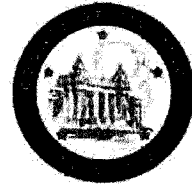


SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM: 3.4
(ID # 11176)

MEETING DATE:
Tuesday, February 4, 2020

FROM : ECONOMIC DEVELOPMENT AGENCY (EDA):

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA): Approval of Professional Services Agreement for Job Order Contract Consulting Services with The Gordian Group, Inc., All Districts. [\$700,000 - Interfund-Reimbursement for Services - 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify the attached Professional Services Agreement for Job Order Contract (JOC) Consulting Services between the County of Riverside (County) and The Gordian Group, Inc. (Gordian) for an annual not-to-exceed value of \$700,000 and authorize the Chairman of the Board to execute the agreement on behalf of the County; and
2. Authorize the Assistant County Executive Officer/ECD to administer the agreement of Gordian in accordance with applicable Board policies.

ACTION: Policy, CIP

A handwritten signature in black ink, appearing to read 'Robert Field'.

Robert Field, Assistant County Executive Officer/ECD 12/23/2019

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: February 4, 2020
xc: EDA

Kecia R. Harper
Clerk of the Board

By: Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 383,871	\$ 316,129	\$ 700,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Interfund-Reimbursement for Services – 100%			Budget Adjustment: No	
			For Fiscal Year: 2019/20-2020/21	

C.E.O. RECOMMENDATION: Approve.

BACKGROUND:

Summary

On November 14, 2006, Item 3.10, the Board of Supervisors (Board) authorized the development and implementation of a Job Order Contract (JOC) system of public works contracting.

JOC is an indefinite delivery/indefinite quantity procurement method that enables the County to complete a large number and wide variety of repair, renovation and construction projects. Contractors bid adjustment factors against the present unit prices that are established in a contract specific unit price book (UPB). The UPB specifies thousands of tasks and the cost of their associated materials, equipment and labor. EDA uses JOC to deliver qualified projects expeditiously without compromising quality; and in addition, JOC projects tend to reduce overhead costs of construction procurement, minimize change orders and create more efficient cost estimating.

On May 1, 2019, EDA advertised a Request for Qualifications (RFQ) for qualified JOC consulting firms interested in contracting with the County to provide JOC consulting services. The JOC Consultant will provide, implement and assist the County in executing and managing the JOC automated system. Gordian was selected based on their experience and proven track record to administer a JOC automated system. Gordian's contract expired on December 13, 2019; therefore EDA recommends the Board ratify the professional services agreement with Gordian in the amount of \$700,000 for one year from the date entered on the agreement.

Impact on Residents and Businesses

(Commences on Page 3)

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

Impact on Residents and Businesses

County residents will continue to receive the benefit of expedited delivery of public works projects.


Additional Fiscal Information

The use of JOC Consulting Services will be determined by JOC job orders that are issued a Notice to Proceed. Job orders and consulting services will be reimbursed by the user departments who initiate projects. Expenditures for FY 2019/20 are estimated at \$383,871; expenditures for FY 2020/21 are estimated at \$316,129. All costs associated with this Board action will be 100% funded through Interfund- Reimbursements for Services.

Attachment:

- Job Order Consulting Services Agreement with The Gordian Group, Inc.

RF:HM:VC:SP:tv General Form 11 11176 – 14031
S:\Project Management Office\FORM 11'S\FORM 11's_In Process\11176 – 14031_D3 – GenF11 - JOC Consulting Services with
Gordian_020420.doc



Steven Atkeson 1/29/2020



Gregory V. Priamos, Director County Counsel 1/22/2020



**CONSULTING SERVICES AGREEMENT
BETWEEN
COUNTY AND CONSULTANT**

by and between

The Gordian Group, Inc.

(the "Consultant")

and

THE COUNTY OF RIVERSIDE

(the "County")

FOR:

**COUNTY OF RIVERSIDE
ECONOMIC DEVELOPMENT AGENCY
PROJECT MANAGEMENT OFFICE
3403 10TH STREET, SUITE 400
RIVERSIDE, CA 92501**

FEB 04 2020 3.4

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CONSULTANT SERVICES AGREEMENT BETWEEN COUNTY AND CONSULTANT



THIS PROFESSIONAL SERVICES AGREEMENT BETWEEN COUNTY AND CONSULTANT ("Agreement") is entered into on this 14th day of December, 2019 by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California ("County") and The Gordian Group, Inc. ("Consultant"), collectively the ("Parties"), who are located at the following addresses:

County of Riverside
Economic Development Agency
Tenth Street, 4th Floor
Riverside, CA 92501

Consultant
The Gordian Group, Inc.
30 Patewood Drive, Suite 350
Greenville, SC 29615

The Parties do hereby agree as follows:

ARTICLE I • DESIGNATED CONTACTS

Coordination of CONSULTANT and COUNTY activities shall be accomplished through the assigned CONSULTANT MANAGERS, and COUNTY ADMINISTRATIVE MANAGERS.

The CONSULTANT MANAGERS for CONSULTANT shall be:

Leann Coalgrove, Account Manager
Maria Martinez, Sr. Account Manager

The COUNTY ADMINISTRATIVE MANAGERS for COUNTY shall be:

Sergio Pena, Deputy Director
Teresa Valadez, Administrative Services Supervisor

ARTICLE II • DEFINITION OF SERVICES

CONSULTANT shall perform Consulting Services to implement, manage and perform the duties associated with a complete Job Order Contracting Program (JOC PROGRAM). JOC PROGRAM services shall apply to Capital and Non-Capital construction, maintenance construction and improvement related JOC projects located throughout the County. CONSULTANT shall furnish all technical and professional services including labor, material, equipment, transportation, supervision, and expertise to fully and adequately perform the services generally described in Attachments A through C. Services shall be initiated at the request of one of the COUNTY PROJECT MANAGERS or authorized designee. All Services shall be executed by the CONSULTANT in accordance with this agreement and are subject to approval by the Director of the Economic Development Agency (EDA), or authorized designees and the CONSULTANT.

ARTICLE III • CONDITIONS

A. Notifications

All notices hereunder and communications regarding interpretation of the terms of this Agreement and changes thereto shall be effected by the mailing thereof by registered or certified mail, return receipt

requested, postage prepaid and addressed to the attention of the CONSULTANT MANAGER or the COUNTY ADMINISTRATIVE MANAGER at the respective addresses provided on page one of this Agreement.

B. Assignment

In as much as this Agreement is intended to secure the specialized services of CONSULTANT, CONSULTANT may not assign, transfer, delegate or sublet any interest herein without the prior written consent of COUNTY, which may be granted or withheld in its' sole discretion, provided such consent is not unreasonably withheld; and any such assignment, transfer, delegation or sublease without the COUNTY'S prior written consent shall be considered null and void.

C. Modifications

1. This Agreement may be amended or modified only by mutual written agreement of the Parties. No alteration or variation of the terms of this contract will be valid unless made in writing and signed by the Parties hereto and no oral understanding or agreement not incorporated herein, will be binding on any of the Parties hereto.

2. There shall be no change in the CONSULTANT MANAGER or key members of the PROGRAM team without prior written approval by the COUNTY Director of EDA, or authorized designees, provided such approval shall not be unreasonably withheld. COUNTY reserves the right to direct Gordian to change the CONSULTANT MANAGER at any time during the term of the agreement when it reasonably determines that such changes in the COUNTY'S best interest.

3. All modifications that do not fit within the definition of a minor modification to this Agreement shall be considered a major change and must be approved in writing by the CONSULTANT and COUNTY Board of Supervisors prior to implementing the major change.

D. COUNTY Directives

CONSULTANT shall receive contract directions and interpretations from the COUNTY ADMINISTRATIVE MANAGERS.

E. Liability

1. CONSULTANT has total responsibility for the accuracy and completeness of all data, reports, plans, and estimates prepared by CONSULTANT for the PROGRAM and shall check all such material accordingly. COUNTY will review all work product deliverables. The responsibility for accuracy and completeness of such items remains solely that of CONSULTANT. Neither the COUNTY'S review nor approval shall give rise to any liability or responsibility on the part of COUNTY, or waive any of COUNTY'S rights, or relieve CONSULTANT of its professional responsibilities or obligations under this Agreement.

2. The plans, designs, estimates, calculations, reports and other documents furnished in accordance with the Scope of Services shall meet the criteria for acceptance and be a product of neat appearance, well organized, technically and grammatically correct. The minimum standard of appearance, organization and contents shall be of similar types produced by COUNTY. If any work product submitted is not complete and ready for use by COUNTY, it shall be marked "Draft" or similar designation to indicate it is not ready for use by COUNTY. COUNTY expects that all work products not so designated are ready for and can be used on PROGRAM.

3. COUNTY and CONSULTANT agree that plans, drawings or other project data prepared by the COUNTY through the use of the PROGRAM are for the exclusive use of COUNTY and will be used by

COUNTY for the project for which they were specifically prepared. CONSULTANT shall not be responsible for use of such plans, drawings or other project data if used on a different project without the written authorization or approval by CONSULTANT.

4. CONSULTANT acknowledges that the plans, drawings and/or other project data may be used by COUNTY for the PROGRAM regardless of any disputes that may develop between CONSULTANT and COUNTY. All plans, drawings, or other project data shall be deemed the sole and exclusive property of COUNTY and ownership thereof is irrevocably vested in COUNTY whether the PROGRAM is fully executed or not.

5. CONSULTANT, and the agents and employees of CONSULTANT, in the performance of this contract, shall act in an independent capacity and not as officers, employees or agents of COUNTY.

6. CONSULTANT has the right to perform services for other clients during the term of this Agreement as long as such services are not in direct conflict with the services provided to COUNTY.

7. CONSULTANT and its employees shall not be entitled to and are not eligible for COUNTY employee benefits, including, but not limited to, medical, dental or vision insurance, life insurance, retirement benefits, vacation or sick pay, or any other benefit or compensation beyond that which is set forth explicitly in this contract.

8. CONSULTANT shall provide and maintain, throughout the term of this contract, their own workspace, tools, equipment and supplies necessary to perform the duties set forth for CONSULTANT MANAGERS under this Agreement. Notwithstanding the foregoing, COUNTY may, in its sole discretion, and with prior consent, provide access to COUNTY facilities, offices or meeting rooms during regular business hours for meetings, conferences or other work of CONSULTANT for COUNTY projects. COUNTY may provide no more than two work stations within the administrative office and grant access to the internet, copiers and printers for use by CONSULTANTS when onsite, nevertheless as long as the use of COUNTY property is related to COUNTY projects.

F. Indemnity and Hold Harmless

1. Basic Indemnity. To the fullest extent permitted by Applicable Laws, CONSULTANT agrees to defend (through legal counsel reasonably acceptable to County), indemnify, and hold harmless County of Riverside, its Agencies, Districts, Departments and Special Districts, Board of Supervisors, elected and appointed officials, and each of their respective directors, members, officers, employees, agents, representatives and volunteers ("Indemnitee(s)"), and each of them, from any and all Losses that arise out of or relate to any act or omission constituting ordinary and not professional negligence (including, without limitation, negligent breach of contract), recklessness, or willful misconduct on the part of CONSULTANT, or their respective employees, agents, or representatives

CONSULTANT further agrees to and shall indemnify and hold harmless the Indemnitees from all liability arising from suits, claims, demands, actions, or proceedings made by agents, employees or subcontractors of CONSULTANT for salary, wages, compensation, health benefits, insurance, retirement or any other benefit not explicitly set forth in this contract and arising out of work performed for COUNTY pursuant to this Agreement. The Indemnitees shall be entitled to the defense and indemnification provided for hereunder regardless of whether the Loss is in part caused or contributed to by the acts or omissions of an Indemnitee or any other person or entity; provided, however, that nothing contained herein shall be construed as obligating CONSULTANT to indemnify and hold harmless any Indemnitee to the extent not required under the provisions of Paragraph G.2, below.

2. Indemnity for Job Order Consultant Professional Services. To the fullest extent permitted by Applicable Law, CONSULTANT agrees to defend (through legal counsel reasonably acceptable to County), indemnify and hold harmless the Indemnitees, and each of them, against any and all Losses that arise out of, pertain to, or relate to, any negligence, recklessness or willful misconduct constituting professional negligence on the part of CONSULTANT, or their respective employees, agents, or representatives. The Indemnitees shall be entitled to the defense, and indemnification provided for hereunder regardless of whether the Loss is, in part, caused or contributed to by the acts or omissions of an Indemnitee or any other person or entity; provided, however, that nothing contained herein shall be construed as obligating CONSULTANT to indemnify and hold harmless any Indemnitee to the extent not required under the provisions of this section. CONSULTANT shall defend and pay, all costs and fees, including but not limited to attorney fees, cost of investigation, and defense, in any loss, suits, claims, demands, actions, or proceedings to the extent and in proportion to the percentage, such costs and fees arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of CONSULTANT arising out of or from the performance of professional services under this Agreement. The duty to defend applies to any alleged or actual negligence, recklessness, willful misconduct of CONSULTANT. The cost for defense shall apply whether or not CONSULTANT is a party to the lawsuit, and shall apply whether or not CONSULTANT is directly liable to the plaintiffs in the lawsuit. The duty to defend applies even if Indemnitees are alleged or found to be actively negligent, but only in proportion to the percentage of fault or negligence of CONSULTANT.

Without affecting the rights of County under any other provision of this Agreement, CONSULTANT shall not be required to indemnify or hold harmless or provide defense or defense costs to an Indemnitee for a Loss due to that Indemnitee's negligence, recklessness or willful misconduct; provided, however, that such negligence, recklessness or willful misconduct has been determined by agreement of CONSULTANT and Indemnitee or has been adjudged by the findings of a court of competent jurisdiction.

CONSULTANT agrees to obtain or cause to be obtained executed defense and indemnity agreements with provisions identical to those set forth in this section from each and every Subconsultant, of every Tier.

CONSULTANT's indemnification obligations under this Agreement shall not be limited by the amount or type of damages, compensation or benefits payable under any policy of insurance, workers' compensation acts, disability benefit acts or other employee benefit acts.

The Indemnitees shall be entitled to recover their attorneys' fees, costs and expert and CONSULTANT costs in pursuing or enforcing their right to defense and/or indemnification under this Agreement.

In the event there is conflict between the indemnity and defense provisions and California Civil Code Section 2782 and 2782.8, the indemnity and defense provisions shall be interpreted to comply with Civil Code Sections 2782 and 2782.8.

G. Quality Control

CONSULTANT shall implement and maintain the following quality control procedures during the preparation of the plans, reports, and documents relating to PROJECT. CONSULTANT shall have a quality control plan in effect during the entire time services are being performed under this contract. The plan shall establish a process whereby calculations are independently checked, plans checked, corrected and back-checked, and all job related correspondence and memoranda routed and received by affected persons and then bound in appropriate job files. Where several drawings show different work in the same area, means shall be provided to avoid conflicts and misalignment in both new and existing improvements. Evidence that the quality control plan is functional may be requested by the COUNTY PROJECT MANAGER or authorized designees. All plans, calculations, documents and other items submitted to the COUNTY

PROJECT MANAGER for review shall be marked clearly as being fully checked and that the preparation of the material followed the quality control plan established for the work.

H. Extra Work

1. In the event that COUNTY directs CONSULTANT to provide services constituting Extra Work, COUNTY shall provide extra compensation to the CONSULTANT. Allowable compensation for approved extra work will be based on the provisions of Attachment B, Consultant Service Fee Schedule, which is attached hereto and incorporated herein by reference.

2. An amendment to this Agreement providing for such compensation for Extra Work shall be issued by COUNTY to CONSULTANT. Such Amendment shall not be effective until executed by both Parties.

3. CONSULTANT shall not perform Extra Work until receiving written authorization from the COUNTY PROJECT MANAGER.

I. Disputes

1. In the event CONSULTANT considers any work demanded of him to be outside the requirements of this Agreement, or if he considers any order, instruction, or decision of COUNTY to be unfair, he shall promptly upon receipt of such order, instruction or decision, ask for a written confirmation of the same whereupon he shall proceed without delay to perform the work or to conform to the order, instruction, or decision; but unless CONSULTANT finds such order, instruction, or decision satisfactory, he shall within 20 days after receipt of same, file a written protest with COUNTY stating clearly and in detail his objections and reasons therefore. Except for such protests or objections as are made of record in the manner specified and within the time stated herein, and except for such instances where the basis of a protest could not reasonably have been foreseen by CONSULTANT within the time limit specified for protest, CONSULTANT hereby waives all grounds for protests or objections to the orders, instruction, or decisions of COUNTY and hereby agrees that, as to all matters not included in such protests, the orders, instructions and decisions of COUNTY will be limited to matters properly falling within COUNTY's authority.

2. Any controversy or claim arising out of or relating to this Agreement which cannot be resolved by mutual agreement may be settled by mediation or arbitration, provided that the Parties mutually agree to submit to mediation or arbitration.

3. Neither the pendency of a dispute nor its consideration by arbitration will excuse CONSULTANT from full and timely performance in accordance with the terms of the contract.

J. Termination Without Cause

1. COUNTY reserves the right to terminate this contract at COUNTY's discretion and without cause, upon thirty (30) calendar days written notice to CONSULTANT.

2. In the event of termination of the Agreement, upon demand, CONSULTANT shall deliver to COUNTY all field notes, surveys, studies, reports, plans, drawings, specifications, and all other materials and documents prepared by or provided to CONSULTANT in the performance of this contract. All such documents and materials shall be property of COUNTY.

3. In the event that this contract is terminated, CONSULTANT is entitled to full payment for all services performed in accordance with the terms of this Agreement up to the time written notice of contract cancellation is received by CONSULTANT. Payment shall be made for services performed to date based upon the percentage ratio that the basic services performed bear to the services contracted for, less

payments made to date; plus any amount for authorized, but unpaid, extra work performed and costs incurred.

K. Termination for Lack of Performance

COUNTY may terminate this contract and be relieved of the payment of any consideration to CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. In such event, CONSULTANT shall be paid only for work completed and delivered to COUNTY in a timely and successful manner.

L. Insurance

Without limiting or diminishing the CONSULTANT'S obligation to indemnify or hold the COUNTY harmless, CONSULTANT shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

1. Workers' Compensation:

If the CONSULTANT has employees as defined by the State of California, the CONSULTANT shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

2. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONSULTANT'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

3. Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONSULTANT shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

4. Professional Liability

CONSULTANT shall maintain Professional Liability Insurance providing coverage for the CONSULTANT'S performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If CONSULTANT'S Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONSULTANT shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONSULTANT has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

5. General Insurance Provisions - All lines:

a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

b. The CONSULTANT must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceed \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONSULTANT'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

c. CONSULTANT shall cause CONSULTANT'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONSULTANT shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

d. It is understood and agreed to by the parties hereto that the CONSULTANT'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

e. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONSULTANT has become inadequate.

f. CONSULTANT shall pass down the insurance obligations contained herein to all tiers of CONSULTANT'S working under this Agreement.

g. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

h. CONSULTANT agrees to notify COUNTY of any claim by a third party or any incident or event

that may give rise to a claim arising from the performance of this Agreement.

M. Conflict of Interest

CONSULTANT warrants, by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, COUNTY has the right to annul this Agreement without liability, pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee. CONSULTANT may be requested to complete a Conflict of Interest Statement prior to, during, or after execution of this contract. CONSULTANT understands that as a condition of this contract CONSULTANT agrees to complete the Conflict of Interest Statement when requested to do so by COUNTY.

N. Legal Compliance

CONSULTANT shall comply with all Federal, State and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals currently in effect and in any manner affecting the performance under this contract, including, without limitation, workers' compensation laws and licensing and regulations.

O. Nondiscrimination

1. During the performance of this Agreement, CONSULTANT shall not act unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex. CONSULTANT shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONSULTANT shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

2. CONSULTANT will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by COUNTY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to COUNTY, and shall set forth what efforts he has made to obtain the information.

3. In the event of CONSULTANT'S noncompliance with the nondiscrimination provisions of this contract, COUNTY shall impose such contract sanctions as it determines to be appropriate, including, but not limited to:

- Withholding of payments to CONSULTANT under the contract until CONSULTANT complies;
- Cancellation, termination, or suspension of the contract in whole or in part.

4. CONSULTANT shall comply with Title VI of the Civil Rights Act of 1964, as amended. Accordingly, 49 CFR 21 through Appendix H and 23 CFR 710.405(b) are applicable to this contract by reference.

P. Labor Code and Prevailing Wages

1. Certain Classifications of Labor under this contract may be subject to prevailing wage requirements.

2. Reference is made to Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with Section 1720). By this reference said Chapter 1 is incorporated herein with like effect as if it were here set forth in full. The parties recognize that said Chapter 1 deals, among other things with discrimination, penalties and forfeitures, their disposition and enforcement, wages, working hours, and securing worker's compensation insurance and directly affect the method of prosecution of the work by CONSULTANT and subject it under certain conditions to penalties and forfeitures. Execution of the contract by the parties constitutes their agreement to abide by said Chapter 1, their stipulation as to all matters which they are required to stipulate as to by the provisions of said Chapter 1, constitutes CONSULTANT'S certification that he is aware of the provisions of said Chapter 1 and will comply with them and further constitutes CONSULTANT'S certification as follows: "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."

3. Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates, including the per diem wages applicable to the work, and for holiday and overtime work, including employer payments for health and welfare, pension, vacation, and similar purposes, in the county in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are available from the California Department of Industrial Relations' Internet website at <http://www.dir.ca.gov>:

Q. Review and Inspection

CONSULTANT shall permit COUNTY to review and inspect PROJECT activities including review and inspection on a daily basis, if requested.

R. Record Retention / Audits

1. CONSULTANT and COUNTY shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for ten years from the date of final payment under the contract or ten years from project closeout, whichever is later.

2. COUNTY, the State Auditor General, or any duly authorized representative of the State Government shall have access to any books, records, and documents of CONSULTANT that are pertinent to the contract for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. CONSULTANT shall not archive or delete any related documents to COUNTY PROJECTS without the consent of the COUNTY.

S. Ownership of Data

All rights, title and ownership to any deliverables provided by CONSULTANT shall be governed by the JOC System License included as Attachment C and hereby incorporated by reference herein. Excluding the Proprietary Information, as that term is defined within the JOC System License, ownership and title to all reports, documents, plans, specifications, estimates produced, and data produced as part of this contract will automatically be vested in COUNTY and no further agreement will be necessary to transfer ownership to COUNTY.

T. Confidentiality of Data

1. All financial, statistical, personal, technical or other data and information which is designated confidential by COUNTY, and made available to CONSULTANT in order to carry out this contract, shall be protected by CONSULTANT from unauthorized use and disclosure.
2. Permission to disclose information on one occasion for a public hearing held by COUNTY relating to the contract shall not authorize CONSULTANT to further disclose such information or disseminate the same on any other occasion.
3. CONSULTANT shall not comment publicly to the press or any other media regarding the contract, including COUNTY actions regarding this contract. Communication shall be limited to COUNTY, or CONSULTANT'S staff that are involved with the project, unless CONSULTANT shall be requested by COUNTY to attend a public hearing or respond to questions from a Legislative committee.
4. CONSULTANT shall not issue any news release or public relations item of any nature whatsoever regarding work performed or to be performed under this contract without prior review of the contents thereof by COUNTY and receipt of COUNTY's written permission.

U. Funding Requirements

1. All obligations of COUNTY are subject to appropriation of resources by various Federal, State and local agencies.
2. This contract is valid and enforceable only if sufficient funds are made available to COUNTY for the purpose of the potential associated JOC Project. In addition, this contract is subject to any additional restrictions, limitations, conditions or any statute enacted by Congress, State Legislature or COUNTY that may affect the provisions, terms or funding of this contract in any manner.
3. It is mutually agreed that if sufficient funds for the program are not appropriated, this contract will be amended or terminated to reflect any reduction in funds.

ARTICLE IV • PERFORMANCE

A. Performance Period

1. This Agreement shall begin upon notification to proceed by the COUNTY ADMINISTRATIVE MANAGER. Unless terminated or otherwise cancelled as permitted herein, the term of this Agreement shall be 12 months from the day of execution, and may renew for one (1) additional year upon mutual agreement of the parties:

Date: 12/14/19

2. CONSULTANT is advised that any recommendation for contract award is not binding on COUNTY until the proposed contract is fully executed and approved by COUNTY.
3. CONSULTANT shall perform PROGRAM services in accordance with the provisions set forth in Attachments A through C, Job Order Contract Consultant Services, which is attached hereto and incorporated herein by reference.
4. Where CONSULTANT is required to prepare and submit studies, reports, plans, etc., to COUNTY, these shall be submitted in draft as scheduled, and the opportunity provided for COUNTY to offer comments prior to final submission.
5. When COUNTY determines that CONSULTANT has satisfactorily completed the PROGRAM services, COUNTY may give CONSULTANT a written Notice of Final Acceptance. CONSULTANT shall not incur any further costs hereunder unless so specified in the Notice of Final Acceptance. CONSULTANT

may request a Notice of Final Acceptance determination when, in its opinion, it has satisfactorily completed all covenants as stipulated in this contract.

6. Time is of the essence in this contract.

B. Time Extensions

1. Any delay in providing PROGRAM services required by this contract occasioned by causes beyond the control and not due to the fault or negligence of CONSULTANT, shall be the reason for granting an extension of time for the completion of the aforesaid work. When such delay occurs, CONSULTANT shall promptly notify COUNTY in writing of the cause and of the extent of the delay whereupon COUNTY shall ascertain the facts and the extent of the delay and grant an extension of time for the completion of the work when, in COUNTY's judgment, their findings of fact justify such an extension of time.

2. COUNTY's findings of fact shall be final and conclusive to the parties hereto. However, this is not intended to deny CONSULTANT its' civil legal remedies in the event of a dispute.

C. Reporting Progress

1. To ensure understanding and performance of the contract objectives, meetings between COUNTY, and CONSULTANT shall be held as often as deemed necessary. All work objectives, CONSULTANT'S work schedule, the terms of the contract and any other related issues will be discussed and/or resolved. CONSULTANT shall keep minutes of meetings and distribute copies of minutes as appropriate.

D. Evaluation of CONSULTANT

CONSULTANT'S performance will be evaluated by COUNTY for future reference.

ARTICLE V • COMPENSATION

A. Work Authorization

CONSULTANT shall not commence performance of any work or project services until so directed by the COUNTY PROJECT MANAGER. No payment will be made prior to approval of this contract and without issuance of a Job Order.

B. Basis of Compensation

1. PROJECT services as provided under this contract and as described in the Scope of Services, shall be compensated for as defined in Attachments A through C, Budget, which is attached hereto and incorporated herein by reference. The total amount of the contract is not to exceed

Seven hundred thousand Dollars, \$ 700,000 annually

In the event the total amount of the contract is achieved prior to the expiration of the contract, the contract shall be terminated, or shall be amended to provide for additional compensation under the contract. In no event shall CONSULTANT be required to perform the PROJECT services without additional compensation upon attainment of the total amount of the contract.

6. CONSULTANT shall be responsible for compliance with Government Code section 7550, if the total cost of the Agreement is over Five Thousand Dollars (\$5,000).

C. Payments

1. CONSULTANT shall submit monthly invoices for PROJECT Services in accordance with Attachments A through C.

2. CONSULTANT shall submit invoices on a per Job Order basis each month for PROGRAM services performed during the preceding month. Invoices shall be submitted to the Economic Development Agency, Accounting & Finance invoice e-mail address to: EDAFM-Invoices@Rivco.org and copy COUNTY ADMINISTRATIVE MANAGER for approval by the COUNTY PROJECT MANAGER.

3. Payments will be based on PROGRAM services provided and actual costs incurred.

4. Payments will be made as promptly as fiscal procedures will permit upon receipt by the COUNTY PROJECT MANAGER of invoices.

5. COUNTY reserves the right to reject any invoice submitted for payment 90 days after recordation of the Notice of Completion, Notice of Cessation or Cessation of project work for each Job Order.

ARTICLE VI • GENERAL TERMS

A. Law, Venue

1. This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California.

2. The County of Riverside shall be the venue for any action or proceeding that may be brought or arise out of, in connection with, or by reason of this Agreement.

B. Severability

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

C. Waiver

Neither the COUNTY'S review, approval of, nor payment for, any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and COUNSULTANT shall remain liable to the COUNTY in accordance with this Agreement for all damages to the COUNTY caused by CONSULTANT'S failure to perform any of the services furnished under this Agreement to the standard of care of the CONOSULTANT for its services, which shall be, at a minimum, a high standard of care for a JOC PROGRAM.

D. Review of Terms

Each Party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each Party acknowledges that the drafting of this Agreement was the product of negotiation, that no party is the sole author of this Agreement, and that this Agreement shall not be construed against any party as the drafter of this Agreement.

Remainder of Page Intentionally Left Blank

(Signatures on following page)

ARTICLE VII • APPROVALS

COUNTY Approvals

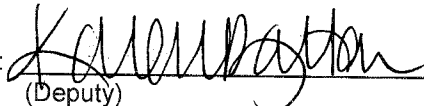
APPROVAL BY THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE

By: 
Chairman, Board of Supervisors

V. MANUEL PEREZ


ATTEST:

KECIA R. HARPER
Clerk of the Board

By: 
(Deputy)

(SEAL)

APPROVED AS TO FORM:
GREGORY P. PRIAMOS
County Counsel

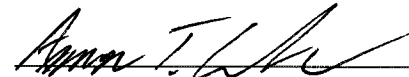
By: 
Kristine Bell Valdez
Deputy County Counsel

CONSULTANT Approvals

The Gordian Group, Inc.

Printed Name: Ammon T. Leshner

Title: Vice President, General Counsel

Signature: 

Date: January 16, 2020

ATTACHMENT A

JOB ORDER CONTRACT CONSULTANT SERVICES FOR THE COUNTY OF RIVERSIDE – ECONOMIC DEVELOPMENT AGENCY

BASE SERVICES – TIER 1

Consultant, The Gordian Group, Inc. (Gordian), shall provide experienced Account Managers that are responsible for the implementation and support of the County of Riverside (County) Job Order Contract (JOC) Program. The staff will report directly to the County and will be available to assist the client with any JOC related issues. Consultant shall provide all necessary labor, equipment and materials, as customarily rendered when providing professional consulting services for the establishment of a JOC Program within the County and assistance in the administration of Job Order Contracts. Consultant shall include the following services and deliverables:

1. Job Order Contract Program Development

Gordian shall work with the County's facility, procurement, legal and other designated staff to assess, develop and manage the JOC Program. Program Development includes reviewing and assessing the County's needs to determine the functionality of the existing program and, in conjunction with the County's staff, developing procedures that will be used to implement and administer the JOC Program. The following items are required of the JOC Program Development:

- a. Gordian shall organize and manage a series of conferences in order to promulgate general operating and organizational concepts.
- b. Gordian shall assist the County in developing draft internal execution procedures/policies for the JOC Program. These procedures should incorporate all applicable Federal, State and County laws, regulations and policies.
- c. Gordian shall fully document the final JOC Program execution procedures and policies.
- d. Gordian shall assist the County in incorporating appropriate safeguards into the execution procedures for the prevention of fraud, waste and abuse.
- e. Gordian shall coordinate the County JOC Program, policies and procedures with various County Departments as well as other Local, State and Federal agencies as designated by the County.

2. Document Preparation

Gordian shall provide a full set of customized JOC documents including a Riverside County specific Unit Price Book, Technical Specifications and the Contractual Terms and Conditions. The full JOC documents will be comprised of the following:

- a. Gordian shall provide a license to its proprietary construction cost data for the purpose of publishing the Unit Price Book for the County's JOC contracts. The Unit Price Book shall contain comprehensive individual construction tasks, along with applicable unit prices associated with County buildings and public works facilities (roadways, sidewalks, water, wastewater systems, drainage facilities, etc.). Each unit price shall be based on the prevailing equipment, material and labor prices

ATTACHMENT A

within the County's geographical region. The use of factors to localize prices is not acceptable. A price for demolition shall be provided for each construction task, if applicable. Gordian shall be responsible for maintaining and updating annually the Unit Price Book, including labor composition, regional rates, and local productivity factors. Gordian shall also maintain a comprehensive database containing each of the individual construction tasks and their corresponding unit prices. Gordian shall publish one master or reference copy of the Unit Price Book.

- b. The Technical Specifications shall be prepared in conjunction with the Unit Price Book and, where available, the County standards will be incorporated. Gordian shall maintain a comprehensive set of technical specifications for each of the construction tasks listed in the Unit Price Book and shall publish one master or reference copy of the Technical Specifications.
- c. The contractual Terms and Conditions shall be prepared in conjunction with County staff and shall incorporate JOC Contract language and forms with all appropriate County Contract language and forms.
- d. The Unit Price Book and Technical Specifications shall conform to current standard Construction Specifications Institute (CSI) Master Format convention.
- e. The complete customized JOC documents shall be electronic format, in a current version of Adobe Portable Document File (.PDF) or Microsoft Word on DVD or other media acceptable to the County.

3. **Procurement and Bid Support**

Gordian will be responsible for providing the County with complete technical and marketing support during the procurement and bid phase. Qualified staff with public sector procurement experience shall provide this support. The Consultant shall be required to organize and conduct pre-bid meetings/seminars with the intending bidders as well as make presentations on behalf of the County with various business and contracting organizations. The following additional requirements apply:

- a. Prepare and conduct orientation briefings for the County and other interested parties.
- b. Assist the County with JOC Contract bidding services, including bid addendums, RFI's and administration during the JOC Contract bid phase.
- c. Gordian shall coordinate with the County and attend the Public Bid Openings for JOC Contract services. Methods of representing the bid pricing and comparison for the Public Bid Opening shall be implemented in coordination with the appropriate County departments.
- d. Gordian shall assist with verification of the successful bidding JOC Contractor qualifications or capability and other tasks involved in the selection and award of JOC Contract Services as needed by the County.

ATTACHMENT A

4. Automated Job Order Contracting System

Gordian shall provide the County with a license for unlimited number of County staff to access and use the web-based or cloud-based JOC Information Management System (IMS) and Construction Task Catalog[®]. This system shall be compatible with the most current "Windows" operating system, as directed by the County. The JOC IMS will be capable of generating the JOC documents including independent cost estimates, contractor Price Proposals, Job Orders, and management reports and forms. Agreed upon standard reports and forms will be incorporated as requested by County. Gordian's new cloud-based JOC IMS will replace current web-based system. During the contract term, at a time mutually agreed upon by Gordian and the County, Gordian will migrate the County's contracts and user accounts to the new JOC IMS and conduct the training and support necessary to ensure a successful migration. The following additional requirements apply:

- a. The County shall not be restricted as to the number of licenses provided to County employees for the management system software.
- b. More than one County user shall be allowed to log on and update the system and use the data synchronously.
- c. Export capability for reports, as specified by the County, shall be provided. Export shall be in formats meeting industry standards and capable of being uploaded to a County database system.
- d. For emergency and prevention of data loss, the system software shall provide backup and restore capability. All application software and data shall be able to be backed up. All procedures shall be documented and approved by the County. Validation of the update process shall be a priority to safeguard the data.

5. Training Support

Gordian will be responsible for developing and conducting a comprehensive JOC training program for the County and JOC construction contractor staff, which will include different course modules that will provide specialized training to each element of County and JOC construction contract staff. The training will include comprehensive training courses for County staff and JOC contractors on the new JOC IMS, as referenced above, Item 4. The following additional requirements apply:

- a. Provide a 'hands-on' training program based on the approved County policies and procedures. Training will include a comprehensive training/reference manual with sample Work Orders, flow charts, and forms. The training program shall emphasize functional use and individual performance as the objective. Gordian shall conduct as many training courses as are required to ensure County staff is fully prepared to execute the JOC IMS. The training courses shall include practical exercises that shall be based on actual County projects. The JOC training program, comprised of multiple training sessions, shall be structured to the specific needs of the audience. The training courses shall stress practical application of the concept and contracts.

ATTACHMENT A

- b. Train the prospective and/or awarded JOC General Contractors staff on the implementation of the contracts. Conduct/attend orientation meetings, program review conferences, and program briefings as needed.
- c. Provide all training aids and material necessary to support the JOC training courses.

6. Technical Support

Gordian will be responsible for providing comprehensive JOC follow-up support to the County for the administration of its JOC program. Expectations include assisting the County with program execution, troubleshooting, implementation, and continuous system monitoring. Providing technical support is considered a vital component to ensuring a successful program. The following additional requirements apply:

- a. Gordian shall provide the County with continuous post-award documents maintenance support. This support shall include updating of construction tasks, unit prices, technical specifications, execution procedures, training materials and all other applicable documents. New updated document sets would be provided to the County upon request.
- b. Provide available updates of the JOC System software.
- c. Provide continuous telephonic systems support to the County with unlimited toll-free IMS support. The support shall include debugging and other systems-related support and shall be available 8:00 A.M. PST to 8:00 P.M. PST, Monday thru Friday.
- d. Conduct periodic training sessions for new County Project Managers.
- e. Assist the County in conducting periodic reviews of the concepts, performance and effectiveness. Develop documentation and statistics regarding elements of the program's execution. Document this information for senior management review and evaluation.
- f. Attend a pre-bid job walk with County staff, JOC Contractor, and architect or engineer, at the request of the County.
- g. Assist the County in the execution of the JOC system by providing experienced, on-site consultant managers to provide validation and accuracy checks for JOC Contractor proposals and evaluate program execution issues for the implementation of best practices.
- h. Assist with resolving issues when project plans and actual conditions vary.

7. Employees

Gordian's supervisory personnel will provide adequate competent supervision at all times during the performance of the contract. The Contractor will be responsible for maintaining satisfactory standards of employees' competency, conduct, courtesy, appearance, honesty, and integrity, and immediately remove any employee whose conduct is unsatisfactory to the County. Gordian will furnish all transportation and labor

ATTACHMENT A

costs for the services necessary to provide a complete JOC program for the County of Riverside.

8. Price Proposal Review - Option

As an Option offered to the County by Gordian, and upon the request by the County, Gordian shall review the Price Proposal submitted by the JOC Contractor. Gordian will perform the following:

- a. Review and become familiar with the Detailed Scope of Work (DSW) to obtain a clear understanding of the work that is to be performed.
- b. Determine that the JOC Contractor is proposing reasonable means and methods to perform the work specified in the DSW.
- c. Verify correct tasks and quantities have been selected to perform the DSW.
- d. Verify that a task is not available in the Construction Task Catalog for each non pre-priced task included in the price proposal.
- e. Verify the correct adjustment factor has been used to prepare the price proposal based on the Construction Task Catalog Guidelines.
- f. Verify proposal quantities against the design documents provided by the County.
- g. Assist the County with instructing the JOC Contractor to make the necessary revisions to their price proposal.

ENHANCED SERVICES – Tier 2

Tier 2 is the Development of Job Orders of enhanced services that will include Tier 1 and the development of the Job Order which includes: project and contractor identification, joint scope meetings, development of the detailed scope of work; request for proposal, preparation of the proposal and review; issuance of the job order and construction management.

Upon the request by the County, Gordian shall provide the following additional services and deliverables on an as-needed basis at the County's discretion.

1. Development of Job Orders

- a. Project Identification – When a project is identified, Gordian will work with the County Project Manager and assist with determining if the project is appropriate for JOC.
- b. Contractor Identification – In the event the County has multiple JOC contractors, Gordian will assist the County with identifying the appropriate JOC contractor for the project based on the scope of work involved, location of the project, and other factors such as remaining contract capacity, work on hand, and contractor performance.
- c. Joint Scope Meetings – After identification of JOC contractor, Gordian will promptly schedule a joint scope meeting at the project site to help the County and the JOC contractor agree on the detailed scope of work the JOC contractor will perform. The scoping process allows the JOC contractor to inspect the job site and ask questions before submitting a Price Proposal.

ATTACHMENT A

- d. Develop Detailed Scope of Work – Gordian will assist in preparing and revising a Detailed Scope of Work that describes the work the JOC Contractor will perform. Gordian will assist with resolving issues when project plans and actual conditions vary.
- e. Request for Price Proposal – Upon County's approval of Detailed Scope of Work, Gordian will send the Detailed Scope of Work and Request for Proposals to the JOC Contractor.
- f. Preparation of Price Proposal – JOC Contractor will prepare and submit a Price Proposal by selecting the appropriate tasks from the UPB (Construction Task Catalog). Gordian's JOC software will automatically calculate the total cost for each line item by multiplying the unit price of the task by the required quantities and the JOC contractor's competitively bid Adjustment Factor. The JOC Contractor will prepare additional County required information which includes the construction schedule, list of proposed local subcontractors, etc.
- g. Price Proposal Review – Gordian will review the Price Proposal to assure the JOC contractor has selected the appropriate tasks and quantities and will coordinate with the JOC contractor to make any required changes. Consultant will obtain and review and County required information submitted by the JOC contractor such as a construction schedule and list of proposed subcontractors. Consultant will submit the Price Proposal and related documents to the County for approval.
- h. Issue Job Order – Upon the County's approval of the Price Proposal and related documents, and decides to move forward with the project, the Consultant will assist the County with the issuance of the JOC Job Order to the JOC contractor.
- i. Construction Management – During construction, the County's Project Managers will follow its standards internal policies and procedures for construction management and site inspections, including coordinating any required code inspections. When unforeseen conditions arise or the County desires to change the Detailed Scope of Work, a Supplemental Job Order is developed in the same manner as the original Job Order. With JOC, changes to the work are pre-priced.

PROJECT MANAGEMENT SERVICES – Tier 3

Tier 3 is the development of project management services that will include Tier 1 and Tier 2, moving forward to the construction phase which includes: preconstruction meetings, construction site visits, inspections, reporting of construction status to County, Supplemental Job Orders, assist with construction payment applications, and finalize close-out.

Upon the request by the County, Gordian shall provide the following additional services and deliverables on an as-needed basis at the County's discretion.

- a. Pre-construction – Consultant will conduct a pre-construction meeting with the Project Manager and/or County representative(s), the JOC Contractor and, if applicable, the architect or engineer. Gordian will coordinate and share any pre-construction information with the County, the JOC Contractor and other appropriate parties, and will assist in the coordination of the JOC contractor obtaining the necessary permits and verify all documents required by the County, such as insurance certificates and bonds, are properly in place prior to the initiation of the proposed work. Gordian will

ATTACHMENT A

attend construction meetings; and maintain and distribute construction meeting minutes for each meeting.

- b. Site Visits – During construction, Gordian will conduct periodic site visits to monitor the JOC Contractor's work in progress, manage the JOC construction contractor's compliance with the scope of work and approved safety plan and complete a report for each site visit.
- c. Inspections – Gordian will coordinate any required technical or code inspections and/or certifications by the appropriate inspection agencies. Technical and code inspections and/or certifications will be the responsibility of the appropriate inspection agencies.
- d. Communicate – Gordian will provide weekly construction status reports to the County, conduct project progress meeting with all JOC contractors and staff on a periodic basis, and coordinate receipt of approved inspections and certifications. Gordian's weekly reports will include minutes and records of site visits, meetings and developments in the work.
- e. Supplemental Job Orders – In the event there are unforeseen conditions or the County requests changes to the scope of work after the work has begun, Gordian will analyze and process a Supplemental Job Order by utilizing the procedures used to develop the initial Job Order.
- f. Approvals – Gordian will review and approve, or direct necessary revisions to, the JOC construction contractor's applications for payment and obtain the County's approval of the work. Final acceptance of the work will be the responsibility of the County. Technical and code inspections will be the responsibility of the appropriate inspection agencies.
- g. Project Close-Out – As the final step in the process, Gordian will enter all Job Order related information into the web or cloud-based JOC information system and collect any required as-builts, warranties, OEM's, etc. from the JOC Construction Contractor. Gordian will also coordinate the compliance of contract reporting for the County contracts.

<End>

ATTACHMENT B

CONSULTANT SERVICE FEE SCHEDULE

The County shall pay The Gordian Group, Inc. (Gordian) in accordance with the provisions set forth below.

The County shall pay Gordian the fees, in percentage format, for each service listed below, which will be charged to the County based upon the value of each individual JOC Job Order only as the project job orders are awarded.

In consideration for the Gordian JOC Consultant Services for Base Services – Tier 1, including a license to the proprietary information as set forth in the JOC Information Management System (IMS) License of Attachment C, and as set forth in Attachment A, the County shall pay Gordian the County License Fee set forth below:

- **Tier 1 – Base Service Fee:** 1.95% of the value of each JOC Job Order through the JOC Program and Services outlined within Attachment A, Pages 1 thru 5.
 - **Price Proposal Review - Option:** As an option to the County, in consideration for Price Proposal Review of the JOC Job Order set forth within Attachment A, Page 5, the County shall pay the following fee in addition to the Base Service Fee of 1.95% set forth above:
 - 1% of the value of each JOC Job Order for which the County requests price proposal review.

In consideration for Enhanced Services – Tier 2, set forth within Attachment A, Pages 5 thru 6, the County shall pay the following fee in addition to Tier 1 – Base Service Fee, excluding the 1% Option Fee, set forth above:

- **Tier 2 – Enhanced Service Fee:** 3.05% of the value of each JOC Job Order for which the County requests enhanced services.

In consideration for Project Management Services – Tier 3, set forth in Attachment A, Pages 6 thru 7, the County shall pay the following fee in addition to Tiers 1 and 2 set forth above, excluding the 1% Option Fee, set forth above:

- **Tier 3 – Project Management Fee:** 5.95% of the value of each Job Order for which the County requests project management services.

Tiers 1 and 2 are payable when the work is ordered from the JOC Contractor and the construction of the project has begun. The Option of Price Proposal Review Fee of 1% is payable upon the issuance of the Job Order from the County. The Project Management Fee is payable when construction of the Job Order has been completed and accepted by the County as complete, except at the election of Gordian Job Orders requiring more than sixty (60) days to complete, may be invoiced monthly on a percentage of completion basis.

Contract License Fee

Commences on Page 2

ATTACHMENT B

Contract License Fee

In addition to the fees set forth above, Gordian will charge each JOC Contractor a Contractor License Fee of one percent (1.00%) of the value of each Job Order or similar purchasing documents issued to the JOC contractor by the County. The Contractor License Fee is assessed to the JOC Contractor in return for their access to our proprietary construction data and JOC applications, and Gordian is responsible for all administrative duties to the invoicing and collections of the Contractor License Fee. The Contract License Fee is payable by the JOC Contractor when a Job Order is issued by the County.

<End>

ATTACHMENT C

JOC SYSTEM LICENSE

The Gordian Group, Inc. ("Gordian") hereby grants to the [Owner], and the [Owner] hereby accepts from Gordian for the term of this Agreement, a non-exclusive right, privilege and license to Gordian's Job Order Contracting System and other related proprietary materials (collectively referred to as "Proprietary Information") to be used for the sole purpose of operating the [Owner's Department]'s Job Order Contracting program. The parties hereby agree that Proprietary Information shall include, but is not limited to, Gordian's PROGEN[®] and/or eGordian[®] applications and support documentation, Construction Task Catalog[®] (also commonly referred to as a unit price book), training materials and other proprietary materials provided by Gordian. In the event this Agreement expires or terminates as provided herein, this JOC System License shall terminate and the [Owner] shall return to Gordian all Proprietary Information in the [Owner]'s possession.

The [Owner] 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 [Owner] 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 [Owner], subject to federal and state laws related to public records disclosure.

Upon expiration or termination of this Agreement as provided herein, Gordian shall provide all data generated by the [Owner] in a form accessible by a standard database program, such as Microsoft[®] Access[®].

Gordian agrees to grant a license to each contractor that is awarded a JOC contract by the [Owner], provided the JOC contractor agrees to pay Gordian's contractor license fee in effect when the [Owner] awards the contract and provided the [Owner] includes licensing language in the JOC contract similar in form to this JOC System License.

In the event of a conflict in terms and conditions between this JOC System License and any other terms and conditions of this Agreement or any purchase order or similar purchasing document issued by the [Owner], this JOC System License shall take precedence.