

JOC SUPPLEMENTAL CONDITIONS
MIDLAND COUNTY

TABLE OF CONTENTS

PART ONE: JOC INSTRUCTIONS TO VENDORS..... 2

PART TWO: RFP SUBMISSION REQUIREMENTS..... 7

PART THREE: RFP EVALUATION CRITERIA 10

PART FOUR: JOC PROCEDURE FOR ORDERING WORK..... 11

PART FIVE: ADDITIONAL JOC SPECIFIC PROVISIONS 16

PART SIX: ATTACHMENTS TO BE SUBMITTED WITH THE PROPOSAL 17

 Attachment A – Company Profile..... 19

 Attachment B – Comparable Construction Experience, Less than \$50,000..... 22

 Attachment C – Comparable Construction Experience, Between \$50,001 and \$250,000 23

 Attachment D – Comparable Construction Experience, Between \$250,000 and \$500,000 24

 Attachment E – Comparable Construction Experience, Between \$250,000 and \$500,000..... 25

 Attachment F – Key Personnel, Project Manager 26

 Attachment G – Key Personnel, General Field Superintendent 27

 Attachment H – Schedule of Prices (Adjustment Factors) 28

PART ONE: JOC INSTRUCTIONS TO VENDORS

1. JOC SPECIFIC DEFINITIONS

- 1.1. **Adjustment Factor** - A competitively bid adjustment to be applied to the Unit Prices listed in the Construction Task Catalog®.
- 1.2. **Base Term** – The initial period of the Contract and does not include any Option Terms.
- 1.3. **Construction Task Catalog®** - A published list of Prepriced Tasks.
- 1.4. **Detailed Scope of Work** - A document setting forth the work the Contractor is obligated to complete for a particular Job Order. It will often be in the form of an attachment or appendix.
- 1.5. **Job Order** - A written order issued by Midland 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.
- 1.6. **Job Order Completion Date** - The date by which the Contractor must complete the Detailed Scope of Work.
- 1.7. **Job Order Completion Time** - The time within which the Contractor must complete the Detailed Scope of Work.
- 1.8. **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.
- 1.9. **Job Order Proposal** - A set of documents including: (a) Price Proposal; (b) construction schedule; (c) list of proposed subcontractors; and (d) other requested documents.
- 1.10. **Joint Scope Meeting** - A meeting at the site to discuss the work to be performed before the Detailed Scope of Work is finalized.
- 1.11. **Non-Prepriced Task** - A task that is not set forth in the Construction Task Catalog®.
- 1.12. **Normal Working Hours** - Includes the hours from 8:00 a.m. to 5:00 p.m. Monday through Friday, except for Midland County holidays.
- 1.13. **Option Term** – An additional period of time beyond the Contract Term which extends the termination date of the Contract.
- 1.14. **Other Than Normal Working Hours** - Includes the hours of 5:01 p.m. to 7:59 a.m. Monday through Friday and all day Saturday, Sunday, and Midland County Holidays.
- 1.15. **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.
- 1.16. **Price Proposal** - A price proposal prepared by the Contractor that includes Prepriced Tasks, quantities, appropriate Adjustment Factors, and Non-Prepriced Tasks required to complete the Detailed Scope of Work.

JOC SUPPLEMENTAL CONDITIONS

- 1.17. **Project** - The collective improvements to be constructed by the Contractor pursuant to a Job Order or a series of related Job Orders.
- 1.18. **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.
- 1.19. **Secure Areas** - Secure Areas are generally Owner facilities that require security clearances and tool check-in procedures. The Secure Area Adjustment Factor will only be used for these facilities and only in occupied facilities where described security procedures are required.
- 1.20. **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.
- 1.21. **Unit Price** - The unit price published in the Construction Task Catalog[®] for a Prepriced Task.

2. CONTRACT OVERVIEW:

A Job Order Contract is an indefinite quantity construction contract pursuant to which the Contractor may perform an ongoing series of individual general construction projects at different locations and facilities under the jurisdiction of Midland County ("County"). **The County intends to award separate Job Order Contracts for the following trades: General Construction, HVAC, Electrical, Plumbing, and Paving. Midland County intends to utilize JOC primarily for work related to the repair and rehabilitation of various public County buildings and facilities (including the Midland County Jail and Midland Juvenile Detention Center) located in Midland County and surrounding counties.** However, Midland reserves the right to have the Contractor work on any facility or location under the jurisdiction of Midland County. Job Order Contracting is typically used for small to medium sized repair and rehabilitation work and replacement in kind projects. Work Midland County intends to use Job Order Contracting includes, but is not limited to, repair and renovations to offices, common areas, mechanical and electrical upgrades, roofing, and exterior envelope work.

The Contract Documents include a Construction Task Catalog[®] containing Prepriced 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.

Vendors will bid two (2) SETS of Adjustment Factors to be applied to the Unit Prices. The FIRST set of Adjustment Factors will be for performing work in NON-SECURE AREAS during Normal Working Hours and a second Adjustment Factor for performing work during Other Than Normal Working Hours. The SECOND set of Adjustment Factors will be for performing work in SECURE AREAS during Normal Working Hours and a second Adjustment Factor for performing work during Other Than Normal Working Hours. The same two Adjustment Factors apply to every Prepriced Task in the Construction Task Catalog[®].

It is the intent of Midland County to award multiple Job Order Contracts to the Vendors offering the best value to Midland County in terms of technical qualifications and price.

Thereafter, as work is identified, the Contractor will attend a Joint Scope Meeting with Midland County to review and discuss the proposed work. Midland 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 Prepriced Task: Unit Price x quantity x Adjustment Factor, plus the value of all Non-Prepriced Tasks. The Job Order Price shall equal the value of the approved Price Proposal.

JOC SUPPLEMENTAL CONDITIONS

If the Job Order Proposal is found to be complete and accurate, Midland 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. CONTRACT TERM:

The Base Term of the Contract is for a period of two (2) years. The Contract has three (3) bilateral Option Terms. Both parties must agree to extend the Contract for the Option Term. The duration of the Option Term 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. Job Order Contracting is an indefinite quantity Contract in which the Contractor is not guaranteed any Work. As the need exists, Midland County may issue Job Orders to performing Contractors.

4. CONTRACT VALUE:

The Minimum Contract Value for this Contract is \$0. The Contractor is not guaranteed to receive the opportunity to perform any Job Orders.

This Contract is an indefinite-quantity contract for construction work and services. The Estimated Annual Value for this Contract is **\$500,000**. The Contractor may be issued Job Orders up to or exceeding the Estimated Annual Value.

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

6. CONTRACTORS OPTION TO WITHDRAW:

The Contractor may withdraw from the Contract: (1) on the first anniversary of the Contract; or (2) at the expiration of any Option Term.

In the event the Contractor elects to withdraw from the Contract, it must provide to Midland County 90 days written notice of its intent to withdraw.

Exercising an option to withdraw shall not relieve either party from its obligations with respect to Job Orders issued prior to such withdrawal.

7. BOND PER JOB ORDER

If required for a Job Order, the Contractor shall provide a payment and performance bond(s) in an amount equal to the Job Order Price **for all Job Orders valued over \$50,000**. Contractor shall supply such bonds within 7 days after receiving a request for such bonds. The bonds shall be identical in all respects to the form of bonds approved by Owner with no variations, additions, or deletions. The Contractor shall be compensated for the cost of the bonds up to 2% of the Job Order Price through the reimbursable work task in the Construction Task Catalog®. The Contractor shall submit documentation, acceptable to the Owner, establishing the cost of the bonds.

8. LICENSE REQUIREMENTS:

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.

9. JOC LICENSE FEE:

Midland 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 Midland County. **To obtain access to the Gordian JOC Solution™, the Contractor shall be required to execute Gordian's JOC System License and Fee Agreement and pay a 6.25% JOC System License Fee on all Projects procured by Midland County.** 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.

PART TWO: RFP SUBMISSION REQUIREMENTS

In addition to the submittal requirements specified in the Request for Job Order Proposal, Vendors shall prepare and submit the following as part of the Proposal Submission.

1. Cover Letter:

A cover letter must be signed by an authorized representative of the Vendor. The cover letter must contain commitments: 1) to the firm’s ability to provide the services described in the Contract Documents, 2) to ensure sufficient staffing capacity to procure individual projects through the issuance of the Job Order and to manage construction through project close-out, and 3) to quick resolution of any procurement or construction related issues negatively impacting the performance of the Work.

2. Company Profile:

2.1. **Minimum Qualifications:** All Vendors are required to :

- 2.1.1. Not have suspensions or disbarments;
- 2.1.2. Not be disqualified from bidding public work contracts;
- 2.1.3. Have been in business, under the firm’s present name, for a minimum of five (5) consecutive years;
- 2.1.4. Hold a valid and current General Contractor or Trade License (*as applicable per Trade*);

Locally Based – firms locally based in Midland-Odessa and Permian Basin are preferred but not required; in accordance with “Buy the Basin” program initiated by Midland and Odessa Chambers of Commerce

Complete **ATTACHMENT A** and attach a letter from the Vendor’s insurance company, on the insurance carrier’s letterhead, stating the Vendor’s Experience Modification Rate (EMR) for the past three calendar years: 2020, 2019, and 2018. If, during any year, the EMR is greater than 1.0, attach an explanation as to why the EMR is greater than 1.0 and steps taken to reduce the EMR.

3. Comparable Construction and Trade Experience:

Midland County is seeking to obtain the services of experienced construction contractors with work experience similar to the type of work the County may procure with JOC. **Prime Contracting or Joint Venture experience with public agency procurement is preferred.** If necessary, use an additional sheet to describe this project, clearly indicating the scope of work for which you were responsible. Additional sheets containing more information about the project and/or pictures are not required but may be submitted at the Vendor's discretion. Submit projects that have achieved final acceptance after January 1, 2016. Vendors with less experience will be considered but will be scored accordingly.

- 3.1. Five (5) repair or rehabilitation projects whose final value including change orders is equal to or less than \$50,000. Complete **ATTACHMENT B** for each Project under this category.
- 3.2. Five (5) repair or rehabilitation projects whose final value including change orders is between \$50,000.01 and \$250,000. Complete **ATTACHMENT C** for each Project under this category.
- 3.3. Five (5) repair or rehabilitation projects whose final value including change orders is between \$250,000.01 and \$500,000.00. Complete **ATTACHMENT D** for each Project under this category.
- 3.4. Five (5) repair or rehabilitation projects whose final value including change orders is between greater than \$500,000.00. Complete **ATTACHMENT E** for each Project under this category.

4. Key Personnel Assigned to the Contract:

JOC SUPPLEMENTAL CONDITIONS

Midland County is seeking to have the Contract administered by personnel with extensive construction experience. For each position below, complete the appropriate attachment **and** attach a resume.

- 4.1. **Project Manager(s):** Complete **ATTACHMENT F** **and** attach a resume for the proposed Project Manager proposed.
- 4.2. **General Field Superintendent(s):** Complete **ATTACHMENT G** **and** attach a resume for the proposed General Field Superintendent proposed.
- 4.3. If proposing the above key personnel is currently assigned as the key personnel on any other active Job Order Contracts, regardless of agency, **attach an additional narrative** describing how the key personnel above will administer the Midland County Contract in conjunction with the other Contracts on which they are designated as the Key Personnel.
- 4.4. In addition to identifying the Key Personnel assigned to the Contract above, **insert a narrative** detailing the Vendor's staffing plan for administering the Contract and providing high quality service to Midland County. Be specific in regards to the Vendor's ability to assign additional staff if the volume of work requires it.
- 4.5. The key personnel submitted with the Proposal shall be assigned for the full duration of the Contract. The Contractor must obtain Midland County's prior approval before substituting any of the key personnel proposed with this Contract.

5. PRICE (ADJUSTMENT FACTORS)

There are four (4) Adjustment Factors for this Contract. When preparing a Price Proposal, the Contractor shall select the appropriate Adjustment Factor. Complete **ATTACHMENT H** Schedule of Prices with the proposed Adjustment Factors.

The Adjustment Factors are as follows:

- **Non Secure Areas, Normal Working Hours Adjustment Factor:** Monday through Friday 8:00 am to 5:00 pm except Midland County holidays.
- **Non Secure Areas, Other Than Normal Working Hours Adjustment Factor:** Monday through Friday 5:01 pm to 7:59 am and all-day Saturday, Sunday and Midland County holidays.
- **Secure Areas, Normal Working Hours Adjustment Factor:** Monday through Friday 8:00 am to 5:00 pm except Midland County holidays.
- **Secure Areas, Other Than Normal Working Hours Adjustment Factor:** Monday through Friday 5:01 pm to 7:59 am and all-day Saturday, Sunday and Midland County holidays.

The Adjustment Factors for Other Than Normal Working Hours must be equal to or greater than the Adjustment Factors for Normal Working Hours.

For bid evaluation purposes only, the following work distributions shall be used to determine the Award Criteria Figure:

Adjustment Factor	% Weight (For Bid Evaluation Only)
Non Secure Areas, Normal Working Hours	40%
Non Secure Areas, Other Than Normal Working Hours	20%
Secure Areas, Normal Working Hours	30%
Secure Areas, Other Than Normal Working Hours	10%

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. Vendors who submit separate Adjustment Factors for separate Unit Prices will be considered non-responsive and their bid will be rejected.

The Vendor's Adjustment Factor shall include all of the Vendor's direct and indirect costs including, but not limited to its costs for overhead, profit, bond premiums, insurance, mobilization, proposal development, and all contingencies in connection therewith. See pages 00-01 to 00- 06 of Part Three - The Construction Task Catalog[®] for a complete explanation of what is included in the Unit Prices and what is not.

PART THREE: RFP EVALUATION CRITERIA

The purpose of the selection process is to determine which firm(s) is the best value for this Contract in terms of technical qualifications and price. The evaluation criteria set forth below will be used to determine of the best-qualified firm(s).

Part	Proposal Evaluation Table	Weighting
1	Company Profile & Safety	20%
2	Comparable Construction and Trade Experience	30%
3	Key Personnel Assigned to the Contract	10%
4	Price (Adjustment Factors)	40%
Total		100%

PART FOUR: PROCEDURE FOR ORDERING WORK

1. CONTRACTOR SELECTION

- 1.1. Midland County may award an individual Project to any contractor. Midland County will select the contractor in accordance with the established procedures and based on one or more of the following criteria:
 - 1.1.1. Rotational selection among all contractors, unless otherwise determined by Midland County.
 - 1.1.2. Contractor’s experience with similar type work, project size, construction management challenges, construction schedule, etc.
 - 1.1.3. Contractor’s performance in developing Job Orders and completing Projects.
 - 1.1.4. Balancing Job Order volume among contractors.
 - 1.1.5. Limitations posed by bonding capacity of the contractors.
 - 1.1.6. Price, as determined by the Adjustment Factors of the contractors.
 - 1.1.7. Other appropriate criteria as deemed in the best interest of Midland County.

2. CONDUCTING THE JOINT SCOPE MEETING

- 2.1. As the need exists, Midland County will notify the Contractor of a potential Project. Midland County will schedule a Joint Scope Meeting with the Contractor and other necessary representatives as soon as practicable, generally, within seven (7) days.
- 2.2. The Contractor does not have the right to refuse to perform any Project, Prepriced Task, or Non-Prepriced Task.
- 2.3. The Contractor shall attend the Joint Scope Meeting and discuss, at a minimum, the following items:
 - 2.3.1. The work to be performed
 - 2.3.2. Presence of hazardous materials
 - 2.3.3. Required permits – including drawings for permits
 - 2.3.4. Long lead time materials
 - 2.3.5. Protocol for workers entering the site
 - 2.3.6. Staging area and areas that are off-limits
 - 2.3.7. Construction schedule and work hours – with critical milestones and phasing requirements
 - 2.3.8. Controlled inspections, testing requirements
 - 2.3.9. Value Engineering suggestions
 - 2.3.10. Organization of Price Proposal – by location, by corner, etc...
 - 2.3.11. Due Date for Detailed Scope of Work and for Price Proposal

JOC SUPPLEMENTAL CONDITIONS

3. FINALIZING THE DETAILED SCOPE OF WORK

- 3.1. After the Joint Scope Meeting, Midland 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, Midland 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 Midland County, will be the basis on which the Contractor will develop its Job Order Proposal and Midland County will evaluate the same.
- 3.2. Midland 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 Midland County cannot agree on the quantities required, or for any other reason as determined by Midland County. In all such cases, Midland County shall issue a Supplemental Job Order adjusting the quantities appearing in the Detailed Scope of Work to the actual quantities.
- 3.3. 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.

4. PREPARING THE JOB ORDER PROPOSAL

- 4.1. The Contractor will prepare a Job Order Proposal including:
 - 4.1.1. Price Proposal;
 - 4.1.2. Support Documentation for Non-Prepriced Tasks;
 - 4.1.3. Construction Schedule;
 - 4.1.4. List of anticipated Subcontractors; and
 - 4.1.5. Other requested documents.
- 4.2. The Contractor will prepare Job Order Price Proposals in accordance with the following:
 - 4.2.1. **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.
 - 4.2.2. **Non Pre-priced Task:**
 - 4.2.2.1. 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. Midland County may require additional quotes if the subcontractors or materialmen are not acceptable or if the prices are not reasonable. If three quotes cannot be obtained, the Contractor shall provide Midland County with a written explanation. If the

JOC SUPPLEMENTAL CONDITIONS

explanation is accepted by Midland County, the Contractor may provide less than three quotes.

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

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

A = The hourly rate for each trade classification not in the Construction Task Catalog® multiplied by the quantity

B = Lowest of three independent quotes for all materials

C = The hourly, weekly, or monthly rate for each piece of equipment not in the Construction Task Catalog® multiplied by the quantity

D = Lowest of three subcontractor quotes

E = Allowable Overhead and Profit = (A + B + C) x 15%

F = Subcontractor Allowance = D x 10%

Total Cost of Non Pre-priced Task = A + B + C + D + E + F

4.2.2.4. After a Non Pre-priced Task has been approved by Midland County, the Unit Price for such task will be established, and fixed as a permanent Non Pre-priced Task which will no longer require subcontractor quotes for price determination. Midland County reserves the right to request the Contractor provide current quotes for any Non-Prepriced Task previously approved.

4.3. 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, Midland 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.

4.4. 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.

4.5. To compensate the Contractor for the JOC System License on reimbursable work, the adjustment applied to reimbursable tasks for Midland County projects shall be equal to 1.0667.

4.6. The Contractor shall provide incidental engineering and architectural services required in connection with a particular Job Order including drawings and information required for filing. Incidental engineering and architectural services do not include stamped drawings, or assignments which consist of more than 4 hours of a professional's time.

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

4.8. 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 Midland County requires the

JOC SUPPLEMENTAL CONDITIONS

Detailed Scope of Work to be completed. Generally, the Contractor will be allowed between seven and fourteen 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.

- 4.9. 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.
- 4.10. 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 days, or, as described below, the Contractor may be directed to begin work immediately with the paperwork to follow.
- 4.11. In the event an immediate response is necessary, the Contractor shall be required to follow alternative procedures as established by Midland 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.
- 4.12. 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.

5. REVIEWING THE JOB ORDER PROPOSAL

- 5.1. Midland County will review the Job Order Proposal.
- 5.2. All incomplete Job Order Proposals shall be rejected.
- 5.3. Midland County will review the Price Proposal to determine the accuracy of the Prepriced Tasks, quantities, Adjustment Factors, and Non-Prepriced Tasks.
- 5.4. The Contractor may choose the means and methods of construction. Provided, however, Midland County may reject any means and methods proposed by the Contractor that:
 - 5.4.1. Will constitute or create a hazard to persons or property;
 - 5.4.2. Will not produce the Detailed Scope of Work in accordance with the terms of the Contract;
or
 - 5.4.3. Unnecessarily increases the Job Order Price when alternative means and methods are available.
- 5.5. By submitting a Job Order Proposal to Midland County, the Contractor is offering to complete the Detailed Scope of Work within the proposed construction schedule for the value of the Price Proposal.
- 5.6. 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 Midland County.

6. ISSUANCE OF THE JOB ORDER

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

JOC SUPPLEMENTAL CONDITIONS

- 6.2. The Job Order signed by Midland County and delivered to the Contractor constitutes Midland County's acceptance of the Contractor's Job Order Proposal.
- 6.3. A Job Order will reference the Detailed Scope of Work and set forth the Job Order Completion Time and the Job Order Price.
- 6.4. The Job Order Price shall be the value of the approved Price Proposal.
- 6.5. All clauses of this Contract shall apply to each Job Order.
- 6.6. The Contractor will be paid the Job Order Price for completing the Detailed Scope of Work within the Job Order Completion Time.
- 6.7. Midland 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.
- 6.8. Midland 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 Midland County. Midland County may perform such work by other means.

7. CHANGES IN THE WORK

- 7.1. Midland 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.
- 7.2. All Supplemental Job Orders shall be developed and priced in accordance with the Procedure for Ordering Work contained in these JOC Supplemental Conditions.
- 7.3. 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.

8. LIQUIDATED DAMAGES

- 8.1. At the sole discretion of Midland County, liquidated damages MAY be assessed, if at all, on a Job Order-by-Job-Order basis. 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.

Value of Job Order	Liquidated Damages
\$10,001 to \$50,000	\$250/Day
Over \$50,000	\$500/Day

JOC SUPPLEMENTAL CONDITIONS

15. COOPERATIVE PURCHASING:

Other agencies or members of cooperative purchasing entities (“Entities”) may purchase construction services from the Contractor utilizing this Contract. If the Contract is utilized by Entities, **the Contractor agrees to pay Gordian a 6.25% license fee (ezIQC® License Fee) due and payable within five (5) days from the date the Contractor receives payment from an Entity. The Contractor shall include the ezIQC® License Fee in the Adjustment Factors.**

License Fees not paid by the specified deadline shall bear an interest rate of 1½% per month until paid.

Reimbursable Tasks for ezIQC® Projects: To compensate the Contractor for the cost of the ezIQC® License Fee on reimbursable tasks for ezIQC® projects, all reimbursable tasks for ezIQC® Projects shall have an adjustment of 1.0667 applied.

Gordian and the Contractor shall mutually utilize ezIQC® to track utilization, fees, and payments. The Contractor shall have no claim or right to any portion of the License Fees. Failure to pay License Fees in a timely manner shall be considered a material breach of this Contract and, at Owner’s sole discretion, may be deemed grounds for termination of this Contract.

The Contractor acknowledges that The Gordian Group, Inc. will administer cooperative purchases through this Contract and that Owner has no obligation to administer purchases by Entities.

Owner and Gordian authorize the Contractor the use of Owner’s and Gordian’s names, logos, trademarks, and Owner’s and Gordian provided materials solely for the presentation and promotion of the availability and use of this Contract by Entities and potential Entities. The Contractor authorizes Owner and Gordian the use of the Contractor’s name, logos, trademarks, and Contractor provided materials in the presentation and promotion of the availability and use of this Contract by Entities and potential Entities.

Owner and Gordian shall not be liable or responsible for any obligation, including, but not limited to, payments due under a Job Order, Purchase Order or similar purchasing document issued to the Contractor by the Entity (“Purchase Order”).

Remittance of License Fees: The Contractor shall remit License Fees as follows:

Payments Made Payable to:	The Gordian Group, Inc.
Mail Checks to:	The Gordian Group, Inc. PO Box 79341 Baltimore, MD 21279-0341

The Contractor shall, within two (2) business days of receipt of a Purchase Order from an Entity, provide notification to Owner and Gordian of each Purchase Order by forwarding a copy of the Purchase Order via email to PO@ezIQC.com or via facsimile to (864) 233-9100.

The Contractor shall, within two (2) business days of sending an invoice to an Entity, provide notification to Owner and Gordian of each invoice by forwarding a copy of the invoice via email to Invoice@ezIQC.com or via facsimile to (864) 233-9100.

Owner and Gordian may request records from the Contractor for all cooperative purchasing through this Contract and payment of all License Fees. The Contractor hereby agrees and authorizes Owner and/or Entity to provide a copy of each Purchase Order issued to Gordian. If discrepancies exist between cooperative purchasing activity and License Fees paid, Owner or Gordian will provide written notification to the Contractor of discrepancies and allow the Contractor ten (10) days from the date of notification to resolve the discrepancy. In the event the Contractor does not resolve the discrepancy to the satisfaction of Owner and/or Gordian, Owner and/or Gordian reserve the right to engage a third party to conduct an independent audit of the Contractor’s records and, in the event Contractor is not in compliance with this Contract, Contractor shall reimburse the appropriate party for the cost and expense related to such audit.

PART FIVE: ADDITIONAL JOC SPECIFIC PROVISIONS

1. ANNUAL UPDATE OF THE UNIT PRICES

- 1.1. The Unit Prices in the Construction Task Catalog[®] issued as part of the bid documents will be in effect for the first year of the Contract.
- 1.2. Approximately thirty (30) days before the anniversary of the Contract's Proposal due date, the Unit Prices in the Construction Task Catalog[®] will be updated and provided to Contractor for review.
- 1.3. The updated Unit Prices will take effect on the anniversary date of the effective date of the Contract. The updated Unit Prices will be effective for one year and will only be used for Job Orders issued during that year.
- 1.4. The Adjustment Factors bid will remain in effect for the duration of the Contract.
- 1.5. The Contractor shall use the Construction Task Catalog[®] in effect on the date the Price Proposal is due.
- 1.6. The Contractor cannot delay submitting a Price Proposal to take advantage of a scheduled Unit Price update of the Construction Task Catalog[®]. In that event, the Contractor shall use the Unit Prices in the Construction Task Catalog[®] that would have been in effect without the delay.
- 1.7. The Contractor cannot delay submitting a Job Order Proposal to take advantage of a scheduled update of the Adjustment Factors. In that event, the Contractor shall use the Adjustment Factors that would have been in effect without the delay.

2. KEY PERSONNEL

- 2.1. The Contractor shall assign a full-time person as its representative for this Contract. This person shall be acceptable to Midland County and shall have a cell phone at which he or she can be reached at all times.
- 2.2. 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 days a week. If the named Superintendent is not available because of illness or vacation or the like, the Contractor shall notify Midland County of a substitute Superintendent. **At all times, the Contractor shall provide at least one Superintendent for every four Job Orders.** Whenever, in the sole discretion of Midland County, the Contractor is not providing a sufficient level of supervision, Midland 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 Midland County.

3. AS-BUILT DRAWINGS

- 3.1. 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.

4. ORDER OF PRECEDENCE

- 4.1. Any inconsistency in Contract Documents shall be resolved by giving precedence in the following order:
 - 4.1.1. Contract Modifications (later takes precedence over earlier);
 - 4.1.2. Agreement;
 - 4.1.3. Addenda (later takes precedence over earlier);
 - 4.1.4. JOC Supplemental Conditions;
 - 4.1.5. Job Orders (including the Detailed Scopes of Work and any plans, drawings, or Job Order specific specifications, Job Order Proposals, and any Supplemental Job Orders);
 - 4.1.6. General Terms and Conditions for Construction;
 - 4.1.7. The Construction Task Catalog®; and
 - 4.1.8. Technical Specifications.

5. CONSTRUCTION TASK CATALOG®

The Construction Task Catalog® dated January 2021 is included as a Contract Document by reference and is available as a separate PDF document. The Construction Task Catalog® can be downloaded using the following link below:

6. TECHNICAL SPECIFICATIONS

The Technical Specifications dated January 2021 is included as a Contract Document by reference and is available as a separate PDF document. The Technical Specifications can be downloaded using the following link below:

[Midland County Construction Task Catalog® and Technical Specifications](#)

PART 6: ATTACHMENTS TO BE SUMITTED WITH THE PROPOSAL

The following attachments are to be completed in accordance with the submission requirements specified in Part Two of these JOC Supplemental Conditions.

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ATTACHMENT A COMPANY PROFILE

1. General Information

Company Name: _____

Street Address: _____

PO Box / Rural Route: _____

City: _____

State: _____

Postal Code: _____

Telephone: _____ Fax: _____

Website: _____

2. Years Company has been a General Contractor: _____

3. Has the Company Office Administering the Contract Been Staffed and Operational for at least Three (3) Years? Yes No

4. Attach a List of Tradespeople on the Company Payroll and List of Company Owned Equipment. This Information will be Used to Determine the Vendor's ability to self-perform the Work. Are These Lists Attached? Yes No

5. Description of Services Completed by the Firm:

(Check **ALL** boxes that apply to Self-Performed or Subcontracted Work)

Residential Apartment Renovations High Traffic Areas Such (e.g. Lobbies)

Interior Renovations Mechanical Upgrades Electrical Upgrades Concrete Floor

Exterior / Interior painting Roofing Replacement/Repair Boiler Replacement

Bituminous Paving Concrete Masonry Exterior Facade Security Camera Installation Glass Installation

Canopy Replacement/Repair Elevator Repair/Replacement Escalator Repair/Replacement

Duct bank repair / installation Outdoor light installation Fire Suppression System Installation

Steel Erection Landscaping Fencing Earthwork / Site Work

Hospital and Healthcare Patient Care Areas Surgical Operating Rooms Laboratory Renovations

8. Attach a Letter from the Vendor's Insurance Carrier, on the Insurance Company's Letterhead, Stating the Vendor's Experience Modification Rate (EMR) for the Past Three Calendar Years: 2020, 2019, and 2018. Is the EMR Letter Attached? Yes No

8a. Was the EMR greater than 1.0 for any of the requested calendar years? Yes No

8b. For each year the EMR is greater than a 1.0, attach an explanation as to why the EMR is greater than 1.0 and steps taken to reduce the EMR. Is an explanation attached for each calendar year the EMR is greater than 1.0? Yes No

9. Description of the Work the Proponent Intends to Self Perform: (Attach an additional sheet as necessary)

10. Description of the Work the Proponent Intends to Subcontract: (Attach an additional sheet as necessary)

11. How many years has your organization been in business under its present business name?

12. Under what other or former names has your organization operated?

13. Claims and Suits. (If the answer to any of the questions below is 'yes', please attach details).

Has your organization ever failed to complete any work awarded to it?

Yes No

Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

Yes No

Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years?

Yes No

Has your organization been involved in lawsuits or requested arbitration with regard to construction contracts within the last five years?

Yes No

Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract?

Yes No

ATTACHMENT B
COMPARABLE CONSTRUCTION EXPERIENCE
PROJECTS EQUAL TO OR LESS THAN \$50,000

1) Vendor's Name: _____

2) Agency/Client Name: _____

3) Project Name: _____

4) Project Number: _____ 5) Project Value: _____

6) **Achieved or Anticipated Final Acceptance after January 1, 2016** Yes No

7) **Company Role:** Sub Contractor Prime Contractor

8) **Agency:** County Public Owner Located in Texas Other: _____

9) **Percentage of Self Performed Work with the Vendor's In-House Trades:** _____%

10) **Project Type:** (Check ALL boxes that apply to the Scope of Work)

Residential Apartment Renovations High Traffic Areas Such (e.g. Lobbies)

Interior Renovations Mechanical Upgrades Electrical Upgrades Concrete Floor

Exterior / Interior painting Roofing Replacement/Repair Boiler Replacement

Bituminous Paving Concrete Masonry Exterior Facade Security Camera Installation Glass Installation

Canopy Replacement/Repair Elevator Repair/Replacement Escalator Repair/Replacement

Duct bank repair / installation Outdoor light installation Fire Suppression System Installation

Steel Erection Landscaping Fencing Earthwork / Site Work

Hospital and Healthcare Patient Care Areas Surgical Operating Rooms Laboratory Renovations

11) **Client Reference for Construction:** (It is your responsibility to assure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)

Reference's contact: Name _____ **Title** _____

Telephone: _____ Email Address: _____

12) **Description of Any Problems or Major Issues Encountered During the Project (If Any) and What Was Done to Resolve:** (Attach Additional Information As Necessary)

ATTACHMENT C

COMPARABLE CONSTRUCTION EXPERIENCE PROJECTS GREATER THAN \$50,000 AND EQUAL TO OR LESS THAN \$250,000

1) Vendor's Name: _____

2) Agency/Client Name: _____

3) Project Name: _____

4) Project Number: _____ 5) Project Value: _____

6) Achieved or Anticipated Final Acceptance after January 1, 2016 Yes No

7) Company Role: Sub Contractor Prime Contractor

8) Agency: County Public Owner Located in Texas Other: _____

9) Percentage of Self Performed Work with the Vendor's In-House Trades: _____%

10) Project Type: (Check ALL boxes that apply to the Scope of Work)

Residential Apartment Renovations High Traffic Areas Such (e.g. Lobbies)

Interior Renovations Mechanical Upgrades Electrical Upgrades Concrete Floor

Exterior / Interior painting Roofing Replacement/Repair Boiler Replacement

Bituminous Paving Concrete Masonry Exterior Facade Security Camera Installation Glass Installation

Canopy Replacement/Repair Elevator Repair/Replacement Escalator Repair/Replacement

Duct bank repair / installation Outdoor light installation Fire Suppression System Installation

Steel Erection Landscaping Fencing Earthwork / Site Work

Hospital and Healthcare Patient Care Areas Surgical Operating Rooms Laboratory Renovations

11) Client Reference for Construction: (It is your responsibility to assure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)

Reference's contact: Name _____ Title _____

Telephone: _____ Email Address: _____

12) Description of Any Problems or Major Issues Encountered During the Project (If Any) and What Was Done to Resolve: (Attach Additional Information As Necessary)

ATTACHMENT D
COMPARABLE CONSTRUCTION EXPERIENCE
PROJECTS GREATER THAN \$250,000 AND EQUAL TO OR LESS THAN \$500,000

1) Vendor's Name: _____

2) Agency/Client Name: _____

3) Project Name: _____

4) Project Number: _____ 5) Project Value: _____

6) **Achieved or Anticipated Final Acceptance after January 1, 2016** Yes No

7) **Company Role:** Sub Contractor Prime Contractor

8) **Agency:** County Public Owner Located in Texas Other: _____

9) **Percentage of Self Performed Work with the Vendor's In-House Trades:** _____%

10) **Project Type:** (Check ALL boxes that apply to the Scope of Work)

Residential Apartment Renovations High Traffic Areas Such (e.g. Lobbies)

Interior Renovations Mechanical Upgrades Electrical Upgrades Concrete Floor

Exterior / Interior painting Roofing Replacement/Repair Boiler Replacement

Bituminous Paving Concrete Masonry Exterior Facade Security Camera Installation Glass Installation

Canopy Replacement/Repair Elevator Repair/Replacement Escalator Repair/Replacement

Duct bank repair / installation Outdoor light installation Fire Suppression System Installation

Steel Erection Landscaping Fencing Earthwork / Site Work

Hospital and Healthcare Patient Care Areas Surgical Operating Rooms Laboratory Renovations

11) **Client Reference for Construction:** (It is your responsibility to assure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)

Reference's contact: Name _____ **Title** _____

Telephone: _____ Email Address: _____

12) **Description of Any Problems or Major Issues Encountered During the Project (If Any) and What Was Done to Resolve:** (Attach Additional Information As Necessary)

ATTACHMENT E
COMPARABLE CONSTRUCTION EXPERIENCE
PROJECTS GREATER THAN \$500,000

1) Vendor's Name: _____

2) Agency/Client Name: _____

3) Project Name: _____

4) Project Number: _____ 5) Project Value: _____

6) **Achieved or Anticipated Final Acceptance after January 1, 2016** Yes No

7) **Company Role:** Sub Contractor Prime Contractor

8) **Agency:** County Public Owner Located in Texas Other: _____

9) **Percentage of Self Performed Work with the Vendor's In-House Trades:** _____%

10) **Project Type:** (Check ALL boxes that apply to the Scope of Work)

Residential Apartment Renovations High Traffic Areas Such (e.g. Lobbies)

Interior Renovations Mechanical Upgrades Electrical Upgrades Concrete Floor

Exterior / Interior painting Roofing Replacement/Repair Boiler Replacement

Bituminous Paving Concrete Masonry Exterior Facade Security Camera Installation Glass Installation

Canopy Replacement/Repair Elevator Repair/Replacement Escalator Repair/Replacement

Duct bank repair / installation Outdoor light installation Fire Suppression System Installation

Steel Erection Landscaping Fencing Earthwork / Site Work

Hospital and Healthcare Patient Care Areas Surgical Operating Rooms Laboratory Renovations

11) **Client Reference for Construction:** (It is your responsibility to assure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)

Reference's contact: Name _____ **Title** _____

Telephone: _____ Email Address: _____

12) **Description of Any Problems or Major Issues Encountered During the Project (If Any) and What Was Done to Resolve:** *(Attach Additional Information As Necessary)*

ATTACHMENT F
KEY PERSONNEL
PROJECT MANAGER

1) Vendor's Name: _____

2) Project Manager's Name : _____

3) # of Years with the Firm: _____

4) # of Years Experience with General Contracting: _____

5) Experience: (Check ALL boxes that apply)

- Interior Renovations Mechanical Upgrades Electrical Upgrades Concrete Floor
- Exterior / Interior painting Roofing Replacement/Repair Boiler Replacement
- Bituminous Paving Concrete Masonry Exterior Facade Security Camera Installation Glass Installation
- Canopy Replacement/Repair Elevator Repair/Replacement Escalator Repair/Replacement
- Duct bank repair / installation Outdoor light installation Fire Suppression System Installation
- Steel Erection Landscaping Fencing Earthwork / Site Work

6) **ATTACH RESUME** Yes

7) **Client Reference #1 for Construction:** (It is your responsibility to assure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)

Reference's contact: Name _____ Title _____

Telephone: _____ Email Address: _____

8) **Client Reference #2 for Construction:** (It is your responsibility to assure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)

Reference's contact: Name _____ Title _____

Telephone: _____ Email Address: _____

ATTACHMENT G
KEY PERSONNEL
GENERAL FIELD SUPERINTENDENT

1) Vendor's Name: _____

2 Superintendent's Name : _____

3) # of Years with the Firm: _____

4) # of Years Experience with General Contracting: _____

5) Experience: (Check ALL boxes that apply)

- Interior Renovations Mechanical Upgrades Electrical Upgrades Concrete Floor
- Exterior / Interior painting Roofing Replacement/Repair Boiler Replacement
- Bituminous Paving Concrete Masonry Exterior Facade Security Camera Installation Glass Installation
- Canopy Replacement/Repair Elevator Repair/Replacement Escalator Repair/Replacement
- Duct bank repair / installation Outdoor light installation Fire Suppression System Installation
- Steel Erection Landscaping Fencing Earthwork / Site Work

6) **ATTACH RESUME** Yes

7) **Client Reference #1 for Construction:** (It is your responsibility to assure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)

Reference's contact: Name _____ Title _____

Telephone: _____ Email Address: _____

8) **Client Reference #2 for Construction:** (It is your responsibility to assure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)

Reference's contact: Name _____ Title _____

Telephone: _____ Email Address: _____

ATTACHMENT H
SCHEDULE OF PRICES
(ADJUSTMENT FACTORS)

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

	Adjustment Factor Name	Adjustment Factor Bid	X Weight Multiplier	=Extended Total
1.	Non Secure Areas, Normal Working Hours	__ . __ _ _ _ _	X 0.40	= __ . __ _ _ _ _
2.	Non Secure Areas, Other Than Normal Working Hours	__ . __ _ _ _ _	X 0.20	= __ . __ _ _ _ _
3.	Secure Areas, Normal Working Hours	__ . __ _ _ _ _	X 0.30	= __ . __ _ _ _ _
4.	Secure Areas, Other Than Normal Working Hours	__ . __ _ _ _ _	X 0.10	= __ . __ _ _ _ _
5.	Sum the Extended Total column. The Sum is the Award Criteria Figure.			= __ . __ _ _ _ _

NOTES TO PROPOSER:

- a. 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).
- b. **The Other Than Normal Working Hours Adjustment Factors must be greater than or equal to the corresponding Normal Working Hours Adjustment Factor.**
- c. Owner reserves the right to correct arithmetic errors in the event of a discrepancy, the Adjustment Factors listed in the column titled "Adjustment Factor Bid" shall take precedence and be used to calculate the extended totals.
- d. 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 Vendor shall use one or more of the Adjustment Factors written above.