

UNIVERSITY OF CALIFORNIA, SANTA BARBARA

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SANTA BARBARA • SANTA CRUZ

OFFICE OF DESIGN & CONSTRUCTION SERVICES and PHYSICAL FACILITIES

CONTRACTING SERVICES
Building 439
Santa Barbara, California 93106-1030
Telephone (805) 893-3356
Fax (805) 893-8592

SENT VIA: FAX ON THIS DATE
 HAND DELIVERY ON THIS DATE
 FEDERAL EXPRESS ON THIS DATE
 UNITED PARCEL SERVICE ON THIS DATE

HOLDERS OF PLANS AND SPECIFICATIONS:

Job Order Contract – Campus Paving
Project No. FM130575-JOC
Addendum No. 2

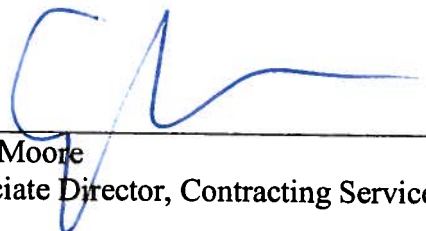
August 6, 2013

Enclosed is **ADDENDUM NO. 2** to the Construction Documents on the above-captioned project.

Please note, the **bid deadline and opening date is hereby changed** from Thursday, August 8, 2013 at 2:30 PM to **Tuesday, August 13, 2013 at 2:30 PM** to be held at:

CONTRACTING SERVICES
Facilities Management, Bldg. 439,
Door #E, Reception Counter
University of California, Santa Barbara
Santa Barbara, CA 93106-1030.

Late arrivals shall be disqualified. Please allow time for unforeseen traffic delays, securing a parking permit and potential parking problems.



Greg Moore
Associate Director, Contracting Services

ADDENDUM NO. 2

to the

CONSTRUCTION DOCUMENTS

August 6, 2013

GENERAL

The following changes, additions or deletions shall be made to the following document(s) as Indicated; all other conditions shall remain the same.

I. ADVERTISEMENT FOR BIDS

Item No.

- 1-1. Page 2, sentence beginning with “Bid Deadline: Sealed Bids...”: **Replace sentence in its entirety, with the following:**

“Bid Deadline: Sealed bids must be received on or before 2:30PM on August 13, 2013. Sealed Bids will be received only at:

Contracting Services
Facilities Management, Bldg. 439
Door #E, Reception Counter
University of California, Santa Barbara
Santa Barbara, CA 93106-1030”

II. INSTRUCTIONS TO BIDDERS

Item No.

- 2-1. Page 6-7, Article 6 CONSIDERATION OF BIDS, Item 6.3.6: **INSERT item 6.3.6.6, , with the following language:**

“ .6 Executed copy of the JOC System License and Fee Agreement between the Contractor and the Gordian Group. “

III. SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

Item No.

3-1. Page 2, Item 4: REPLACE item, in its entirety, with the following language:

“Bids will be received on or before the Bid Deadline: 2:30 PM, August 13, 2013,
and only at:

University of California, Santa Barbara
Campus Design and Facilities, Contracting Services
Facilities Management, Bldg. 439
Door #E, Reception Counter
University of California, Santa Barbara
Santa Barbara, CA 93106-1030”

IV. INFORMATION AVAILABLE TO BIDDERS

Item No.

4-1. Page 1, INFORMATION AVAILABLE TO BIDDERS: INSERT, the following language and sample document after Item No. 5 :

“6. JOC System License and Fee Agreement”

(Continued on next page)

JOC System License and Fee Agreement

This Agreement is made this **[Insert Date]** day of **[Insert Month]**, 2013 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 140 Bridges Road, Suite E, Mauldin, South Carolina 29662 ("Gordian").

WHEREAS, pursuant to the terms and conditions of a contract between Gordian and **[Insert Owner's Full Legal Name]** ("Owner"), Gordian has agreed to provide the Owner's Job Order contractor's with a license to Gordian's JOC System, and

WHEREAS, the Owner has awarded Contract No. **[Insert Number]** ("Contract") to the Contractor.

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

JOC System License – Gordian hereby grants to the Contractor, and the Contractor hereby accepts from Gordian for the term of the Contract, or the term of Gordian's contract with Owner, whichever is shorter, a non-exclusive 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. The Contractor hereby agrees that Proprietary Information shall include, but is not limited to, Gordian's PROGEN[®] and/or eGordian[®] JOC information management applications and support documentation, Construction Task Catalog[®], training materials and other proprietary materials provided to the Contractor by Gordian. In the event the Contract expires or terminates, or Gordian's contract with the Owner expires or terminates, or the Contractor fails to pay the Contractor License Fee specified below, this JOC System License shall terminate and the Contractor shall return all Proprietary Information in its possession to Gordian.

The Contractor acknowledges that disclosure of Proprietary Information will result in irreparable harm to Gordian for which monetary damages would be an inadequate remedy and agrees that no such disclosure shall be made to anyone without first receiving the written consent of Gordian. The Contractor further acknowledges and agrees to respect the copyrights, registrations, 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 the Contractor, subject to federal, state and local laws related to public disclosure.

Contractor License Fee – In accordance with the terms of the Contract, the 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 the Contractor by the Owner. The Contractor further agrees to remit the Contractor License Fee to Gordian within ten (10) days of the Contractor's receipt of each Job Order, Purchase Order or other similar purchasing document from the Owner. The Contractor shall make payments payable to The Gordian Group, Inc. and shall mail the payments to P.O. Box 751959, Charlotte, NC 28275-1959.

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 or any Job Order, Purchase Order or similar purchasing document issued to the Contractor by the Owner, this Agreement shall take precedence.

[Insert Contractor's Full Legal Name]

The Gordian Group, Inc.

Signature: _____

Signature: _____

Name: _____

Name: David L. Mahler

Title: _____

Title: Vice President, Contracts

V. EXHIBIT “F”, CONSTRUCTION TASK CATALOG

Item No.

5-1. Page 01-19 TEMPORARY CHAIN LINK FENCE PANELS (PORTABLE), UP TO 6 MONTHS, REPLACE line items 01562600-0025, 01562600-0026, and 01562600-0027 in their entirety with the following:

01 56 26 00-0025	LF Temporary 4' High Chain Link Fence Panels (Portable), Up To 6 Months	2.63
	<i>For >100 To 250, Deduct</i>	-0.13
	<i>For >250 To 500, Deduct</i>	-0.26
	<i>For >500, Deduct</i>	-0.39
	<i>For Shade Cloth, Add</i>	1.60
01 56 26 00-0026	LF Temporary 6' High Chain Link Fence Panels (Portable), Up To 6 Months	2.80
	<i>For >100 To 250, Deduct</i>	-0.14
	<i>For >250 To 500, Deduct</i>	-0.28
	<i>For >500, Deduct</i>	-0.42
	<i>For Shade Cloth, Add</i>	2.55
01 56 26 00-0027	LF Temporary 8' High Chain Link Fence Panels (Portable), Up To 6 Months	4.03
	<i>For >100 To 250, Deduct</i>	-0.20
	<i>For >250 To 500, Deduct</i>	-0.40
	<i>For >500, Deduct</i>	-0.60
	<i>For Shade Cloth, Add</i>	3.60

5-2. Page 32-4 PRE-MIX ASPHALT PAVING, REPLACE line items 32121613-0001 THROUGH 32121613-0006 in their entirety with the following:

32 12 16 13-0001	Intermediate Binder Courses (32 12 16 13) Note: Meets Caltran requirements.	
32 12 16 13-0002	TON Bituminous Hot Mix Intermediate Course 3954 LB/CY	104.80
	Note: Includes Type A and Type B with 1/2" to 3/4" course or medium aggregate, placement, rolling, finishing and sweeping. Used for applications not described elsewhere in this section.	
	<i>For Warm Mix Additive, Add</i>	3.60
	<i>For >500 To 1000, Deduct</i>	-4.53
	<i>For >1000 To 2500, Deduct</i>	-8.22
	<i>For >2500 To 5000, Deduct</i>	-12.75
	<i>For >5000, Deduct</i>	-18.29
	<i>For PG64-10 Asphalt, Add</i>	6.30
32 12 16 13-0003	Surface Courses (32 12 16 13) Note: Meets Caltran requirements.	

32 12 16 13-0004.....	TON Bituminous Hot Mix Surface Course 3954 LB/CY	110.00
	Note: Includes Type A and Type B with 1/2" to 3/4" course or medium aggregate, placement, rolling, finishing and sweeping. Used for applications not described elsewhere in this section.	
	<i>For Warm Mix Additive, Add</i>	3.60
	<i>For PG64-10 Asphalt, Add</i>	12.60
	<i>For >500 To 1000, Deduct</i>	-4.61
	<i>For >1000 To 2500, Deduct</i>	-8.39
	<i>For >2500 To 5000, Deduct</i>	-13.00
	<i>For >5000, Deduct</i>	-18.66
32 12 16 13-0005.....	TON Asphalt Rubberized Hot Mix (ARHM) Surface Course	130.30
	Note: Includes 1/2" to 3/4" course or medium aggregate, placement, rolling, finishing and sweeping.	
	<i>For Warm Mix Additive, Add</i>	3.60
32 12 16 13-0006.....	TON Hand Placed Hot Mixed Asphalt 3954 LB/CY	257.51
	Note: For small areas not reachable by machine. Includes placement, rolling, finishing and sweeping.	

VI. GENERAL

Item No.

- 6-1.** Refer to Attachment A for list of submitted Requests for Information (RFI's) and related University responses.

END OF ADDENDUM NO. 2

Attachment A

**University Response(s) to Questions, Set No. 1
Job Order Contract – Campus Paving
FM130575-JOC**

The following questions and associated responses were either submitted to the University by potential bidders or are being offered by University staff to clarify the Bidding Documents. The University responses included, do not purport to contain all relevant information, and interested parties should conduct their own investigation and analysis regarding the accuracy, reliability and completeness of the information contained therein.

Question No. 1: Does the University have approved suppliers for the AC? It makes a difference calculating the haul from a designated supplier that may be out of the local geographic area.

University Response No. 1: No. The University does not have approved AC suppliers. Note, hauling over 15 miles would be paid for on a unit rate (i.e., per mile) basis as identified in the bidding documents (see Exhibit F, Construction Task Catalog).

Question No. 2: Does the University have approved suppliers for miscellaneous base?

University Response No. 2: No. The University does not have approved suppliers for miscellaneous base. (See, e.g., Section 31 01 20 00-02, Article 1.2 Products, A.5 Soils, for reference).

Question No. 3: Does the University have any requirements regarding disposal locations, and would the awarded contractor be compensated for excavation and/or scarifying and/or compaction, depending on the job, then for loading the spoils in a truck, then the haul rate per CY/mile?

University Response No. 3: The disposal of materials is not limited to any specific location in the bidding documents. The successful contractor would be compensated for the performance of all activities associated with removal of surplus satisfactory soil and waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off of University property. (See, e.g., Section 31 01 20 00-01 V.1 Disposal of Surplus and Waste Materials). The various line items will be established by the parties with a specific scope of services, inclusive of the relevant task codes in the CTC, and culminates in the issuance of a Job Order by the University.

Question No. 4: Will the University have an inspector on site for services provided under each Job Order?

University Response No. 4: The University has retained a consultant to provide inspection services for each project, as required.

Question No. 5: The awarded contractor is initially required to provide payment and performance bonds in the amount of \$1 million, but what happens if the work orders turn out to be much less?

University Response No. 5: The awarded contractor is required to provide both payment and performance bonds with an initial value of \$1M. The minimum value of work to be purchased under the contract is \$50,000, and the maximum Contact Value of \$2M per year is not guaranteed (see Agreement, Article 1, Work).

Question No. 6: Do you have any feeling for what kind of work is most likely to be done? Does the University intend to patch your way around campus, or do some complete reconstruction of sizable pieces of road/ parking lot?

University Response No. 6: The size and complexity of the construction work required under the agreement will vary, but the minimum value of work to be purchased by the University under the agreement will be \$50,000. Though past performance is not a guarantee of future work for the successful contractors, the paving work done on campus under the JOC has historically included parking lot and roadwork projects ranging from \$50,000 to \$815,000.

Question No. 7: How will the 1% Gordian fee be factored into Job Order pricing?

University Response No. 7: The Gordian fee is described in the Instructions to Bidders, Article 6.3.10. For your convenience, a copy of the Gordian fee agreement has also been included in the Information Available To Bidders under this addendum. In short, the successful contractor will be required to enter into a separate JOC System License and Fee Agreement with Gordian to facilitate training support services provided to the contractor by Gordian personnel throughout the term of the agreement. The fee amount will be 1% of each Job Order sum, which is to be paid by the Contractor within ten (10) days of the contractor's receipt of each Job Order. The fee shall be paid directly by the Contractor to Gordian, and such costs may be incorporated into the Adjustment Factor for each bidder.

END