

COUNTY OF FRESNO

ADDENDUM NUMBER: ONE (1)

RFQ NUMBER: 912-5334

JOB ORDER CONTRACT

March 13, 2015

PURCHASING USE
hrs

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ORDER CONTRACT\912-5334 ADD 1.DOC

IMPORTANT: SUBMIT QUOTATION IN SEALED PACKAGE WITH QUOTATION NUMBER, CLOSING DATE AND BUYER'S NAME MARKED CLEARLY ON THE OUTSIDE TO:

COUNTY OF FRESNO, Purchasing
4525 EAST HAMILTON AVENUE, 2ND FLOOR
FRESNO, CA 93702-4599

CLOSING DATE OF BID WILL BE ON MARCH 27, 2015 AT 2:00 P.M.

QUOTES WILL BE CONSIDERED LATE WHEN THE OFFICIAL PURCHASING TIME CLOCK READS 2:00 P.M.

All quotation information will be available for review after contract award.

Clarification of specifications is to be directed to: **Louann M. Jones**, phone (559) 600-7118, e-mail CountyPurchasing@co.fresno.ca.us, fax (559) 600-7126.

NOTE THE FOLLOWING AND ATTACHED ADDITIONS, DELETIONS AND/OR CHANGES TO THE REQUIREMENTS OF REQUEST FOR QUOTATION NUMBER: 912-5334 AND INCLUDE THEM IN YOUR RESPONSE. PLEASE SIGN AND RETURN THIS ADDENDUM PAGE WITH YOUR QUOTATION.

- This RFQ will award three contracts for three vendors
- One bid (Volume One) per vendor shall be submitted
- Since July 1, 2014, the State of California's Department of Industrial Relations, under law SB 584, requires contractors to register before bidding on state and local public works projects.
- See attached Gordian License & Fee Agreement – Exhibit A

Bidder is required to provide DIR registration # with their bid.

ACKNOWLEDGMENT OF ADDENDUM NUMBER ONE (1) TO RFQ 912-5334

COMPANY NAME: _____
(PRINT)

SIGNATURE: _____

NAME & TITLE: _____
(PRINT)

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Q1. There was a public meeting a few months ago regarding an upcoming Job Order Contract that had more road work involved, is this the same JOC?

A1. This is the only meeting for this JOC; it is for B license contractors. There potentially will be some public build work involved with this JOC.

Q2. What is the size of this contract?

A2. The contracts will each be for a minimum of \$25,000.00 and a maximum of \$2,000,000.00. With the possibility of increasing the maximum if a need is determined by the manager of Facilities Services.

Q3. Will you provide a copy of the sign-in sheet for this pre-bid meeting?

A3. See Exhibit B attached.

Q4. Can you (the contractor) turn down any job when awarded the contract?

A4. There is no right of refusal under this contract.

Q5. Is there a lot of federally funded type of work expected as part of this JOC?

A5. Historically there has not been a lot of federally funded work as part of this JOC, but there is always that possibility.

Q6. Will there be work needed in secured facilities?

A6. Yes, we have four detention facilities that potentially will need work.

Q7. Will there be work needed in medical facilities?

A7. Not for actively used facilities, we do maintain buildings, etc. that previously were actively used as medical facilities.

Q8. How quickly after the low bids are chosen will the actual jobs be released?

A8. Could be released as soon as the contracts are approved by the Fresno County Board of Supervisors at their board meeting or any time after.

Q9. When is the CLF (Contractor's Licensing Fee) fee due?

A9. After the notice to proceed on the job order is released and only for projects that go through completion.

Q10. On a non-prepriced item, if contractor's factor for normal working hours is below 1 (like .97), will contractor be operating in the red?

A10. Yes, the non-prepriced items are tied to the contractor's normal working hours factor.

Q11. After the JOC contracts are awarded, will contractors/projects have to wait for July 1st beginning of the fiscal year funding?

A11. No, some projects will need new fiscal year funding and some projects will cross fiscal years.

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Q12. Has the County ever used up all the funding within the JOC contract upfront or at the tail end of the contract timeframe?

A12. Use of the funding for the JOC has varied with each JOC contract timeframe and contractor performance. We

Q13. Is there a place to go to find out what the current contract factors are?

A13. See below. Bidders should consider that the provisions of the previous JOC contract have changed for this JOC contract and those changes (e.g. nonpre-priced items factor and 1% fee to Gordian) could have increased cost implications.

Award Formula:

	A	x	B	=	C
	Adjustment Factor from Previous Page		Adjustment Factor Multiplier for Evaluation		Percentage of Adjustment Factor to be used in Evaluation (carry to 4 decimal places)
1.	<u>0.7440</u> Line 1	x	.65	=	<u>0.4836</u>
2.	<u>0.9000</u> Line 2	x	.20	=	<u>0.1800</u>
3.	<u>0.7200</u> Line 3	x	.10	=	<u>0.0720</u>
4.	<u>0.8850</u> Line 4	x	.05	=	<u>0.0443</u>
Total					<u>0.7799</u>

Award Formula:

	A	x	B	=	C
	Adjustment Factor from Previous Page		Adjustment Factor Multiplier for Evaluation		Percentage of Adjustment Factor to be used in Evaluation (carry to 4 decimal places)
1.	<u>.7540</u> Line 1	x	.65	=	<u>.4901</u>
2.	<u>.7541</u> Line 2	x	.20	=	<u>.1508</u>
3.	<u>.7541</u> Line 3	x	.10	=	<u>.0754</u>
4.	<u>.7541</u> Line 4	x	.05	=	<u>.0377</u>
Total					<u>.7540</u>

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Q14. Volume Two of the RFQ says that the pre-bid meeting is mandatory, what will that mean? Are you going to accept bids from people that did not come to the meeting?

A14. Page 0-1, Volume Two of the RFQ states the expressed requirement of "Prospective bidders must attend the mandatory pre-bid conference." Vendors that did not attend the pre-bid conference will not have met this requirement of the RFQ.

Q15. How many bids do I submit?

A15. One per bidder.

JOC System License and Fee Agreement

This Agreement is made this _____ day of _____, 2015 by and between **[Insert Contractor's Full Legal Name]**, whose address is **[Insert Contractor's Legal Address]** ("Contractor"), and The Gordian Group, Inc., whose address is 30 Patewood Drive, Suite 350, Greenville, SC 29615 ("Gordian").

WHEREAS, **[Insert Owner's Full Legal Name]** ("Owner") has awarded Contract No. **[Insert Number]** ("Contract") to the Contractor.

WHEREAS, pursuant to the terms and conditions of a contract between Gordian and Owner ("Owner Contract"), Gordian has agreed to provide Contractor with a license to Gordian's Job Order Contracting system ("JOC System"), and

NOW, THEREFORE, the parties agree to the terms and conditions of the following JOC System License and Contractor License Fee ("Agreement"):

Gordian hereby grants to Contractor, and Contractor hereby accepts from Gordian for the term of the Contract, or the term of the Owner Contract, whichever is shorter, a non-exclusive and nontransferable right, privilege, and license to Gordian's proprietary JOC System and other related proprietary materials (collectively referred to as "Proprietary Information") to be used for the sole purpose of executing the Contractor's responsibilities under the Contract ("Limited Purpose"). Contractor hereby agrees that the Proprietary Information shall include, but is not limited to, Gordian's eGordian® JOC information management applications and support documentation, Construction Task Catalog®, training materials, and any other proprietary materials provided to Contractor by Gordian. In the event the Contract expires or terminates, or the Owner Contract expires or terminates, this JOC System License shall terminate and Contractor shall return all Proprietary Information in its possession to Gordian.

Contractor acknowledges that Gordian shall retain exclusive ownership of all proprietary rights to the Proprietary Information, including all U.S. and international intellectual property and other rights such as patents, trademarks, copyrights and trade secrets. Contractor shall have no right or interest in any portion of the Proprietary Information except the right to use the Proprietary Information for the Limited Purpose set forth herein. Except in furtherance of the Limited Purpose, Contractor shall not distribute, disclose, copy, reproduce, display, publish, transmit, assign, sublicense, transfer, provide access to, use or sell, directly or indirectly (including in electronic form), any portion of the Proprietary Information.

In accordance with the terms of the Contract, Contractor hereby agrees to pay Gordian a license fee ("Contractor License Fee") equal to one percent (1%) of the value of each Job Order, Purchase Order or other similar purchasing document issued to Contractor by Owner pursuant to the Contract. Contractor further agrees to remit the Contractor License Fee to Gordian within ten (10) days of Contractor's receipt of each Job Order, Purchase Order or other similar purchasing document from the Owner. Contractor shall make payments payable to The Gordian Group, Inc. and shall mail the payments to P.O. Box 751959, Charlotte, NC 28275-1959. All payments received after the due date set forth above will incur a late payment charge from such due date until paid at a rate of 1.5% per month. In the event a modification to an issued Job Order results in a reduction of the value of the Job Order, Gordian shall issue a credit to Contractor only when the applicable license fee credit is greater than or equal to \$25.00.

Either party may terminate this Agreement in the event of: (1) any breach of a material term of this Agreement by the other party which is not remedied within ten (10) days after written notice to the breaching party; or (2) the other party's making an assignment for the benefit of its creditors, or the filing by or against such party of a petition under any bankruptcy or insolvency law, which is not discharged within thirty (30) days of such filing.

Contractor acknowledges and agrees to respect the copyrights, trademarks, trade secrets, and other proprietary rights of Gordian in the Proprietary Information during and after the term of this Agreement, and shall at all times maintain complete confidentiality with regard to the Proprietary Information provided



to Contractor, subject to federal, state and local laws related to public disclosure. Contractor further acknowledges that a breach of any of the terms of this Agreement by Contractor will result in irreparable harm to Gordian for which monetary damages would be an inadequate remedy, and Gordian shall be entitled to injunctive relief (without the necessity of posting a bond) as well as all other monetary remedies available at law or in equity. In the event that it becomes necessary for either party to enforce the provisions of this Agreement or to obtain redress for the breach or violation of any of its provisions, including nonpayment of any Contractor License Fees owed, whether by litigation, arbitration or other proceedings, the prevailing party shall be entitled to recover from the other party all costs and expenses associated with such proceedings, including reasonable attorney's fees.

This Agreement shall be construed under the laws of the State of California without regard to choice of law principles. Both parties irrevocably consent to the jurisdiction and venue of the federal and state courts located in the State of California for purposes of any action brought in connection with this Agreement or use of the Proprietary Information.

The parties agree that in the event of a conflict in terms and conditions between this Agreement and any other terms and conditions of the Contract, the Owner Contract, or any Job Order, Purchase Order or similar purchasing document issued to Contractor by Owner, this Agreement shall take precedence.

[Insert Contractor's Full Legal Name]

The Gordian Group, Inc.

Signature: _____

Signature: _____

Name: _____

Name: Ammon T. Leshner

Title: _____

Title: Vice President of Legal Affairs

ACKNOWLEDGMENT OF [Contractor]

STATE OF _____

COUNTY OF _____

I, the undersigned Notary Public, do hereby certify that the foregoing instrument was acknowledged before me this _____ day of _____ and the document was executed by the above named _____ of his/her own free will.

Witness my hand and seal this ____ day of _____, 2015.

Signature of Notary Public

Place Notary Seal Above

BID NO.: 912-5334

DATE: 03/10/2015

Job Order Contract

DESCRIPTION OF BID

- ☐ JOB SITE INSPECTION
☒ VENDOR CONFERENCE
☐ BID OPENING

BID DUE DATE: 03/27/2015

BUYER: Louann M. Jones

Durham Construction Company
COMPANY NAME
Ramon Torres
COMPANY REPRESENTATIVE
1025 Holland
COMPANY ADDRESS
Clavis, Ca 93611 93612
CITY/STATE/ZIP
Ramon@durham-construction.com
E-MAIL ADDRESS
559-294-9500 559-294-9200
PHONE NUMBER FAX NUMBER

COMPANY NAME
COMPANY REPRESENTATIVE
COMPANY ADDRESS
CITY/STATE/ZIP
E-MAIL ADDRESS
PHONE NUMBER
FAX NUMBER

cell #

MARK WILSON CONSTRUCTION
COMPANY NAME
DOUG REITZ
COMPANY REPRESENTATIVE
5799 E CLINTON AVE
COMPANY ADDRESS
FRESNO CA 93727
CITY/STATE/ZIP
DOUG@MARKWILSONCONSTRUCTION.COM
E-MAIL ADDRESS
559 348 0421 559 348 0471
PHONE NUMBER FAX NUMBER

COMPANY NAME
COMPANY REPRESENTATIVE
COMPANY ADDRESS
CITY/STATE/ZIP
E-MAIL ADDRESS
PHONE NUMBER
FAX NUMBER

Ardent General Inc.
COMPANY NAME
Justin Barton
COMPANY REPRESENTATIVE
3122 N. SUNNYSIDE #101
COMPANY ADDRESS
FRESNO CA 93727
CITY/STATE/ZIP
justin@ardentgeneral.com
E-MAIL ADDRESS
492-3969 492-3972
PHONE NUMBER FAX NUMBER

COMPANY NAME
COMPANY REPRESENTATIVE
COMPANY ADDRESS
CITY/STATE/ZIP
E-MAIL ADDRESS
PHONE NUMBER
FAX NUMBER

BID NO.: 912-5334

DATE: 03/10/2015

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☐ BID OPENING

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BUYER: Louann M. Jones

Staples Construction
COMPANY NAME
Chuck Terrazas
COMPANY REPRESENTATIVE
1501 Eastman Ave
COMPANY ADDRESS
Ventura, California 93003
CITY/STATE/ZIP
Chuck@staplesconstruction.com
E-MAIL ADDRESS
805-610-2699 805-658-8785
PHONE NUMBER FAX NUMBER

COMPANY NAME

COMPANY REPRESENTATIVE

COMPANY ADDRESS

CITY/STATE/ZIP

E-MAIL ADDRESS

PHONE NUMBER

FAX NUMBER

American Paving Co.
COMPANY NAME
Ross Jenkins
COMPANY REPRESENTATIVE
315 N. Thorne Ave.
COMPANY ADDRESS
Fresno, CA 93706
CITY/STATE/ZIP
apc-estimating@americanpavingco.com
E-MAIL ADDRESS
559-268-9886 559-268-2908
PHONE NUMBER FAX NUMBER

COMPANY NAME

COMPANY REPRESENTATIVE

COMPANY ADDRESS

CITY/STATE/ZIP

E-MAIL ADDRESS

PHONE NUMBER

FAX NUMBER

Frank Kraemer
COMPANY NAME
Frank Kraemer Inc.
COMPANY REPRESENTATIVE
32009 Koway Ln
COMPANY ADDRESS
Madison
CITY/STATE/ZIP

E-MAIL ADDRESS
608-4113
PHONE NUMBER

FAX NUMBER

COMPANY NAME

COMPANY REPRESENTATIVE

COMPANY ADDRESS

CITY/STATE/ZIP

E-MAIL ADDRESS

PHONE NUMBER

FAX NUMBER

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☒ VENDOR CONFERENCE
☐ BID OPENING

BID DUE DATE: 03/27/2015

BUYER: Louann M. Jones

ANDERSON GROUP INTERNATIONAL
COMPANY NAME

CARLOS MAGALLANES
COMPANY REPRESENTATIVE

10655 W. VANOWEN ST
COMPANY ADDRESS

BURBANK, CA 91505
CITY/STATE/ZIP

CARLOSMAGALLANES@GOAGI.COM
E-MAIL ADDRESS

818-760-4500
PHONE NUMBER

818-760-4502
FAX NUMBER

COMPANY NAME

COMPANY REPRESENTATIVE

COMPANY ADDRESS

CITY/STATE/ZIP

E-MAIL ADDRESS

PHONE NUMBER

FAX NUMBER

VELIS ENGINEERING, INC.
COMPANY NAME

Cynthia Benites
COMPANY REPRESENTATIVE

1929 Industrial Way
COMPANY ADDRESS

Sanger CA 93657
CITY/STATE/ZIP

cbenites@verizon.net
E-MAIL ADDRESS

559 876 0029
PHONE NUMBER

559 876 3300
FAX NUMBER

COMPANY NAME

COMPANY REPRESENTATIVE

COMPANY ADDRESS

CITY/STATE/ZIP

E-MAIL ADDRESS

PHONE NUMBER

FAX NUMBER

Gary Cornell
COMPANY NAME

Louann Jones
COMPANY REPRESENTATIVE

Daniel Kev
COMPANY ADDRESS

Felix Batista
CITY/STATE/ZIP

Bob Bethke
E-MAIL ADDRESS

PHONE NUMBER

FAX NUMBER

Kyle

Gordian

COMPANY NAME

COMPANY REPRESENTATIVE

COMPANY ADDRESS

CITY/STATE/ZIP

E-MAIL ADDRESS

PHONE NUMBER

FAX NUMBER

BID NO.: 912-5334

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- ☐ JOB SITE INSPECTION
☒ VENDOR CONFERENCE
☐ BID OPENING

BID DUE DATE: 03/27/2015

BUYER: Louann M. Jones

Sea Pac engineering inc
COMPANY NAME
John Lee
COMPANY REPRESENTATIVE
3325 Wilshire Blvd suite 305
COMPANY ADDRESS
Los Angeles CA 90010
CITY/STATE/ZIP
Jlee@seapaceng.com
E-MAIL ADDRESS
213-487-6130
PHONE NUMBER
213-487-6131
FAX NUMBER

ANDERSON GROUP INTERNATIONAL
COMPANY NAME
MIKE FAUSEIT
COMPANY REPRESENTATIVE
9334 SHELLARIDGE RD
COMPANY ADDRESS
BAKERSFIELD, CA 93312
CITY/STATE/ZIP
MIKEFAUSEIT@GOAGI.COM
E-MAIL ADDRESS
661-587-4475
PHONE NUMBER
661-587-4700
FAX NUMBER

R.S. Berry Jr. Inc.
COMPANY NAME
Mitch Delveitas
COMPANY REPRESENTATIVE
P.O. Box 468 12000 Hwy St Suite B
COMPANY ADDRESS
Selma CA 93662
CITY/STATE/ZIP
mitchr6@sbglobal.net
E-MAIL ADDRESS
559-896-1680
PHONE NUMBER
559-896-1682
FAX NUMBER

COMPANY NAME
COMPANY REPRESENTATIVE
COMPANY ADDRESS
CITY/STATE/ZIP
E-MAIL ADDRESS
PHONE NUMBER
FAX NUMBER

Sebastian
COMPANY NAME
Kelly Vost
COMPANY REPRESENTATIVE
7600 N. Palm
COMPANY ADDRESS
Fresno, CA 93711
CITY/STATE/ZIP
KVOST@SEBASTIANCORP.COM
E-MAIL ADDRESS
261-8235
PHONE NUMBER
432-5858
FAX NUMBER

COMPANY NAME
COMPANY REPRESENTATIVE
COMPANY ADDRESS
CITY/STATE/ZIP
E-MAIL ADDRESS
PHONE NUMBER
FAX NUMBER