

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



ITEM: 3.24
(ID # 23623)

MEETING DATE:
Tuesday, January 30, 2024

FROM : SHERIFF-CORONER-PA AND Facilities Management :

SUBJECT: SHERIFF-CORONER-PA and FACILITIES MANAGEMENT: Ratify and Approve the Professional Service Agreement No. SHARC-91831-002-12/33 for Job Order Contract Consulting Services with The Gordian Group, Inc. for up to Ten (10) Years. All Districts; [Aggregate Cost up to \$15,000,000; Up to \$1,500,000 in additional compensation; 50% Interfund-Reimbursement/50% Sheriff's Budget]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and Approve Agreement No. SHARC-91831-002-12/33 for Job Order Contract Consulting Services with The Gordian Group, Inc. (Agreement) for up to \$15,000,000 aggregate compensation through December 31, 2033, and authorized the Chair of the Board to sign the Agreement on behalf of the County; and
2. Authorize the Director of Sheriff's Project Management Office and the Director of Facilities Management or their Designees, as County Administrative Managers, to administer the Agreement with The Gordian Group, Inc. in accordance with applicable Board Policies, based on the availability of fiscal funding and as approved as to form by County Counsel to: (a) sign amendments that exercise the options of the Agreement including modifications of the statement of work that stay within the intent of the Agreement, and (b) sign amendments to the compensation provisions that do not exceed \$1,500,000 over the period of performance; and
3. Authorize the Purchasing Agent or designee, in accordance with Ordinance No. 459, to issue Purchase Orders for the consulting service fees as applicable to each project.

ACTION:

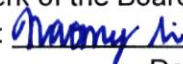

Rose Salgado, Director of Facilities Management 1/18/2024


Donald Sharp, Undersheriff 1/18/2024

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 Gutierrez
Nays: None
Absent: None
Date: January 30, 2024
xc: Sheriff, FM

Kimberly A. Rector
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	Up to \$750,000	Up to \$1,500,000	Up to \$16,500,000	\$0
NET COUNTY COST	Up to \$375,000	Up to \$750,000	Up to \$8,250,000	\$0
SOURCE OF FUNDS: 50% Interfund-Reimbursement / 50% Sheriff's Budget			Budget Adjustment: No	
			For Fiscal Year: 23/24-33/34	

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 utilizing JOC consulting services for additional oversight and management assistance.

JOC is an indefinite delivery / indefinite quantity procurement method that enables the authorized entities in the County to complete a large number and wide variety of repair, renovation, and construction projects. Contractors bid adjustment factors against the current unit price book which specifies thousands of tasks and the cost of their associated materials, equipment, and labor. The Sheriff and Facilities Management Departments use JOC to deliver qualified projects expeditiously without compromising quality and the program reduces overhead cost of public works procurement, minimizes change orders, and creates more efficient cost estimating.

In support of the JOC program, the County works with qualified consulting service providers to manage the unit price book, assist with cost estimating and project management as well as working cooperatively to provide data and reporting on the JOC program.

Impact on Residents and Businesses

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

Additional Fiscal Information

The JOC consulting fees are based on a percentage of each Task Order issued via a Job Order Contract. The amount of expenditure will vary depending on the number and cost of Task Orders. All expenditures will be within approved fiscal year funding.

Contract History and Price Reasonableness

On August 8, 2023, Purchasing, on behalf of the Sheriff and Facilities Management Departments issued Request for Proposal (RFQ) SHARC-498 for Job Order Contracting Consultant Services. The RFP was posted publicly on the Purchasing internet as well as on Public Purchase, with notification going out to more than fifty-five (55) companies. Two (2)

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

responses were received on the closing date from The Gordian Group, Inc. and Facilities Optimization Solutions, LLC (FOS). Both were given a thorough review by the evaluation committee. Interviews were conducted and a Best and Final Offer (BAFO) was issued to both respondents.

The use of the JOC Consulting Services contractors will be determined by JOC task orders that are issued a Notice to Proceed and compensation for the services is based on a percentage of each task order. After the BAFO, percentage costs for basic services ranged from 1.60% with Gordian to 2.00% with FOS.

Based on the best value procurement method and evaluations, it is recommended to award to The Gordian Group as the most responsive bidder.

ATTACHMENTS:

1. Job Order Consulting Services Agreement No. SHARC-91831-002-12/33 with The Gordian Group, Inc



Meghan Hahn, Director of Procurement 1/2/2024



Rebecca S Cortez, Principal Management Analyst 1/22/2024



Aaron Gettis, Deputy County Counsel 12/26/2023

PROFESSIONAL SERVICE AGREEMENT

for

JOB ORDER CONTRACTING (JOC) CONSULTING SERVICES

between

COUNTY OF RIVERSIDE

and

THE GORDIAN GROUP, INC.



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**CONSULTANT SERVICES AGREEMENT BETWEEN
COUNTY AND CONSULTANT**

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THIS PROFESSIONAL SERVICES AGREEMENT BETWEEN COUNTY AND CONSULTANT (“Agreement”) is entered into by and between the **COUNTY OF RIVERSIDE**, a political subdivision of the State of California (“County”) and **THE GORDIAN GROUP, INC.**, a Georgia Corporation, (“Consultant”), collectively the (“Parties”), who are located at the following addresses:

County of Riverside

Riverside Sheriff’s Office
Project Management Office
3403 10th Street, Suite 500
Riverside, CA 92501

and

Facilities Management Department
Project Management Office
3450 14th Street, Suite 200
Riverside, CA 92501

Consultant

The Gordian Group, Inc.
30 Patewood Drive, Bldg. 2, 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:

Maria Martinez, Regional Director, PacSouth
Don Smith, Area Manager, Inland Empire

The COUNTY ADMINISTRATIVE MANAGERS for COUNTY shall be:

Riverside Sheriff’s Office: Director of Sheriff’s Project Management Office or Designee
Facilities Management: Deputy Director of Facilities Management Project Management Office, or Designee

ARTICLE II • DEFINITION OF SERVICES

CONSULTANT shall perform Consulting Services to implement, manage and perform the duties associated with a complete Job Order Contracting (JOC) Program (PROGRAM). 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 Exhibits A through C. Services shall be initiated at the request of one of the COUNTY PROJECT MANAGERS or authorized designees. All services shall be executed by the CONSULTANT in accordance with this agreement and are subject to approval by the Director of Facilities Management (FM) Project Management Office (PMO) and/or Director of the Riverside Sheriff's Department (RSD) Project Management Office (PMO), 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 in this Agreement in Article I.

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; 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 Agreement 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. The Board of Supervisors and the COUNTY Purchasing Agent and/or his/her designee(s) are the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. The Board of Supervisors may delegate authority to the Director of Facilities Management (FM) Project Management Office (PMO) and/or Director of the Riverside Sheriff's Department (RSD) Project Management Office (PMO), or other authorized designees as determined by approved Minute Order(s).

2. There shall be no change in the CONSULTANT MANAGER or key members of the PROGRAM team without prior written approval by the COUNTY authorized personnel or designees. COUNTY reserves the right to direct CONSULTANT to change the CONSULTANT MANAGER at any time during the term of the agreement.

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 or COUNTY Purchasing Agent and/or his/her designee prior to implementing the major change.

D. COUNTY Directives

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

E. Liability

1. CONSULTANT shall be responsible to the level of competency presently maintained by others practicing in the same type of services, to ensure that all data, reports, plans, and estimates prepared by CONSULTANT are reasonably accurate based on the information provided by the COUNTY. 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. Except as set forth in the JOC System License attached hereto as Exhibit C, 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. Except as set forth in the JOC System License attached hereto as Exhibit C, 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 Agreement, 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 Agreement.

8. CONSULTANT shall provide and maintain, throughout the term of this Agreement, 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

1.1 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 sub-Consultants of CONSULTANT for salary, wages, compensation, health benefits, insurance, retirement or any other benefit not explicitly set forth in this Agreement 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 F.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.

2.1 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.

2.2 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.

2.3 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.

2.4 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 PROGRAM. CONSULTANT shall have a quality control plan in effect during the entire time services are being performed under this Agreement. 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 Exhibit B, Payment Provisions / Consultant Service Fee Schedule, which is incorporated herein.
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 Agreement.

J. Termination Without Cause

1. COUNTY reserves the right to terminate this Agreement 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 Agreement. All such documents and materials shall be property of COUNTY.

3. In the event that this Agreement 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 Agreement 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 agreed 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 Agreement 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. COUNTY shall provide 30 days written notice specifying the alleged breach of deficiency. Any termination shall become effective at the end of such 30-day period unless the CONSULTANT has cured any such breach or default prior to the expiration of the 30-day period. 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 \$2,000,000 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 CONSULTANT prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. CONSULTANT agrees that a copy of any such notice will be provided to the COUNTY with 5 days of receipt from the insurer. 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, for any policy on which the COUNTY is an additional insured, the CONSULTANT'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retentions 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. To the extent any such adjustments are required, CONSULTANT shall be entitled to reasonable compensation for any increases in cost of insurance.

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 Agreement 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 Agreement 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 Agreement. CONSULTANT understands that as a condition of this Agreement 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 Agreement, 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 Agreement, COUNTY shall impose such contract sanctions as it determines to be appropriate, including, but not limited to:

- a. Withholding of payments to CONSULTANT under the Agreement until CONSULTANT complies;
- b. Cancellation, termination, or suspension of the Agreement 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 Agreement by reference.

P. Labor Code and Prevailing Wages

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

1. 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 Agreement 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 Agreement."

2. 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 PROGRAM 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 Agreement, but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for ten years from the date of final payment under the Agreement 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 Agreement 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 PROGRAM 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 Exhibit C and incorporated 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 Agreement 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 Agreement, 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 Agreement 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 Agreement, including COUNTY actions regarding this Agreement. 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 Agreement 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 Agreement is valid and enforceable only if sufficient funds are made available to COUNTY for the purpose of the potential associated JOC PROGRAM. In addition, this Agreement 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 Agreement in any manner.

3. It is mutually agreed that if sufficient funds for the program are not appropriated, this Agreement 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 up to ten (10) years, with a completion date of December 31, 2033, unless terminated earlier.

2. CONSULTANT is advised that any recommendation for award is not binding on COUNTY until the proposed Agreement is fully executed and approved by COUNTY.

3. CONSULTANT shall perform PROGRAM services in accordance with the provisions set forth in Exhibits A through C, Job Order Contract Consultant Services, which are incorporated herein.

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 Agreement.

6. Time is of the essence in this Agreement.

B. Time Extensions

1. Any delay in providing PROGRAM services required by this Agreement 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

To ensure understanding and performance of the Agreement 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 Agreement 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 PROGRAM services until so directed by the COUNTY PROJECT MANAGER. No payment will be made prior to approval of this Agreement and without issuance of a Job Order.

B. Basis of Compensation

1. PROGRAM services as provided under this Agreement and as described in the Scope of Services, shall be compensated for as defined in Exhibits B, Payment Provisions / Consultant Service Fee Schedule, which is incorporated herein. The aggregate amount of the Agreement is not to exceed **fifteen million dollars (\$15,000,000)** over the period of performance.

2. In the event the total amount of the Agreement is achieved prior to the expiration of the Agreement, the Agreement shall be terminated, or shall be amended to provide for additional compensation under the Agreement. In no

event shall CONSULTANT be required to perform the PROGRAM services without additional compensation upon attainment of the aggregate amount of the Agreement.

3. 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 PROGRAM services in accordance with Exhibits B, Payment Provisions / Consultant Service Fee Schedule.

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:

For Facilities Management: Accounting & Finance invoice e-mail address to: FM-Invoices@Rivco.org

For Sheriff: PMO Invoicing email address to: sheriffpmoinvoices@riversidesheriff.org

Invoice submission must also include a copy to the applicable 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 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 CONSULTANT 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.

ARTICLE VII • APPROVALS

EXECUTION: This Agreement and/or any subsequent amendment(s) to this Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement and/or any subsequent amendment(s) to this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement and/or any subsequent amendment(s) to this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and Agreement's among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

(Signatures on following page)

IN WITNESS WHEREOF, the Parties have caused their duly authorized representative to execute this Agreement.

CONSULTANT:

The Gordian Group, Inc.

By: Ammon T. Leshner

Title: Chief Operating Officer

DATED: 12/26/2023

By: *Ammon T. Leshner*

(First Corporate Officer)

The Gordian Group, Inc.

By: Angela Michelini

Title: ~~Vice President~~
Angela S Michelini

DATED: 12/26/2023

By: _____

(Second Corporate Officer)

RIVERSIDE COUNTY SHERIFF'S DEPARTMENT

RECOMMENDED FOR APPROVAL

By: *Remon Tadrous*

DATED: 12/26/2023

Remon Tadrous, Director

Project Management Office

RIVERSIDE COUNTY FACILITIES MANAGEMENT DEPARTMENT

RECOMMENDED FOR APPROVAL

By: *Rebecca McCray*

DATED: 01/02/2024

Rebecca McCray, Deputy Director

Project Management Office

COUNTY OF RIVERSIDE

By: *Chuck Washington*

DATED: 1/30/2024

CHUCK WASHINGTON Chair

Board of Supervisors

ATTEST:

Kimberly Rector

Clerk of the Board

By: *Naomy Li*

Deputy

APPROVED AS TO FORM:

County Counsel
Kristine Bell-Valdez

DATED: 01/03/2024

By: _____

Kristine Bell-Valdez

Supervising Deputy County Counsel

Exhibit A – Scope of Services

A1.0 The intent of this Agreement is for the CONSULTANT to work with the COUNTY'S project managers, facilities personnel, procurement, legal and other appropriate staff to assess, develop and manage the Job Order Contract (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 additional procedures that will be used to implement and administer the JOC program. The following additional items are required of the JOC Program Development:

A1.1 The CONSULTANT shall organize and manage a series of conferences to promulgate general operating and organizational concepts.

A1.2 The CONSULTANT shall assist the COUNTY in developing draft internal execution procedures and/or policies for the JOC Program. These procedures should incorporate all applicable Federal, State and County laws, regulations, and policies.

A1.3 The CONSULTANT shall fully document the final JOC Program execution procedures and policies.

A1.4 The CONSULTANT shall assist the COUNTY in incorporating appropriate safeguards into the execution procedures for the prevention of fraud, waste, and abuse.

A1.5 The CONSULTANT 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.

A1.6 All employees of CONSULTANT who need to access a Riverside Sheriff's Office (RSO) site as a part of their professional role on any Sheriff's Project Management Office (PMO) project, must be willing to apply for and successfully be approved on RSO criminal background check process.

A2.0 Document Preparation. The CONSULTANT 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:

A2.1 The CONSULTANT 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 for small to medium maintenance, renovation, or reoccurring work, other than new construction, associated with County buildings. 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. CONSULTANT shall be responsible for maintaining and updating the unit price book annually, including labor composition, regional rates, and local productivity factors. CONSULTANT shall also maintain a comprehensive database containing each of the individual construction tasks and their corresponding unit prices. The CONSULTANT shall publish one master or reference copy of the unit price book.

A2.2 The technical specifications shall be prepared in conjunction with the unit price book and, where available, the COUNTY standards will be incorporated. The CONSULTANT 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.

A2.3 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.

A2.4 The unit price book and technical specifications shall conform to current standard Construction Specifications Institute (CSI) Master Format convention.

A2.5 The complete customized JOC documents shall be in electronic format, in a current version of Adobe Portable Document File (.PDF) or Microsoft Word on DVD or other media acceptable to the COUNTY.

A3.0 Procurement and Bid Support. The CONSULTANT shall provide the COUNTY with complete technical and marketing support during the procurement and bid phase. Qualified CONSULTANT staff with public sector procurement experience shall provide this support. The CONSULTANT shall be required to organize and conduct pre-bid meetings 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:

A3.1 Prepare and conduct orientation briefings for the COUNTY and other interested parties.

A3.2 Assist the COUNTY with JOC contract bidding services, including bid addendums, Requests for Information (RFI's) and administration during the JOC contract bid phase.

A3.3 The CONSULTANT 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.

A3.4 The CONSULTANT shall assist with verification of the successful bidding JOC Consultant qualifications or capability and other tasks involved in the selection and award of JOC contract services as needed by the County.

A4.0 Automated Job Order Contracting System. The CONSULTANT shall provide the COUNTY with a license to access and use the comprehensive Internet-based JOC information management system. This system shall be compatible with the most current "Windows" operating system, as directed by the COUNTY. The JOC information management system shall be capable of providing full project tracking, developing cost proposals, preparing independent COUNTY estimates, generating all project documentation, providing project scheduling and status, budgeting and cost control, and generating customized reports. The system shall be capable of incorporating current COUNTY forms and documentation. The following additional requirements apply:

A4.1 The COUNTY shall not be restricted as to the number of licenses provided to COUNTY employees for the management system software.

A4.2 More than one COUNTY user shall be allowed to log on and update the system or database and use the data synchronously.

A4.3 Export capability for reports, as specified by the COUNTY, shall be provided.

A4.4 Export shall be in formats meeting industry standards and capable of being uploaded to a COUNTY database system.

A4.5 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.

A5.0 Training Support. The CONSULTANT shall provide training to COUNTY staff to ensure that the JOC program functions properly. CONSULTANT shall develop specialized training courses that will involve all parties utilizing and administrating the program. All aspects of the program are to be covered in the training. The following additional requirements apply:

A5.1 CONSULTANT shall 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. The CONSULTANT shall conduct as many training courses as are required to ensure COUNTY staff is fully prepared to execute the JOC system. 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.

A5.2 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.

A5.3 Provide all training aids and material necessary to support the JOC training courses.

A6.0 Technical Support. The CONSULTANT shall provide scheduled and on-demand technical support. 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:

A6.1 The CONSULTANT 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.

A6.2 Provide available updates of the JOC system software.

A6.3 Provide continuous telephonic systems support to the COUNTY. The support shall include debugging and other systems-related support and shall be available 8:00 am PST through 8:00 pm PST, Monday thru Friday.

A6.4 Conduct periodic training sessions for new project managers.

A6.5 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.

A6.6 Assist the COUNTY in the execution of the Job Order Contracting system by providing experienced, on-site project managers to periodically work with COUNTY staff and evaluate program execution issues and implement best- practices.

A6.7 Attend a joint scope meeting with COUNTY staff, JOC contractor(s), and architect or engineer, if needed.

A6.8 Assist with resolving issues when project plans and actual conditions vary.

A7.0 Employee Performance. The CONSULTANT'S supervisory personnel will always provide adequate competent supervision during the performance of the Agreement. The CONSULTANT 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. The CONSULTANT will furnish all transportation and labor costs for the services necessary to provide a complete Job Order Contracting program for the COUNTY.

A8.0 Enhanced Services – Development of Job Orders: The development of the Job Order 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. The following service areas apply:

A8.1 Project Identification: When a project is identified, the CONSULTANT will work cooperatively with the designated COUNTY project manager(s) and assist with determining if the project is appropriate for the JOC program.

A8.2 Contractor Identification: In the event the COUNTY has multiple JOC contractors, the CONSULTANT will assist 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.

A8.3 Joint Scope Meetings: After identification of the appropriate JOC contractor, the CONSULTANT will promptly schedule a joint scope meeting at the project site to help the COUNTY and the JOC contractors 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.

A8.4 Develop a Detailed Scope of Work: The CONSULTANT will assist in preparing and revising a detailed scope of work that describes the work the JOC contractor will perform. The CONSULTANT will assist with resolving issues when project plans and actual conditions vary.

A8.5 Request for Price Proposal: Upon COUNTY'S approval of the detailed scope of work, the CONSULTANT will send the scope of work and request for proposal to the JOC contractor.

A8.6 Preparation of Price Proposal: The JOC contractor will prepare and submit a price proposal by selecting the appropriate tasks from the unit price book. The CONSULTANT software will automatically calculate the total cost for each line item by multiplying the unit price of the task by the required quantities the JOC contractors competitively bid adjustment factor. The JOC contractor will prepare additional COUNTY

required information which includes the construction schedule, list of proposed local subcontractors, etc. as necessary to complete the project.

A8.7 Price Proposal Review: The CONSULTANT 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. The CONSULTANT will also be responsible to obtain and review any COUNTY required information submitted by the JOC contractor such as a construction schedule and list of proposed subcontractors. The CONSULTANT will then submit the price proposal and all related documents to the COUNTY for approval.

A8.8 Issue Job Order: Upon the COUNTY'S approval of the price proposal and related documents, and after COUNTY 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.

A8.9 Construction Management: During construction, the COUNTY'S project managers will follow its standard 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 scope of work, a Supplemental Job Order will be developed in the same manner as the original Job Order. Changes to the work are pre-priced through the JOC program.

A9.0 Project Management Services: Project management services include moving forward to the construction phase with includes preconstruction meetings, construction site visits, inspections, reporting of construction status to COUNTY, Supplemental Job Orders, assisting with construction payment applications, and final close out. The following service areas apply:

A9.1 Pre-construction: The CONSULTANT will conduct a pre-construction meeting with the project manager(s) and/or designated COUNTY representative, the JOC contractor and, if applicable, the architect or engineer. The CONSULTANT 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 verifying all documents required by the COUNTY, such as insurance certificates and bonds, are properly in place prior to the initiation of the proposed work. The CONSULTANT will attend construction meetings and maintain and distribute construction meeting minutes for each meeting.

A9.2 Site Visits: During construction, the CONSULTANT 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.

A9.3 Inspections: The CONSULTANT 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.

A9.4 Communication: The CONSULTANT will provide weekly construction status reports to the COUNTY, conduct project progress meetings with all JOC contractors and staff on a periodic basis and coordinate receipt of approved inspections and certifications. Weekly reports will include minutes and records of site visits, meetings, and developments in the work.

A9.5 Supplemental Job Orders: In the event other are unforeseen conditions or the COUNTY requests changes to the scope of work after the work has begun, the CONSULTANT will analyze and process a Supplemental Job Order utilizing the procedures used to the develop the initial Job Order.

A9.6 Approvals: The CONSULTANT will review and approve, or direct necessary revisions to, the JOC construction contractor's applications for payment and obtain COUNTY'S approval of the work. Final acceptance of the work will be the responsibility of the COUNTY. Technical and code inspections and/or certifications will be the responsibility of the appropriate inspection agencies.

A9.7 Project Close-Out: As the final step in the process, the CONSULTANT will enter all Job Order related information into the web or cloud-based JOC information system and collect any required as-builts, warranties, original equipment manufacturer (OEM) information, etc. from the JOC construction contractor. The CONSULTANT will also coordinate the compliance of contract reporting for the COUNTY contracts.

A10.0 Detailed Price Proposal Review (Optional Services): As an option offered by CONSULTANT and upon request by COUNTY, CONSULTANT shall conduct a detailed review and advise on any price proposal submitted by any JOC contractor. This service will go above and beyond the general price proposal review as outlined in section A8.7 of the Enhanced Services. The following services will apply to the price proposal review process:

A10.1 Review and become familiar with the detailed scope of work to obtain clear understanding of the work that is to be performed.

A10.2 Determine that the JOC contractor is proposing reasonable means and methods to perform the work specified in the scope.

A10.3 Verify correct tasks and quantities have been selected to perform the scope of work.

A10.4 Verify that a task is not available in the unit price book for each non-pre-priced task included in the price proposal.

A10.5 Verify the correct adjustment factor has been used in preparing the price proposal based on the unit price book guidelines.

A10.6 Verify the proposal quantities against the design documents provided by the COUNTY.

A10.7 Assist the COUNTY with instructing the JOC contractor to make necessary revisions to their price proposal.

Exhibit B – Payment Provisions / Consultants Service Fee Schedule

B1.0 Payment Provisions Cost Table:

Service Level	Tier	Description	Percentage of the value of each JOC Job Order
Basic Services	Tier 1	See section B2.1	1.60%
Enhanced Services	Tier 2	See section HB.2	3.05%
Project Management	Tier 3	See section H2.3	5.95%
Detailed Price Proposal Review	Optional	See section H2.4	1.00%
Contractor License		Payable by JOC Contractor	1.00%

B2.0 Pricing Structure and Methodology:

B2.1 Tier 1 Basic Services Fee is comprised of a defined percentage of the value of each JOC Job Order through the JOC program in which the CONSULTANT provides all services as outlined in section A2.0 through A7.0 (Basic Services) including program development, document preparation, procurement and bid support, automated job order contracting system, training support, technical support, and employee performance services. The Basic Services Fee is a fixed fee for the entirety of the period of performance of this Agreement.

B2.2 Tier 2 Enhanced Service Fee is comprised of a defined percentage of the value of each JOC Job Order through the JOC program in which the CONSULTANT provides all Basic Services plus the services outlined in section A8.0 Enhanced Services. COUNTY shall pay the Tier 2 fee in addition to the Tier 1 fee when requesting enhanced services.

B2.3 Tier 3 Project Management Fee is comprised of a defined percentage of the value of each JOC Job Order through the JOC program in which the CONSULTANT provides all Basic Services plus Enhanced Services plus the Project Management services outlined in section A9.0. COUNTY shall pay the Tier 3 fee in addition to the Tier 1 and Tier 2 fees when requesting project management services.

B2.4 Optional Detailed Price Proposal Review Fee is comprised of a defined percentage of the value of each JOC Job Order through the JOC program for services as outlined in section A10.0. COUNTY shall pay this fee in addition to the other services fees selected when a detailed price proposal review is requested.

B2.5 Contractor License Fee is comprised of a defined percentage of the value of each JOC Job Order which will be charged directly to the awarded JOC contractors. This fee is assessed to the JOC contractor in return for their access to the application software and construction data as provided by the CONSULTANT. The CONSULTANT will be responsible for all administrative duties, including invoicing and collection, of the fees payable by the JOC contractor. The contract license fee is payable by the JOC contractor when a Job Order is issued by the COUNTY.

B2.6 Tier 1 and Tier 2 fees are payable by COUNTY when the work is ordered from the JOC contractor and the construction project has begun.

B2.7 The project management fee is payable when construction of the Job Order task has been completed and accepted by the COUNTY as complete. An exception to this payment may apply if the Job Orders require more than sixty (60) days to complete then the fee may be invoiced monthly on a percentage of completion basis.

B2.8 The optional detailed price proposal review fee is payable upon the issuance of a Job Order from the COUNTY.

Exhibit C – JOC System License

Gordian hereby grants to COUNTY, and COUNTY 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 COUNTY's Job Order Contracting program. The parties hereby agree that Proprietary Information shall include, but is not limited to, the JOC Information Management System (as defined below) applications and support documentation, Construction Task Catalog® (also commonly referred to as a unit price book), construction cost data, 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 COUNTY shall return to Gordian all Proprietary Information in COUNTY's possession.

COUNTY 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. COUNTY 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 COUNTY, subject to federal and state laws related to public records disclosure.

Upon expiration or termination of this Agreement as provided herein, Gordian shall provide to COUNTY all project data generated by COUNTY 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 COUNTY, provided the JOC contractor agrees to pay Gordian's contractor license fee in effect when COUNTY awards the contract, and provided the Contractor agrees to abide by the terms and conditions of the JOC System License Agreement presented as part of their use of the software. No other third-parties may access the Proprietary Information without Gordian's Consent.

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 COUNTY, this JOC System License shall take precedence.