information derived from such information, in strictest confidence. Contractor shall not access, use or disclose Protected Information except as permitted or required by Contract or as otherwise authorized in writing by County, or applicable laws.

b. Contractor agrees to protect the privacy and security of County’s Protected Information according to all applicable laws and regulations, by commercially-acceptable standards, and no less rigorously than it protects its own confidential information, but in no case less than reasonable care. Contractor shall implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of County’s Protected Information.

c. Within 30 days of the termination, cancellation, expiration or other conclusion of Contract, Contractor shall return the Protected Information to County unless County requests in writing that such data be destroyed. Contractor shall certify in writing to County that such return or destruction has been completed.

d. Contractor agrees to include the requirements contained in paragraphs 10.20(a) through 10.20(d) inclusive, in all subcontractor contracts providing services under Contract.
SECTION 5. OFFICIAL RFP FORM

The undersigned offers and agrees to furnish all work, materials, equipment or incidentals required to complete the services subject to this Request for the costs stated below and in conformance with all plans, specifications, requirements, conditions and instructions of County of Santa Cruz request for proposal #23P3-007. Complete the following requirements in your response:

1. Respondent/Primary Contact:

<table>
<thead>
<tr>
<th>Vendor Name:</th>
<th>Vendor Address:</th>
<th>Vendor Phone:</th>
<th>Vendor Website:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<table>
<thead>
<tr>
<th>Primary Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
</tr>
<tr>
<td>Title:</td>
</tr>
<tr>
<td>Phone:</td>
</tr>
<tr>
<td>Email Address:</td>
</tr>
</tbody>
</table>

The Bidder shall enter the Adjustment Factors in legible figures in the spaces provided below. Failure to enter all Adjustment Factors will result in the Bid being deemed non-responsive.

<table>
<thead>
<tr>
<th>Adjustment Factor Name</th>
<th>Adjustment Factor Bid</th>
<th>X Multiplier</th>
<th>=Extended Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Normal Working Hours Mark Up/Adjustment Factor in General Facilities</td>
<td>__. __ __ __ __</td>
<td>X 0.30</td>
<td>= . __ __ __ __</td>
</tr>
<tr>
<td>2. Other Than Normal Working Hours Mark Up/Adjustment Factor in General Facilities</td>
<td>__. __ __ __ __</td>
<td>X 0.10</td>
<td>= . __ __ __ __</td>
</tr>
<tr>
<td>3. Normal Working Hours Mark Up/Adjustment Factor in Secured Facilities</td>
<td>__. __ __ __ __</td>
<td>X 0.20</td>
<td>= . __ __ __ __</td>
</tr>
<tr>
<td>4. Other Than Normal Working Hours Mark Up/Adjustment Factor in Secured Facilities</td>
<td>__. __ __ __ __</td>
<td>X 0.10</td>
<td>= . __ __ __ __</td>
</tr>
<tr>
<td>5. Normal Working Hours Adjustment Mark Up/Factor in OSHPD Facilities</td>
<td>__. __ __ __ __</td>
<td>X 0.20</td>
<td>= . __ __ __ __</td>
</tr>
<tr>
<td>6. Other Than Normal Working Hours Mark Up/Adjustment Factor in OSHPD Facilities</td>
<td>__. __ __ __ __</td>
<td>X 0.10</td>
<td>= . __ __ __ __</td>
</tr>
</tbody>
</table>
### 7. Sum the Extended Total column.

The Sum is the Award Criteria Figure.

\[ \text{= } \_\_\_\_\_\_\_ \]

1. Mark Up/Adjustment Factors and extended totals should be rounded to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

2. The Other Than Normal Working Hours Mark Up/Adjustment Factor(s) must be greater than or equal to the Normal Working Hours Adjustment Factor.

3. The County reserves the right to correct arithmetic errors in the event of a discrepancy, the Mark Up/Adjustment Factors listed in the column titled “Adjustment Factor Bid” shall take precedence and be used to calculate the extended totals.

4. The weighted percentages (x multiplier) presented above are only for calculating the Award Criteria Figure. There is no guarantee that the work ordered will be consistent with the weighted percentages. The Award Criteria Figure is only used to compare bids. It is not used to prepare Price Proposals. When preparing Price Proposals, the Bidder shall use one or more of the Mark Up/Adjustment Factors written above.

#### Respondent shall include with Proposal:

- □ Letter of Transmittal with information regarding your company and a statement of qualifications to provide the services required.
- □ Services offered with complete description.
- □ Explain your approach toward satisfying the needs of this project.
- □ Provide cost for the proposed services.
- □ Provide resumes of project team that would be assigned to this project.
- □ Completed Exhibits A,B,D,E and F (Exhibit C is Not Used)
- □ Exhibit G, if applicable

Has the Respondent complied with all specifications, requirements, terms and conditions of this Proposal?

Yes ______ No ______

A “no” answer requires a detailed explanation giving reference to all deviations to be submitted on company letterhead in attachment form. All exceptions must reference the RFP paragraph and section number followed by an explanation.

If you are the successful Respondent, will you extend costs quoted to the County of Santa Cruz to other municipalities, districts or jurisdictions (political subdivisions)?

Yes ______ No ______

If discounts quoted herein are offered to other political subdivisions, additional delivery charges, if any, must be negotiated between that political subdivision and the Supplier.
I declare under penalty of perjury that I have not been a party with any other respondent to offer a fixed cost in conjunction with this Request for Proposal.

Executed in ______________________, California, on ______________________, 2023

SIGNATURE ______________________________ TITLE __________________________

PRINTED NAME OF PERSON WHO’S SIGNATURE APPEARS ______________________

NAME OF FIRM __________________________________________________________

ADDRESS ______________________ CITY __________ STATE____ ZIP ________

TELEPHONE ______________________ DATE __________________________

EMAIL ADDRESS _________________________________________________________
SECTION 6. EXHIBITS

Exhibit A

RESPONDENT FACT SHEET

Name of Contractor: __________________________________________________

Contractor Tax ID#: ______________________

Contractor operates and business is classified as:

___ Sole Proprietor  ___ Partnership  ___ Corporation

___ Government  ___ Fiduciary  ___ Other

Is Contractor:

Authorized to do business in California?    Y/N
A California-registered small business?    Y/N
A disabled-owned business?    Y/N
A women-owned business?    Y/N
A minority-owned business?    Y/N

Certified as a minority business by any public agency?    Y/N
If yes, name of agency: _______________________________________________

Name of certifying officer: ______________________ Phone #: ________________

A Disadvantaged Business Enterprise (DBE) according to the definitions on next page.

If yes, indicate composition of ownership below.

___% Disabled    ___% Women    ___% Black

___% Hispanic    ___% Asian American    ___% Native American

Contractor has been in continuous operation under the present business name for ___ years.

Contractor's annual sales volume is $_____________

Debarment/Suspension Information: Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

Yes* ___  No ___

*If Yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension below, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for which such debarment or suspension.

Name: _________________________________ Phone: ____________________________

Reason for debarment/suspension (use additional pages if needed):
STANDARD DEFINITIONS FOR MINORITY/WOMEN/DISABLED BUSINESS ENTERPRISE FOR THE PURPOSES OF SANTA CRUZ COUNTY CONTRACT COMPLIANCE PROCEDURES SHALL BE AS FOLLOWS:

1. A **Minority Business Enterprise** (MBE) is a small business owned and controlled by one or more minorities or women. Owned and controlled means that:

   a. at least 51 percent of the small business concern is owned and controlled by one or more minorities or women or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by one or more minorities or women; and

   b. whose management and daily business operations are controlled by one or more such individuals.

2. A **Women Business Enterprise** (WBE) is a small business, owned and controlled by one or more women. Owned and controlled means that:

   a. at least 51 percent of the small business concern is owned by one or more women; and

   b. whose management and daily business operations are controlled by one or more women who own it.

3. A **Disabled Owned Business Enterprise** (DOBE) is a small business owned and controlled by one or more disabled persons. Owned and controlled means that:

   a. at least 51 percent of the small business concern is owned by one or more disabled persons; and

   b. whose management and daily business operations are controlled by one or more disabled persons who own it.

NOTE: Certain projects conducted under state and federal oversight may have additional definitions and requirements.
Exhibit B
Customer References

Provide four (4) customer references for whom you have furnished similar services in size and nature. Customers within the County and public agencies are preferred.

1. Agency Name: ________________________________
   Agency Address: ________________________________
   Contact Name: ________________________________
   Contact Title: ________________________________
   Contact Phone: ________________________________
   Contact Email: ________________________________
   Service Type: ________________________________

2. Agency Name: ________________________________
   Agency Address: ________________________________
   Contact Name: ________________________________
   Contact Title: ________________________________
   Contact Phone: ________________________________
   Contact Email: ________________________________
   Service Type: ________________________________

3. Agency Name: ________________________________
   Agency Address: ________________________________
   Contact Name: ________________________________
   Contact Title: ________________________________
   Contact Phone: ________________________________
   Contact Email: ________________________________
   Service Type: ________________________________

4. Agency Name: ________________________________
   Agency Address: ________________________________
   Contact Name: ________________________________
   Contact Title: ________________________________
   Contact Phone: ________________________________
   Contact Email: ________________________________
   Service Type: ________________________________
Exhibit C
Non-Collusion Declaration

TO BE EXECUTED BY RESPONDENT AND SUBMITTED WITH Proposal

I, ________________________________________________, am the
(Name)
___________________________________ of _______________________________,
(Position/Title)                                                 (Company)
the party making the foregoing Proposal that the Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Proposal is genuine and not collusive or sham; that the respondent has not directly or indirectly induced or solicited any other respondent to put in a false or sham Proposal; and has not directly or indirectly colluded, conspired, connived, or agreed with any respondent or anyone else to put in a sham Proposal, or that anyone shall refrain from bidding; that the respondent has not in any manner directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the respondent or any other respondent, or to fix any overhead, profit, or cost element of the bid price, or of that of any other respondent, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the Proposal are true; and, further, that the respondent has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

____________________________  ________________________________
(Date)                       Signature of Authorized Representative

____________________________  ________________________________
Name of Bidder (Firm, Corp., Individual)  Title of Authorized Representative
Exhibit D
Protests and Appeals Procedures

1. **Protests to the General Services Director**
   Any actual or prospective bidder, offeror or Respondent who is allegedly aggrieved in connection with the solicitation or award of a permit, other than a bid protest, may protest to the General Services Director. The protest shall be submitted in writing to the General Services Director (Purchasing Agent) within five (5) working days after Respondents have been notified of the County Board of Supervisors approval of an award.

2. **Decision of the General Services Director**
   Following consultation with County Counsel, the General Services Director shall issue a written decision within ten (10) working days after receipt of the protest. The decision shall:
   (a) State the reason for the action taken;
   (b) Inform the protestant that a request for further administrative appeal of an adverse decision must be submitted in writing to the Clerk of the Board of Supervisors within seven (7) working days after receipt of the decision made by the General Services Director. However, if the underlying protested award is not subject to approval by the Board of Supervisors (contracts for services for up to $100,000), then the General Services Director’s decision shall be final.

3. **Protests and Appeals to the Board of Supervisors**
   (a) If permitted under Section 2(b) above, the decision of the General Services Director may be appealed to the Board of Supervisors.
   (b) Any actual or prospective bidder, offeror or Respondent who is allegedly aggrieved may protest a bid to the Board of Supervisors.

4. **Time Limits for Filing Protests and Appeals to the Board of Supervisors**
   Protests and appeals to the Board of Supervisors must be filed no later than ten (10) working days after the date of the decision being protested or appealed. The County shall be considered an interested party. When the appeal period ends on a day when the County offices are not open to the public for business, the time limits shall be extended to the next full working day.

5. **Content of Protest and Appeal; Stay of Award**
   Any appeal or protest shall be filed in writing with the Clerk of the Board of Supervisors and shall state, as appropriate, any of the following:
   - A determination or interpretation is not in accord with the purpose of these procedures or County Code;
   - There was an error or abuse of discretion;
   - The record includes inaccurate information; or
   - A decision is not supported by the record.
   In the event of a timely appeal before the Board of Supervisors under this Section, the County shall not proceed further with the solicitation or with the award of the permit until the appeal is resolved, unless the County Administrative Officer, in consultation with County Counsel, the General Services Director, and the using department, makes a written determination that the award of the permit without delay is necessary to protect a substantial interest of the County.
6. Protest and Appeal Procedure
   (a) Hearing Date. A hearing before the Board shall be scheduled within thirty (30) days of the County’s receipt of a protest or appeal unless the protestor and County both consent to a later date.
   (b) Notice and Public Hearing. The hearing shall be a public hearing. Notice shall be mailed or delivered to the protestor not later than ten (10) days before the scheduled hearing date.
   (c) Hearing. At the hearing, the Board shall review the record of the process or decision, and hear oral explanations from the protestor and any other interested party.
   (d) Decision and Notice. After the hearing, the Board shall affirm, modify or revise the original decision. When a decision is modified or reversed, the Board shall state the specific reasons for modification or reversal. The Clerk of the Board of Supervisors shall mail notice of the Board decision. Such notice shall be mailed to the protestor within five (5) working days after the date of the decision, and to any other party requesting such notice.
   (e) A decision by the Board shall become final on the date the decision is announced to the public.

________________________________________
Signature

________________________________________
Print Name

________________________________________
Date
Exhibit E
Insurance Requirements

Indemnity
In conjunction with work performed at County site, the Contractor shall exonerate, indemnify, defend, and hold harmless COUNTY (which shall include, without limitation, its officers, agents, employees and volunteers) from and against:

1. Any and all claims, demands, losses, damages, defense costs, other legal costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it at any time for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this Contract, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons. In addition, the Contractor shall hold the COUNTY, its officers, agents, and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used in connection with the contract or purchase order.

2. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Contract (including, without limitation, unemployment insurance, Social Security and payroll tax withholding).

Insurance
CONTRACTOR, at its sole cost and expense, for the full term of this Contract (and extensions thereof), shall obtain and maintain at minimum all of the following insurance coverage. Such insurance coverage shall be primary coverage as respect COUNTY and any insurance or self insurance maintained by COUNTY shall be excess of CONTRACTOR'S insurance coverage and shall not contribute to it.

1. Types of Insurance and Minimum Limits
   a) Worker's Compensation and Employer's Liability Insurance in conformance with the laws of the State of California.
   b) CONTRACTOR'S vehicles used in the performance of this Contract, including owned, non-owned (e.g. owned by CONTRACTOR'S employees), leased or hired vehicles, shall each be covered with Automobile Liability Insurance in the minimum amount of $500,000.00 combined single limit per accident for bodily injury and property damage.
   c) CONTRACTOR shall obtain and maintain Comprehensive General Liability Insurance coverage in the minimum amount of $1,000,000.00 combined single limit, including bodily injury, personal injury, and property damage. Such insurance coverage shall include, without limitation:
      (i) Contractual liability coverage adequate to meet the CONTRACTOR'S indemnification obligations under this Request;
      (ii) Full Personal Injury coverage;
      (iii) Broad form Property Damage coverage, and
      (iv) A cross liability clause in favor of COUNTY.

2. Other Insurance Provisions
   a) As to all insurance coverage required herein any deductible or self-insured retention exceeding $5,000.00 shall be disclosed to and be subject to written approval by COUNTY.
   b) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, CONTRACTOR shall maintain such insurance coverage for five years after expiration of the term (and any extensions) of this Contract.
   c) All required Automobile Liability Insurance, Comprehensive or Commercial General Liability Insurance or Professional Liability Insurance shall contain the following endorsement as a part of each policy: "The County of Santa Cruz is hereby added as an additional insured as respects the operations of the named insured."
d) All the insurance required herein shall contain the following clause: "It is agreed that these policies shall not be canceled nor the coverage reduced until thirty (30) days after the COUNTY shall have received written notice of such cancellation or reduction. The notice shall be deemed effective the date delivered to the COUNTY as evidenced by properly validated return receipt. Such notice shall be sent to: County of Santa Cruz, Auditor/Controller, 701 Ocean Street, Santa Cruz, CA 95060”.

e) Prospective CONTRACTOR agrees to provide COUNTY at or before the effective date of any award resulting from this Request for Proposal with a certificate of insurance of the coverage required.

f) If any insurance policy of Contractor required by these Contract Documents includes language conditioning the insurer’s legal obligation to defend or indemnify the County of Santa Cruz on the performance of any act(s) by the named insured, then said insurance policy, by endorsement, shall also name the County of Santa Cruz as a named insured. Notwithstanding the foregoing, both the Contractor and its insurers agree that by naming County of Santa Cruz as a named insured, the County of Santa Cruz may at its sole discretion, but is not obligated to, perform any act required by the named insured under said insurance policies.

g) Prospective CONTRACTOR shall do all things required to be performed by it pursuant to its insurance policies including but not limited to paying within five (5) work days, all deductibles and self-insured retentions (SIR) required to be paid under any insurance policy that may provide defense or indemnity coverage to County or any additional insured.

h) All required insurance policies shall be endorsed to contain the following clause: “This Insurance shall not be cancelled until after thirty (30) days prior written notice has been given to:

Santa Cruz County
Attention: General Services Department
701 Ocean Street, Room 330
Santa Cruz, CA 95060

CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance requirements and provide COUNTY on or before the effective date of this contract Certificates of Insurance for all required coverage.

All respondents will be required to furnish, at time of submittal of Request for Proposals, proof of the insurances stated herein, which will be incorporated in the final contract with the Contractor selected.

If you do not currently carry the type/limit of insurance stated herein, please submit your Proposal with any differences clearly noted. Indicate if you would be able to obtain the proposed insurance and, if so, indicate the dollar amount, if any, that your Proposal would be increased due to the cost of this insurance. Finally, please indicate any other problems you or your insurance carriers may have with the proposed insurance requirements and why.

It is recommended that you provide a copy of the insurance requirements to your insurance broker(s) for review. Should either you or your broker have questions regarding any of these provisions, contact County Risk Management at 831-454-2246.
Attachment 1

JOC SUPPLEMENTAL CONDITIONS AND PROCEDURE FOR ORDERING WORK

1. DEFINITIONS

1.1. **Adjustment Factor** - A competitively bid adjustment to be applied to the Unit Prices listed in the Construction Task Catalog®.

1.2. **Award Criteria Figure** - The sum of the extended totals as calculated in the on the Bid Form, which is used for the purposes of determining the lowest Bid.

1.3. **Base Term** - The initial period of the Contract and does not include any Option Terms.

1.4. **Construction Task Catalog®** - A comprehensive listing of construction related tasks together with a specific unit of measure and a published Unit Price.

1.5. **Detailed Scope of Work** - A document setting forth the work the Contractor is obligated to complete for a particular Job Order.

1.6. **Emergency Work Adjustment Factor** – Includes all hours in any facilities. Emergency work may be of little to no notice and price proposal may be required after work is performed.

1.7. **General Facilities** – Facilities that require no secured or OSHPD regulations or restrictions.

1.8. **Job Order** - A written order issued by the County requiring the Contractor to complete the Detailed Scope of Work within the Job Order Completion Time for the Job Order price. A project may consist of one or more Job Orders.

1.9. **Job Order Completion Time** - The time within which the Contractor must complete the Detailed Scope of Work.

1.10. **Job Order Price** - The value of the approved Price Proposal and the amount the Contractor will be paid for completing the Detailed Scope of Work within the Job Order Completion Time.

1.11. **Job Order Proposal** - A set of documents including: (a) Price Proposal; (b) construction schedule; (c) list of proposed subcontractors; and (d) other requested documents.

1.12. **Joint Scope Meeting** - A meeting at the site to discuss the work to be performed before the Detailed Scope of Work is finalized.

1.13. **Maximum Contract Value** - The maximum value of Job Orders that the Contractor may receive under this Contract.

1.14. **Minimum Contract Value** – The minimum value of Job Orders that the Respondent has the opportunity to perform under this Contract. Multiple Job Orders may equal the Minimum Contract Value.

1.15. **Non-Prepriced Task** - A task that is not set forth in the Construction Task Catalog®.
1.16. **Normal Working Hours in General Facilities** - Includes the hours from 7:00 a.m. to 6:00 p.m. Monday through Friday, except for County holidays in Facilities designated by the County as General.

1.17. **Normal Working Hours in General Facilities** - Includes the hours from 7:00 a.m. to 6:00 p.m. Monday through Friday, except for County holidays in Facilities designated by the County as General.

1.18. **Normal Working Hours in OSHPD Facilities** - Includes the hours from 7:00 a.m. to 6:00 p.m. Monday through Friday, except for County holidays in Facilities designated by the County as OSHPD.

1.19. **Other Than Normal Working Hours OSHPD Facilities** - Includes the hours of 6:01 p.m. to 6:59 a.m. Monday through Friday and all day Saturday, Sunday, and County holidays in Facilities designated by the County as OSHPD.

1.20. **Normal Working Hours in Secured Facilities** - Includes the hours from 7:00 a.m. to 6:00 p.m. Monday through Friday, except for County holidays in Facilities designated by the County as Secured.

1.21. **Other Than Normal Working Hours Secured Facilities** - Includes the hours of 6:01 p.m. to 6:59 a.m. Monday through Friday and all day Saturday, Sunday, and County holidays in Facilities designated by the County as Secured.

1.22. **Option Term** - An additional period of time beyond the Contract Term which extends the termination date of the Contract.

1.23. **OSHPD Facilities** – Office of Statewide Health Planning and Development. Facilities deemed as Heath Planning by the County. These facilities may require special entry requirements.

1.24. **Prepriced Task** - A task set forth in the Construction Task Catalog®, which includes a description of the task, a unit of measure, and a unit price.

1.25. **Price Proposal** - A document prepared by the Contractor that includes Prepriced Tasks, quantities, appropriate Adjustment Factors, and Non-Prepriced Tasks required to complete the Detailed Scope of Work.

1.26. **Project** - The collective improvements to be constructed by the Contractor pursuant to a Job Order or a series of related Job Orders.

1.27. **Request for Job Order Proposal** - A written request to the Contractor to prepare a Job Order Proposal for the Detailed Scope of Work referenced therein.

1.28. **Secured Facilities** – Facilities requiring background checks, tool inventory, special oversight and any other restricted entry requirements.

1.29. **Supplemental Job Order** - A secondary Job Order developed after the initial Job Order has been issued to change, delete, or add work to the initial Detailed Scope of Work, or to change the Job Order Completion Time.

1.30. **Technical Specifications** - The written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.
1.31. **Unit Price** - The unit price published in the Construction Task Catalog® for a Prepriced Task.

2. **CONTRACTOR SELECTION**

2.1. The County may award an individual Project to any contractor. The County will select the contractor in accordance with the established procedures and based on one or more of the following criteria:

2.1.1. Rotational selection among all contractors, unless otherwise determined by the County.

2.1.2. Contractor’s experience with similar type work, project size, construction management challenges, construction schedule, etc.

2.1.3. Contractor’s performance in developing Job Orders and completing Projects.

2.1.4. Balancing Job Order volume among contractors.

2.1.5. Limitations posed by bonding capacity of the contractors.

2.1.6. Price, as determined by the Adjustment Factors of the contractors.

2.1.7. Other appropriate criteria as deemed in the best interest of the County.

3. **PROCEDURE FOR ORDERING WORK**

3.1. **CONDUCT THE JOINT SCOPE MEETING**

3.1.1. As the need exists, the County will notify the Contractor of a potential Project and schedule a Joint Scope Meeting.

3.1.2. The Contractor does not have the right to refuse to perform any Project, Prepriced Task, or Non-Prepriced Task.

3.1.3. The Contractor shall attend the Joint Scope Meeting and discuss, at a minimum, the following items:

3.1.3.1. The work to be performed

3.1.3.2. Presence of hazardous materials

3.1.3.3. Job Order specific Insurance (if any)

3.1.3.4. Required permits – including drawings for permits

3.1.3.5. Long lead time materials

3.1.3.6. Protocol for workers entering the site

3.1.3.7. Staging area and areas that are off-limits

3.1.3.8. Construction schedule and work hours – with critical milestones and phasing requirements
3.1.3.9. Controlled inspections, testing requirements
3.1.3.10. Value Engineering suggestions
3.1.3.11. Organization of Price Proposal – by location, by corner, etc.
3.1.3.12. Due Date for Detailed Scope of Work and for Price Proposal

4. PREPARE THE DETAILED SCOPE OF WORK

4.1. After the Joint Scope Meeting, the County will prepare a draft Detailed Scope of Work which will reference any drawings, specifications, sketches, photographs and other documents required to accurately describe the work to be performed. The Contractor shall review the Detailed Scope of Work and request any required changes or modifications. When an acceptable Detailed Scope of Work has been prepared, the County will issue a Request for Job Order Proposal that will require the Contractor to prepare a Job Order Proposal. The Detailed Scope of Work, unless modified by both the Contractor and the County, will be the basis on which the Contractor will develop its Job Order Proposal and the County will evaluate the same.

4.2. The County may, at its option, include quantities in the Detailed Scope of Work if it helps to define the Detailed Scope of Work, if the actual quantities required are not known or cannot be determined at the time the Detailed Scope of Work is prepared, if the Contractor and the County cannot agree on the quantities required, or for any other reason as determined by the County. In all such cases, the County shall issue a Supplemental Job Order adjusting the quantities appearing in the Detailed Scope of Work to the actual quantities.

4.3. If the Contractor requires additional information to clarify the Detailed Scope of Work before preparing the Job Order Proposal, the Contractor will make such request quickly so that the Job Order Proposal can be submitted on time.

5. PREPARE THE JOB ORDER PROPOSAL

5.1. The Contractor will prepare a Job Order Proposal including:

5.1.1. Price Proposal;
5.1.2. Support documentation for Non-Prepriced Tasks;
5.1.3. Construction Schedule;
5.1.4. List of anticipated Subcontractors including MBE/WBE, local or other Certifications as requested by County;
5.1.5. Other requested documents.

5.2. The Contractor will prepare Price Proposals in accordance with the following:

5.2.1. **Prepriced Task:** The Contractor shall select the appropriate Prepriced Tasks, enter the accurate quantities, and select the appropriate Adjustment Factor to be used for each such Prepriced Task. The Contractor shall use the Adjustment Factors in effect on the date the Price Proposal is due, even
though the Job Order may be issued after the Adjustment Factors have been updated.

5.2.2. Non Pre-priced Task:

5.2.2.1. If the Contractor will perform the work with its own forces, it shall submit three independent quotes for all material to be installed and shall, to the extent possible, use Prepriced Tasks for labor and equipment from the Construction Task Catalog®. If the work is to be subcontracted, the Contractor shall submit three independent quotes from subcontractors. The Contractor shall not submit a quote from any subcontractor or materialman that the Contractor is not prepared to use. The County may require additional quotes if the subcontractors are not acceptable or if the prices are not reasonable. If three quotes cannot be obtained, the Contractor shall provide the County with a written explanation. If the explanation is accepted by the County, the Contractor may provide less than three (3) quotes.

5.2.2.2. Information submitted in support of Non-Prepriced Tasks may include catalog cuts, technical data, drawings, or other information as required.

5.2.2.3. The final price submitted for Non-Prepriced Tasks shall be according to the following formula:

For Non-Prepriced Tasks Performed with Contractor’s own forces:

\[ A = \text{The hourly rate for each trade classification not in the Construction Task Catalog\textsuperscript{®} supported by three quotes, multiplied by the quantity;} \]

\[ B = \text{The hourly, weekly, or monthly rate for each piece of equipment not in the Construction Task Catalog\textsuperscript{®} supported by three quotes, multiplied by the quantity;} \]

\[ C = \text{Lowest of three independent quotes for all materials.} \]

Total for Non-Prepriced Tasks performed with Contractor’s own forces = \((A+B+C) \times \text{appropriate Normal Working Hours Task Adjustment Factor}\)

For Non-Prepriced Tasks Performed by subcontractors:

If the Non-Prepriced Task will be subcontracted, the Contractor must submit three (3) independent quotes for the work.

\[ D = \text{Lowest of three (3) subcontractor quotes} \]

Total for Non-Prepriced Tasks performed by subcontractors = \(D \times \text{appropriate Normal Working Hours Adjustment Factor}\)
5.2.2.4. After the cost for a Non Prepriced Task has been approved, the County may determine that such cost shall be fixed for all future Price Proposals and will not require subcontractor quotes for price determination. The County reserves the right to request the Contractor provide current quotes for any Non Prepriced Task approved previously.

5.2.2.5. The value of the Price Proposal shall be calculated by summing the total of the calculations for each Prepriced Tasks (Unit Price x quantity x Adjustment Factor) plus the value of all Non Pre-priced Tasks.

5.3. Whenever, because of trade jurisdiction rules or small quantities, the cost of a Prepriced Task is less than the actual cost of the labor and material to perform such Prepriced Task, the County may permit the Contractor to be paid for such Prepriced Task as a Non-Prepriced Task or use Prepriced Tasks for labor and the material component pricing of the Prepriced Task to cover the actual costs incurred. Provided, however, that there is no other work for that trade on the Project or the other work for that trade cannot be scheduled at the same time and the actual cost does not exceed $1,000.

5.4. Contractor shall make the necessary arrangements for and obtain all filings and permits required to perform the Detailed Scope of Work, including the preparation of all drawings, sketches, calculations and other documents and information that may be required therefor. If the Contractor is required to pay an application fee for filing a Project, a fee to obtain a building permit, or any other permit fee to the City, State or some other governmental or regulatory agency, then the amount of such fee paid by the Contractor for which a receipt is obtained shall be treated as a reimbursable task to be paid without mark-up.

5.5. Incidental Engineering and Architectural Services. Incidental engineering and architectural services include project layout drawings, sketches, shop drawings, as-built drawings, professional services by an engineer or architect taking less than four hours, and safety plans. If the Contractor is required to provide drawings stamped by a professional engineer or architect, then the Contractor will be paid through the reimbursable task included in the Price Proposal.

5.6. The Contractor's Job Order Proposal shall be submitted by the date set forth in the Request for Job Order Proposal.

5.7. The amount of time allowed for the Contractor to prepare the Job Order Proposal will depend on the complexity of the Detailed Scope of Work and on the date by which the County requires the Detailed Scope of Work to be completed. Generally, the Contractor will be allowed between seven (7) and fourteen (14) calendar days to prepare the Job Order Proposal. For complex Projects or Projects requiring engineering and architectural services to be completed before a Job Order Proposal can be prepared, the amount of time allowed will be increased.

5.8. If the Contractor requires clarifications or additional information regarding the Detailed Scope of work in order to prepare the Job Order Proposal, the request must be submitted so that the submittal of the Job Order Proposal is not delayed.

5.9. In emergency situations and minor maintenance and repair Job Orders requiring an immediate response, the Job Order Proposal may be required in less than seven
(7) calendar days, or, as described below, the Contractor may be directed to begin
work immediately with the paperwork to follow. All immediate response situations
shall follow the County’s prescribed process.

5.10. In the event an immediate response is necessary, the Contractor shall be required
to follow alternative procedures as established by the County. The Contractor shall
begin work as directed notwithstanding the absence of a fully developed Detailed
Scope of Work, Request for Job Order Proposal, or Job Order. The Contractor shall
be compensated for such work as if the work had been ordered under the standard
procedures to develop a Job Order.

5.11. For purposes of Using the Construction Task Catalog®, the project site is defined as
the exterior perimeter of a building. For work not performed in a building, the project
site is defined as the limits of the work area.

6. REVIEW THE JOB ORDER PROPOSAL

6.1. The County will review the Job Order Proposal.

6.2. All incomplete Job Order Proposals shall be rejected.

6.3. The County will review the Price Proposal to determine the accuracy of the
Prepriced Tasks, quantities, Adjustment Factors, and Non-Prepriced Tasks.

6.4. By submitting a Job Order Proposal to the County, the Contractor is offering to
complete the Detailed Scope of Work within the proposed construction schedule for
the value of the Price Proposal.

6.5. It is the Contractor's responsibility to include the necessary Prepriced Tasks and
Non-Prepriced Tasks, accurate quantities, and correct Adjustment Factors in the
Price Proposal prior to delivering it to the County.

7. ISSUE THE JOB ORDER

7.1. If the Job Order Proposal is found to be complete and accurate, the County may
issue a Job Order to the Contractor.

7.2. The Job Order signed by the County and delivered to the Contractor constitutes the
County's acceptance of the Contractor's Job Order Proposal.

7.3. 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 the value
of the approved Price Proposal.

7.4. All clauses of this Contract shall apply to each Job Order.

7.5. The Contractor will be paid the Job Order Price for completing the Detailed Scope
of Work within the Job Order Completion Time.

7.6. The County, without invalidating the Job Order, may order changes in the Detailed
Scope of Work by adding to, changing, or deleting from the Detailed Scope of Work,
by issuing a Supplemental Job Order. All Supplemental Job Orders shall be
developed in accordance with these procedures for ordering work.
7.7. The County may decide not to issue a Job Order under development, may decide to cancel a Job Order or any portion of a Job Order, or cancel a Project or any portion of a Project, for any reason. In such case, the Contractor shall not recover any costs arising out of or related to the development of the Job Order including but not limited to attending the Joint Scope Meeting, preparing or reviewing the Detailed Scope of Work, preparing a Job Order Proposal (including incidental architectural and engineering services), subcontractor costs, or reviewing the Job Order Proposal with the County. The County may perform such work by other means.

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

8. CHANGES IN THE WORK

8.1. The County, without invalidating the Job Order, may order changes in the Detailed Scope of Work by adding to, changing, or deleting from the Detailed Scope of Work, by issuing a Supplemental Job Order.

8.2. All Supplemental Job Orders shall be developed and priced in accordance with the Procedures for Developing All Job Orders

8.3. Price Proposals for Supplemental Job Orders shall include credits for deleted Prepriced Tasks and Non Pre-priced Tasks. Deleted tasks shall result in a credit equal to 100% of the value at which those tasks were included in the original Price Proposal.

9. LIQUIDATED DAMAGES

9.1. Time is the essence in this Contract. At the sole discretion of the County, liquidated damages will be assessed, if at all, on a Job Order-by-Job-Order basis. It is agreed by the parties to this Contract that in case all the work called for under the Contract in all parts and requirements is not finished or completed within the number of calendar days as set forth, damage will be sustained by the County, and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the County will sustain in the event of and by reason of such delay. For each calendar day that the Detailed Scope of Work for a Job Order shall remain incomplete after the Job Order Completion Time, as amended pursuant to this Contract, the amount per calendar day specified in following table, Schedule of Liquidated Damages, will be deducted from any money due the Contractor, not as a penalty but as liquidated damages. The Contractor agrees to pay said liquidated damages herein provided for.

<table>
<thead>
<tr>
<th>Value of Job Order</th>
<th>Liquidated Damages</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0 to $10,000</td>
<td>$100/Day</td>
</tr>
<tr>
<td>$10,001 to $50,000</td>
<td>$250/Day</td>
</tr>
<tr>
<td>Over $50,000</td>
<td>$500/Day</td>
</tr>
</tbody>
</table>
10. KEY PERSONNEL

10.1. The Contractor shall assign a full-time person as its representative for this Contract. This person shall be acceptable to the County and shall have a cell phone at which they can be reached at all times.

10.2. The Contractor shall also have at all times an Office Manager and a Superintendent assigned to this Contract. Additional staff will be provided depending on the volume of work. For each Job Order issued, the Contractor shall identify the Superintendent responsible for that Job Order. The Superintendent shall be reachable 24 hours a day, seven (7) days a week. If the named Superintendent is not available because of illness or vacation or the like, the Contractor shall notify the County of a substitute Superintendent. **At all times, the Contractor shall provide at least one (1) Superintendent for every four (4) Job Orders.** Whenever, in the sole discretion of the County, the Contractor is not providing a sufficient level of supervision, the County may direct the Contractor to increase the level of supervision for any or all projects, including but not limited to the right to direct the Contractor to assign a full time, dedicated Superintendent for any project; submit daily management, inspection, activity, and planning reports; substitute subcontractors; submit daily photographs of the work in place and the work areas prepared for the next day’s work; and develop a site specific quality control program, all at no cost to the County.

11. LICENSE REQUIREMENTS

11.1. The Contractor and its subcontractors must obtain and maintain as current all licenses required by state or local laws, codes, regulations or rules. The Contractor shall upon request at any time during the term of this Contract submit to the County evidence that it and its subcontractors hold the required licenses.

12. SELF-PERFORMANCE

12.1. The Contractor shall perform with its own organization and forces not less than 30% of the total amount of labor hours performed at the Project Site through the working foreperson level. **Note:** The County has determined that the percentage of self-performance is a critical performance criteria. As such, failure to achieve or exceed the self-performance requirements will constitute a reason to terminate the Contract. As requested, the Contractor shall provide a report to the County showing the amount of self-performance achieved by project and total accumulative amount. The self-performance percentage calculation does not include field superintendents or office management personnel.

13. AS-BUILT DRAWINGS

13.1. If the Contractor is provided, or prepares, drawings as part of the Detailed Scope of Work, then as the Detailed Scope of Work progresses the Contractor shall keep a complete and accurate record of changes to, and deviations from, such drawings. The As-Built Drawings will be created in the same medium (paper, electronic) in which they were originally prepared.

14. JOB ORDER CONTRACTING SOFTWARE AND SYSTEM LICENSE

14.1. The County selected The Gordian Group’s (Gordian) Job Order Contracting (JOC) System for their JOC program. The Gordian JOC Solution™ includes Gordian’s proprietary JOC Management Software, 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, 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 (License Fee) on all Job Orders issued to obtain access to the Gordian JOC Solution™. The License Fee is to be included in the Contractor’s Adjustment Factors.

15. ORDER OF PRECEDENCE

Any inconsistency in Contract Documents shall be resolved by giving precedence in the following order:

15.1. Contract Modifications (later takes precedence over earlier)

15.2. Contractor Agreement

15.3. Addenda (later takes precedence over earlier)

15.4. JOC Supplemental Conditions

15.5. Job Orders (including Detailed Scopes of Work, Job Order Proposals, and any Supplemental Job Orders)

15.6. Invitation for Bid

15.7. General Terms and Conditions

15.8. The Construction Task Catalog®

15.9. Technical Specifications

16. MATERIAL PRICE SPIKE ADJUSTMENT

16.1. For the purpose of this clause, a “major spike” is defined as a spike in a specific material cost of more than 25% above what the cost of that material was on the date the Construction Task Catalog® was issued.

16.2. In the event a major spike occurs in a specific material cost, the Contractor may submit a request for a price modification to a Unit Price or individual Job Order. In order to initiate such a request, the Contractor shall:

   a) identify the specific material that has experienced a major spike,
   b) identify Pre-priced Task(s) or Job Orders that require the material experiencing a major spike, and
   c) demonstrate that the spike exists by submitting a minimum of three quotes on material supplier letterhead to show that the current price meets the “major spike” definition above.
16.3. The County, after review of a request, may elect to adjust the Unit Price or Job Order by considering it a NPP item. The adjustment will be for the difference between the material cost at the time the Construction Task Catalog® was issued times the quantity stated in the Job Order. The adjustment will not include any other markup, and the NPP adjustment factor will not apply. The County, at its option, may also determine that a drastic decrease in a material cost warrants the same NPP adjustment downward in the Unit Price or a Job Order.

END OF CONTRACT TERMS AND CONDITIONS