



JOC SUPPLEMENTAL CONDITIONS
GREATER DAYTON PREMIER MANAGEMENT

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PART ONE: JOC INSTRUCTIONS TO BIDDERS

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. **Estimated Annual Value** - An estimate of the value of Job Orders that could be issued to the Contractor each year.
- 1.6. **Job Order** - A written order issued by GDPM 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.
- 1.7. **Job Order Completion Date** - The date by which the Contractor must complete the Detailed Scope of Work.
- 1.8. **Job Order Completion Time** - The time within which the Contractor must complete the Detailed Scope of Work.
- 1.9. **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.
- 1.10. **Job Order Proposal** - A set of documents including: (a) Price Proposal; (b) construction schedule; (c) list of proposed subcontractors with a completed Subcontractor and Material Supplier Declaration Form; and (d) other requested documents.
- 1.11. **Joint Scope Meeting** - A meeting at the site to discuss the work to be performed before the Detailed Scope of Work is finalized.
- 1.12. **Non-Prepriced Task** - A task that is not set forth in the Construction Task Catalog®.
- 1.13. **Normal Working Hours** - Includes the hours from 8:00 a.m. to 5:00 p.m. Monday through Friday, except for GDPM holidays.
- 1.14. **Option Term** – An additional period of time beyond the Contract Term which extends the termination date of the Contract.
- 1.15. **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 GDPM Holidays.
- 1.16. **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.
- 1.17. **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.



- 1.18. **Project** - The collective improvements to be constructed by the Contractor pursuant to a Job Order or a series of related Job Orders.
- 1.19. **Request for Proposal** - A written request to the Contractor to prepare a Job Order Proposal for the Detailed Scope of Work referenced therein.
- 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 construction projects at different locations and facilities under the jurisdiction of the Greater Dayton Premier Management (“GDPM”) Housing Authority within the Montgomery County.

GDPM intends to award separate contracts for the following tiers:

- **Large Project JOC** – For Projects valued greater than or equal to \$100,000
(General Construction/Capital Projects)
- **Small Project JOC** – Projects valued under \$100,000
(Maintenance/Make Ready/Small Construction Projects)

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.

Bidders will bid two Adjustment Factors to be applied to the Unit Prices. One Adjustment Factor for performing work 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[®]. Bidders will also bid a Non-Prepriced Adjustment Factor to be applied to Non-Prepriced Work.



Contracts will be awarded to the lowest, most responsible bidder(s). **It is the intent of GDPM to award one or more contracts in each of the following construction disciplines:**

Trade Type of Contract and Contract Amount	Number of Awards
Large Projects \$100,000- \$2M	
General Contractor	1-2
Small Projects Less than \$100,000	
Vacant Unit Turn/Make Ready	2-3
General (small construction/minor repairs)	1-2
HVAC	1-2
Electrical	1-2
Plumbing	1-2
Flooring	1-2
Painting/Drywall Repair	1-2

Thereafter, as work is identified, the Contractor will attend a Joint Scope Meeting with the GDPM to review and discuss the proposed work. GDPM will prepare a Detailed Scope of Work and issue a Request for 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.

If the Job Order Proposal is found to be complete and accurate, GDPM 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 one (1) unilateral Option Term. GDPM will give notice of the intent to exercise the option to renew the contract 30 days prior to the approaching 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.



4. CONTRACT VALUE

During the base term of the Contract, each Large Project Contract Awardee will be offered at least one opportunity to perform Job Orders totaling at least \$10,000. During the base term of the contract, each Small Project Contract Awardee will be offered at least one opportunity to perform Job Orders totaling at least \$2,000.

The Estimated Annual Value of construction services work under this award is \$5,000,000. The work will be allocated to each of the awarded contracts based on the assignment of work. For each contract bid, it is the intent of the Authority to distribute work in an equitable manner to performing Contractors.

5. ADJUSTMENT FACTORS

There are five (5) Adjustment Factors for this Contract. When preparing a Price Proposal, the Contractor shall select the appropriate Adjustment Factor.

The Adjustment Factors are as follows:

- **Non-Prevailing Wage Rate Projects, Normal Working Hours Adjustment Factor:** Monday through Friday 8:00 am to 5:00 pm except GDPM holidays.
- **Non-Prevailing Wage Rate Projects, Other Than Normal Working Hours Adjustment Factor:** Monday through Friday 5:01 pm to 7:59 am and all-day Saturday, Sunday and GDPM holidays.
- **Prevailing Wage Rate Projects, Normal Working Hours Adjustment Factor:** Monday through Friday 8:00 am to 5:00 pm except GDPM holidays.
- **Prevailing Wage Rate Projects, Other Than Normal Working Hours Adjustment Factor:** Monday through Friday 5:01 pm to 7:59 am and all-day Saturday, Sunday and GDPM holidays.
- **Non Pre-priced Task Adjustment Factor:** for Non Pre-priced Tasks.

The Adjustment Factor for Non-Prevailing Wage Projects, Other Than Normal Working Hours must be equal to or greater than the Adjustment Factor for Non-Prevailing Wage Projects, Normal Working Hour.

The Adjustment Factor for Prevailing Wage Projects, Other Than Normal Working Hours must be equal to or greater than the Adjustment Factor for Prevailing Wage Projects, Normal Working Hour.

The Non Pre-priced Task Adjustment Factor must be greater than or equal to 1.0000.



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-Prevailing Wage Rate Projects, Normal Working Hours	60%
Non-Prevailing Wage Rate Projects, Other Than Normal Working Hours	10%
Prevailing Wage Rate Projects, Normal Working Hours	10%
Prevailing Wage Rate Projects, Other Than Normal Working Hours	10%
Non Pre-Priced Tasks	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. Bidders who submit separate Adjustment Factors for separate Unit Prices will be considered non-responsive and their bid will be rejected.

6. CONTRACT SPECIFICS

6.1. CONTRACTS

DISCIPLINE	SCOPE OF WORK
General Construction/Make-Ready	Used primarily for Job Orders whose Detailed Scope of Work involves general construction trades where the overall Work to be performed is outside the Scope of Work of the other JOC Contracts. Scope will also include general construction of residential unit turnover/conversion based on design standards and specification included as a separate bid attachment to this solicitation.
Roofing	Used primarily for Job Orders whose Detailed Scope of Work primarily includes installation, removal, maintenance and repair of roofing materials and structures.
Painting	Used primarily for Job Orders whose Detailed Scope of Work primarily includes performing painting services on the interior and exterior of



	structures
HVAC	Used primarily for Job Orders whose Detailed Scope of Work primarily includes the installation, removal, repair, service and maintenance of existing HVAC mechanical systems, equipment and controls
Electrical	Used primarily for Job Orders whose Detailed Scope of Work primarily includes the installation, repair and maintenance of existing wiring, replacement of electrical equipment including emergency work.
Flooring	Used primarily for Job Orders whose Detailed Scope of Work primarily includes the installation, repair and maintenance of existing flooring.
Plumbing	Used primarily for Job Orders whose Detailed Scope of Work primarily includes the installation, repair and maintenance of existing plumbing fixtures.

6.2. GDPM will evaluate the overall Detailed Scope of Work to determine which discipline a Job Order will be assigned. However, GDPM reserves the right to assign any portion of the Detailed Scope of Work to any discipline.

7. SELF-PERFORMANCE FOR TRADE CONTRACTS

The Contractor shall perform with its own organization and forces not less than 51% of the total amount of labor hours performed at the Project Site through the working foreperson level. Note: The Owner 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 Owner 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.

8. PREVAILING WAGE RATES WAGE RATES

Prior to each project, GDPM will indicate to the JOC Contractor whether or not Davis Bacon Wage Rates apply and will provide the Contractor with a copy of the current wage determination. If Davis Bacon Wage Rates apply on a Job Order, the JOC Contractor will be expected to follow all requirements including submitting required documentation evidencing compliance.

9. 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 \$100,000**. 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 GDPM 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 GDPM, establishing the cost of the bonds.

10. 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 GDPM evidence that it and its subcontractors hold the required licenses.

11. JOC SYSTEM LICENSE FEE

GDPM 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 GDPM. **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 1% JOC System License Fee on all Projects procured by GDPM.** 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: PROCEDURE FOR ORDERING WORK

1. CONTRACTOR SELECTION

- 1.1. GDPM may award an individual Project to any contractor. GDPM 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 GDPM.
 - 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 GDPM.

2. CONDUCTING THE JOINT SCOPE MEETING

- 2.1. As the need exists, the GDPM will notify the Contractor of a potential Project. The GDPM 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 unless authorized by GDPM.
- 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
 - 2.3.12. Current Prevailing Wage Rates

3. FINALIZING THE DETAILED SCOPE OF WORK



- 3.1. After the Joint Scope Meeting, GDPM 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, GDPM will issue a Request for Proposal that will require the Contractor to prepare a Job Order Proposal. The Detailed Scope of Work, unless modified by both the Contractor and GDPM, will be the basis on which the Contractor will develop its Job Order Proposal and GDPM will evaluate the same.
- 3.2. GDPM 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 GDPM cannot agree on the quantities required, or for any other reason as determined by GDPM. In all such cases, GDPM 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 including a Subcontractor and Material Supplier Declaration Form for each Subcontractor; 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. GDPM 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 GDPM with a written explanation. If the explanation is accepted by GDPM, 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:

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

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

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

C = Lowest of three independent quotes for all materials.

Total for Non-Prepriced Tasks performed with Contractor's own forces = (A+B+C) x Non-Prepriced Task Adjustment Factor

For Non-Prepriced Tasks Performed by subcontractors:

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

D = Lowest of three subcontractor quotes

Total for Non-Prepriced Tasks performed by subcontractors = D x Non-Prepriced Task Adjustment Factor

- 4.2.2.4. After a Non Pre-priced Task has been approved by GDPM, 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. GDPM 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, the GDPM 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 shall be equal to 1.0101.
- 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 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 GDPM requires the 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 GDPM. The Contractor shall begin work as directed notwithstanding the absence of a fully developed Detailed Scope of Work, Request for 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.
- 4.13. In the event the Contractor is required to work in a secured facility or location where labor, materials, and equipment must be inspected, the Contractor will be permitted to add labor hours to the Job Order Price Proposal to account for lost time as a result of such inspection.

5. REVIEWING THE JOB ORDER PROPOSAL

- 5.1. GDPM will review the Job Order Proposal.
- 5.2. All incomplete Job Order Proposals shall be rejected.
- 5.3. GDPM 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, GDPM 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 GDPM, 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 GDPM.

6. ISSUANCE OF THE JOB ORDER

- 6.1. If the Job Order Proposal is found to be complete and accurate, GDPM may issue a Job Order to the Contractor.
- 6.2. The Job Order signed by GDPM and delivered to the Contractor constitutes GDPM'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. GDPM, 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. GDPM 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 GDPM. GDPM may perform such work by other means.

7. CHANGES IN THE WORK

- 7.1. GDPM, 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 GDPM, liquidated damages will 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.

JOC SUPPLEMENTAL CONDITIONS



Value of Job Order	Liquidated Damages
\$0 to \$10,000	\$100/Day
\$10,001 to \$50,000	\$250/Day
Over \$50,000	\$500/Day

**PART THREE: ADDITIONAL JOC SPECIFIC PROVISIONS****1. ENR CCI ADJUSTMENT OF THE ADJUSTMENT FACTORS**

- 1.1. Economic Price Adjustment: The Adjustment Factors may be updated on each anniversary of the effective date of the Contract to account for changes in construction costs, provided, the Contractor requests in writing, approximately fourteen to thirty days prior to such anniversary, that the Adjustment Factors be updated. The request shall be delivered to GDPM and to Gordian. In the event the Contractor fails to deliver the request timely, then GDPM shall determine the date on which the Adjustment Factors will be updated, but in no event will such date be later than thirty days after the written request to update the Adjustment Factors is received by GDPM. Thereafter, the Contractor's Adjustment Factors will be adjusted according to the following:
 - 1.1.1. A Base Year Index shall be calculated by averaging the 12 month Construction Cost Indices (CCI) for the average of the twenty cities published in the Engineering News Record (ENR) for the 12 months immediately prior to the month of the bid due date (e.g. February bid due date, Base Year Index is February of the prior year to January of the bid due date year).
 - 1.1.2. A Current Year Index shall be calculated by averaging the 12 month Construction Cost Indices (CCI) for the average of the twenty cities published in the Engineering News Record (ENR) for the 12 months beginning with the month of anniversary of the bid due date (e.g. February bid due date, Current Year Index is February of the prior year to January of the current year).
 - 1.1.3. The Economic Price Adjustment shall be calculated by dividing the Current Year Index by the Base Year Index.
 - 1.1.4. The Contractor's original Adjustment Factors shall be multiplied by the Economic Price Adjustment to obtain the Contractor's new Adjustment Factors effective for the next 12 months.
 - 1.1.5. Averages shall be obtained by summing the 12-month indices and dividing by 12.
 - 1.1.6. All calculations shall be carried to the fifth decimal place and rounded to the fourth decimal place. The following rules shall be used for rounding:
 - 1.1.7. The fourth decimal place shall be rounded up when the fifth decimal place is five (5) or greater.
 - 1.1.8. The fourth decimal place shall remain unchanged when the fifth decimal place is less than five (5).
- 1.2. ENR occasionally revises indices. ENR CCIs used in the calculations described above shall be those currently published at the time the Economic Price Adjustment calculation is performed. No retroactive adjustments will be made as a result of an ENR revision. Revised CCI indices, if any, shall be used in subsequent calculations.
- 1.3. If the Contractor submits a Price Proposal with outdated Adjustment Factors, then the Contractor waives its right to resubmit the Price Proposal using updated Adjustment Factors.
- 1.4. 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.
- 1.5. The Non-Prepriced Adjustment Factor shall remain fixed for the duration of the Contract.



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 GDPM 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 GDPM 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 GDPM, the Contractor is not providing a sufficient level of supervision, GDPM 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 GDPM.

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. COOPERATIVE PURCHASING

- 4.1. Other agencies or members of cooperative purchasing entities ("Entities") may purchase construction services from the Contractor utilizing this Contract ("ezIQ[®] Projects"). **If the Contract is utilized by Entities, the Contractor agrees to pay Gordian a 6.25% license fee (ezIQ[®] License Fee) due and payable within five (5) days from the date the Contractor receives payment from an Entity.** License Fees not paid by the specified deadline shall bear an interest rate of 1½% per month until paid. *To compensate the Contractor for the 6.25% ezIQ[®] License Fee on ezIQ[®] Projects, the Contractor's Adjustment Factors will be adjusted by dividing the bid Adjustment Factors by 0.9375.*
- 4.2. **Reimbursable Tasks for ezIQ[®] Projects:** To compensate the Contractor for the cost of the ezIQ[®] License Fee on reimbursable tasks, all reimbursable tasks for ezIQ[®] Projects shall have an adjustment of 1.0667 applied.
- 4.3. Gordian and the Contractor shall mutually utilize ezIQ[®] 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 GDPM's sole discretion, may be deemed grounds for termination of this Contract.
- 4.4. The Contractor acknowledges that The Gordian Group, Inc. will administer cooperative purchases through this Contract and that GDPM has no obligation to administer purchases by Entities.
- 4.5. GDPM 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").



4.6. 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

- 4.7. The Contractor shall, within two (2) business days of receipt of a Purchase Order from an Entity, provide notification to GDPM 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.
- 4.8. The Contractor shall, within two (2) business days of sending an invoice to an Entity, provide notification to GDPM 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.
- 4.9. GDPM 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 GDPM 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, GDPM 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 GDPM and/or Gordian, GDPM 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.

5. ORDER OF PRECEDENCE

- 5.1. Any inconsistency in Contract Documents shall be resolved by giving precedence in the following order:
- 5.1.1. Change Orders to the Contract (later takes precedence over earlier);
 - 5.1.2. Agreement;
 - 5.1.3. Addenda (later takes precedence over earlier);
 - 5.1.4. JOC Supplemental Conditions;
 - 5.1.5. Construction Bidders Packet;
 - 5.1.6. 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);
 - 5.1.7. General Terms and Conditions for Construction Services;
 - 5.1.8. Invitation for Bids;
 - 5.1.9. The Construction Task Catalog[®]; and
 - 5.1.10. Technical Specifications.



6. CONSTRUCTION TASK CATALOG®

The Construction Task Catalog® dated February 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:

 [Greater Dayton Premier Management Construction Task Catalog® - Distribution .pdf](#)

7. TECHNICAL SPECIFICATIONS

The Technical Specifications dated February 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:

 [Greater Dayton Premier Management Technical Specifications - Distribution.pdf](#)

END OF THE JOC SUPPLEMENTAL CONDITIONS