

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



**ITEM: 3.20
(ID # 12976)**

MEETING DATE:
Tuesday, August 25, 2020

FROM: FACILITIES MANAGEMENT:

SUBJECT: FACILITIES MANAGEMENT: Approval of First Amendment to the Professional Services Agreement for Job Order Contract Consulting Services with The Gordian Group, Inc., All Districts. [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached First Amendment to the Professional Services Agreement for Job Order Contract (JOC) Consulting Services between the County of Riverside (County) and The Gordian Group, Inc. (Gordian) and authorize the Chairman of the Board to execute the agreement on behalf of the County;
2. Authorize the County Administrative Manager(s) as set forth in the First Amendment to administer the amendment with Gordian in accordance with applicable Board policies; and
3. Authorize the Purchasing Agent to renew the Agreement with Gordian up to four (4) additional years for a total of five (5) years of service upon the request of any Department currently using the services of Gordian.

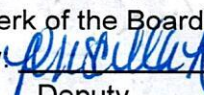
ACTION: Policy, CIP


Rose Salgado, Director of Facilities Management 8/10/2020

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, seconded by Supervisor Hewitt and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: Jeffries
Date: August 25, 2020
xc: FM

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	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: N/A			Budget Adjustment: No	
			For Fiscal Year: 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.

On May 1, 2019, Facilities Management (formerly Economic Development Agency) advertised a Request for Qualifications (RFQ) for qualified JOC consulting firms interested in contracting with the County to provide JOC consulting services. Gordian was selected based on their experience and proven track record to administer a JOC automated system. On February 4, 2020, Item 3.4, the Board approved the professional services agreement with Gordian for an annual not to exceed value of \$700,000.

Facilities Management is requesting the Board approve the First Amendment with Gordian to allow County Departments authorized to perform public works under Board policy B-11 to implement an independent JOC Program. This approval will allow each authorized Department to establish their preferred services with fees based on their needs and to manage JOC projects. The amendment also provides for renewal of the Agreement in one-year increments for a total of five (5) years of service.

Impact on Residents and Businesses

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

Additional Fiscal Information

Commences on Page 3

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


Additional Fiscal Information

The use of JOC Consulting Services will be determined by JOC job orders that are issued a Notice to Proceed by Facilities Management or other County Departments authorized under Board policy B-11 to perform public works. Job orders and consulting services will continue to be reimbursed by the user departments who initiate projects, with Facilities Management and Authorized Departments each taking full responsibility for their own projects and finances. There is no financial impact to this Board action.

Attachment:

- First Amendment with The Gordian Group, Inc.

RS:VC:SP:tv General Form 11 MT #12976
S:\Project Management Office\FORM 11'S\FORM 11's_In Process\12976_D2 – Gen F11_First Amendment to JOC Consulting with Gordian_082520.doc


Steven Atkeson 8/16/2020


Gregory L. Priamos, Director County Counsel 8/11/2020

1 **FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES**
2 **BY AND BETWEEN THE COUNTY OF RIVERSIDE AND**
3 **THE GORDIAN GROUP, INC.**

4 **THIS FIRST AMENDMENT** is entered into by and between the COUNTY OF RIVERSIDE,
5 ("COUNTY"), and The Gordian Group, Inc. (herein referred to as "CONSULTANT"), regarding the
6 Agreement for Professional Services first entered on December 14, 2019.

7 **NOW, THEREFORE**, in consideration of the mutual covenants contained herein and providing
8 that all other sections not amended remain in full force and effect, the parties hereto agree to amend the
9 Agreement as follows:

10
11 I. This Professional Services Agreement between County and Consultant is hereby amended:

12 The PROFESSIONAL SERVICES AGREEMENT BETWEEN COUNTY AND
13 CONSULTANT ("Agreement") is entered into on this 14th Day of December, 2019, by and
14 between the COUNTY OF RIVERSIDE (County), a political subdivision of the State of
15 California (County), The Gordian Group, Inc. ("Consultant"), located at 30 Patewood Drive,
16 Suite 350, Greenville, SC, 29615, collectively the ("Parties").

17 The Parties do hereby agree as follows:

18
19 II. Article I. DESIGNATED CONTACTS is deleted in its entirety and replaced with the following:
20 Coordination of CONSULTANT and COUNTY activities shall be accomplished through the
21 assigned CONSULTANT MANAGERS, and COUNTY ADMINISTRATIVE MANAGERS.

22 The CONSULTANT MANAGERS shall be:

23 Leann Coalgrove, Account Manager

24 Maria Martinez, Sr. Accounty Manager

25 The COUNTY ADMINISTRATIVE MANAGERS will be identified by each COUNTY
26 Department running a JOC Program and CONSULTANT will be notified of each individual(s)

1 as they are appointed or changed during the term of this Agreement.

2
3 III. Article II – Definition of Services is modified by changing the reference to “Director of the
4 Economic Development Agency” to “COUNTY ADMINISTRATIVE MANAGERS”.

5
6 IV. Article III - Conditions, is hereby amended as follows:

7 Remove subparagraph A. Notifications and replace with the following_

8 All notices hereunder and communications regarding interpretation of the terms of
9 this Agreement and changes thereto shall be effected by the mailing thereof by registered or
10 certified mail, return receipt requested, postage prepaid and addressed to the attention of the
11 CONSULTANT MANAGER at the address provided on page one of this Agreement, and
12 to each COUNTY ADMINISTRATIVE MANAGER at the respective addresses provided
13 with the designation of that Department’s ADMINISTRATIVE MANAGER.

14 Replace the reference to “Director of Facilities Management” in subparagraph C.2.

15
16 V. Article IV. PERFORMANCE – A. Performance Period, is modified as follows:

17 A. 1. This Agreement shall begin upon notification to proceed by the COUNTY
18 ADMINISTRATIVE MANGER(S). Unless terminated or otherwise cancelled as permitted
19 herein, the term of this Agreement shall be 12 months from the day of execution this 14th
20 day of December 2019, renewable in one year increments up to a total of Five (5) years by
21 the Purchasing Agent upon the request of any Department currently receiving services under
22 this Agreement.

23
24 VI. Article V. COMPENSATION – C. Payments is modified to read as follows:

25 1. CONSULTANT shall submit monthly invoices for PROJECT Services in accordance with
26 amended Attachments A and B, attached hereto and incorporated herein, and Attachment C;

1 2. CONSULTANT shall submit invoices on a per Job Order basis each month for PROGRAM
2 services performed during the preceding month. Invoices shall be submitted to the designated
3 Department's Accounting and Finance Division and provide a copy to each Department's
4 COUNTY ADMINISTRATIVE MANAGER for approval.

5
6 VII. Attachment A, Job Order Contract Consultant Services, attached hereto and incorporated herein,
7 shall replace the original Attachment A, by the addition of the 2nd paragraph after "BASE
8 SERVICES – TIER 1", Page 1.

9
10 VIII. Attachment B, Consultant Service Fee Schedule, attached hereto and incorporated herein, shall
11 replace the original Attachment B, by the addition of "Additional Department License Fee"
12 section, Page 2.

13
14
15 [REMAINDER OF PAGE LEFT BLANK]

1 IN WITNESS HEREOF, the parties hereto have caused their duly authorized representatives to execute
2 this First Amendment.

3
4 "COUNTY"

5 COUNTY OF RIVERSIDE

6
7 By: *V. M. L. J.*

8 Chairman

9 Board of Supervisors

10
11
12 ATTEST:

13 KECIA R. HARPER

14 Clerk of the Board

15 By: *Priscilla Passo*

16 Deputy

17
18 (SEAL)

19
20
21 APPROVED AS TO FORM:

22 GREGORY P. PRIAMOS

23 County Counsel

24 By: *Synthia M. Gouzel*
Chief Deputy

25
26 Deputy County Counsel

CONSULTANT:

The Gordian Group, Inc.

By: *Ammon T. Lesh*

Ammon T. Lesh, Vice President, General Counsel

Date: *7/23/20*

Address: The Gordian Group, Inc.

30 Patewood Drive, Suite 350

Greenville, SC 29615

ATTACHMENT A

JOB ORDER CONTRACT CONSULTANT SERVICES FOR THE COUNTY OF RIVERSIDE – FACILITIES MANAGEMENT

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 for the County of Riverside. The staff will report directly to the County and will be available to assist the County 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 with the administration of Job Order Contracts.

In the event any other County Department, (collectively referred to as “Additional Department”) besides Facilities Management (formerly Economic Development Agency) elects to implement an Independent JOC Program (as defined below) through this Agreement, which will expire December 14, 2020, the Additional Department License Fee shall apply separately to each Additional Department, as set forth in Attachment B, that implements a JOC program for the first time through this Agreement. An Independent JOC Program is defined as a program that requires the preparation of Additional Department specific JOC contract documents (i.e., Contract, General Conditions, Bid Documents, Construction Task Catalog and Technical Specifications), preparing Additional Department specific Execution Procedures, soliciting and procuring Additional Department specific JOC contractors, providing access to the JOC Information Management System for Additional Department specific staff and JOC contractors, and training Additional Department specific staff and JOC contractors.

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.

ATTACHMENT A

- 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 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.

ATTACHMENT A

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.

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.

ATTACHMENT A

- 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.
- 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.

ATTACHMENT A

- 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 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.

ATTACHMENT A

- 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.
- 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.

ATTACHMENT A

- 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 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.

ATTACHMENT A

- 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.

Additional Department License Fee

Commences on Page 2

ATTACHMENT B

Additional Department License Fee

As set forth in Attachment A, in the event Additional Department elects to implement an Independent JOC Program through this Agreement, which will expire December 14, 2020, aforementioned in Attachment A; Gordian shall provide the Base Services – Tier 1, including the development, implementation and support of a JOC Program, 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 Additional Department License Fee set forth below:

- Tier 1 – Additional Department License Fee: 5% of the first \$4,000,000 in construction volume procured by the Additional Department from JOC Contractor No. 12 – Horizons Construction Company, International, Inc. (Board approved January 14, 2020, Item 3.7) and JOC Contractor No. 13 – Harry H. Joh Construction, Inc. (Board approved January 14, 2020, Item 3.8); and 1.95% of the value of construction procured thereafter, until Additional Department solicits for their separate JOC Contractors based on their public works needs and requirements.
 - In the event Additional Department elects to receive the Tier 2 Enhanced Services for any Job Order prior to the procurement of \$4,000,000 in construction, the total fees assessed to the Additional Department, in combination with the Additional Department License Fee of 1.95%, shall not exceed 5% of the value of each Job Order for which such services are provided.

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>