

Agreement No. _____

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND THE GORDIAN GROUP

This Agreement is entered into this _____ day of _____, 2025, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and The Gordian Group, hereinafter called "Contractor."

* * *

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that the Contractor be retained for the purpose of developing, implementing and supporting the County's Department of Public Works Job Order Contracting (JOC) program and the procurement of each JOC project through the Contractor's Job Order Development services.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Services
Exhibit B—Payments and Rates
Attachment 1 – JOC System License

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed One Million Five Hundred Thousand Dollars and 00/100 Dollars (\$1,500,000.00). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from Tuesday, June 10, 2025 through Sunday, June 9, 2030.

5. Termination

This Agreement may be terminated by Contractor or by the Director or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

6. Contract Materials

At the end of this Agreement, or in the event of termination, ownership of all contract materials shall be governed by the JOC License. All ownership of intellectual property shall be controlled by the JOC License attached hereto as Attachment 1.

7. Relationship to Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from the negligent or intentional actions of Contractor brought for, or on account of, any of the following:

(A) injuries to or death of any person, including Contractor or its employees/officers/agents;

(B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

9. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County which shall not be unreasonably withheld. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

10. Insurance

10.1. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

10.2. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

10.3. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether

such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

- (a) Comprehensive General Liability..... \$1,000,000
- (b) Motor Vehicle Liability Insurance..... \$1,000,000
- (c) Professional Liability..... \$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

10.4. Special Insurance Requirements - Cyber Liability

Cyber Liability	<p>\$5,000,000 per occurrence for Privacy and Network Security,</p> <p>\$1,000,000 per occurrence for Technology Errors and Omissions</p> <p>To be carried at all times during the term of the Contract and for three years thereafter.</p>
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If the work involves services or goods related to computers, networks, systems, storage, or access to County data or to any data that may, alone or in combination with other data, become Confidential Information or Personally Identifiable Information, the following insurance is required.

(1) Privacy and Network Security

During the term of the Contract and for three years thereafter, maintain coverage for liability and remediation arising out of unauthorized use of or access to County data or software within Contractor's network or control. Provide coverage for liability claims, computer theft, extortion, network breach, service denial, introduction of malicious code, loss of Confidential Information, or any unintentional act, error, or omission made by users of Contractor's electronic data or systems while providing services to the County. The insurance policy must include coverage for regulatory and PCI fines and penalties, crisis management expenses, and business interruption. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

(2) Technology Errors and Omissions

During the term of the Contract and for three years thereafter, maintain coverage for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products, including at a minimum, coverage for systems analysis, design, development, integration, modification, maintenance, repair, management, or outsourcing any of the foregoing.

11. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, regulations, and executive orders, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance, as well as any required economic or other sanctions imposed by the United States government or under state law in effect during the term of the Agreement. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law, regulation, or executive order, the requirements of the applicable law, regulation, or executive order will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

12. Non-Discrimination and Other Requirements

12.1. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

12.2. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

12.3. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to

discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

12.4. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

12.5. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

12.6. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

12.7. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Executive Officer the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Executive Officer, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or

- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Executive Officer.

To effectuate the provisions of this Section, the County Executive Officer shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

12.8. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

13. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply unless this Agreement's total value listed in the Section titled "Payments", exceeds two-hundred thousand dollars (\$200,000); Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

14. Retention of Records; Right to Monitor and Audit

- (a) Contractor shall maintain all required records relating to services provided under this Agreement for the duration of this agreement.
- (b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.
- (c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

15. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

16. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

17. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Roxanne Maquinana/Program Services Manager
 Address: 555 County Center, Redwood City, CA, 94063
 Telephone: (650) 363-4100
 Email: rmaquinana@smcgov.org

In the case of Contractor, to:

Name/Title: Matthew Bausher, Chief Customer Officer
 Address: 30 Patewood Drive, Suite 350, Greenville, South Carolina 29615
 Telephone: (800) 874-2291
 Email: m.bausher@gordian.com

18. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.


19. Payment of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

SIGNATURE PAGE TO FOLLOW

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: The Gordian Group

Signed by:  <small>12DBAF0CE2B4409...</small>	5/16/2025	Matthew Bausher
Contractor Signature	Date	Contractor Name (please print)

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board



Gordian JOC Solution

Through the JOC solution proposed below, Gordian will develop, implement, and support the County's JOC program and the procurement of each JOC project through our Job Order Development services as outlined below:

- **Experienced Account Managers.** Gordian will provide experienced Account Managers responsible for the implementation and support of the County's JOC program. This staff will report directly to the County and will be available to assist with any JOC-related issues.
- **Establish JOC Program Guidelines.** Gordian will be responsible for conducting the activities necessary for establishing the structure of the County's JOC program. Responsibilities include preparing County-specific Execution Procedures that will be used to perform the JOC program.
- **JOC Program Documents.** Gordian will be responsible for preparing the JOC program Contract and General Conditions, Bid Documents, and Technical Specifications and for providing a customized Construction Task Catalog®.
- **JOC Software Applications.** Gordian will be responsible for providing a license for an unlimited number of County users to access Gordian's web-based JOC System, which includes Gordian's JOC information management software (JOC Software) and Construction Task Catalog. The JOC System will be capable of generating the JOC documents including independent cost estimates, contractor Price Proposals, Job Orders, and management reports and forms. The County's standard reports and forms will be incorporated as requested.
- **Marketing.** Gordian will be responsible for marketing the JOC program by informing internal County staff about JOC, conducting pre-bid seminars for the JOC construction contractors, and assisting with the procurement of the JOC contracts.
- **Training.** Gordian will be responsible for developing and conducting a comprehensive JOC training program for the County's and JOC contractor staff, which will include different course modules that will provide specialized training to the County and JOC contractor staff.
- **Ongoing Support and Maintenance.** Gordian will be responsible for providing comprehensive JOC follow-on support to the County for the administration of its JOC program. Gordian will monitor the overall program and prepare any required status reports. Support services will include, but are not limited to, unlimited toll-free JOC Software support, access to all JOC Software updates and additional functionality, updating the Construction Task Catalog for each new JOC contract, Technical Specifications, Contract and General Conditions and Bid Documents, providing procurement assistance for new JOC contracts, providing training for new County and JOC contractor staff, and preparing requested customized forms and reports.

Gordian JOC Solution License Fee

The License Fees for the Gordian JOC Solution consist of a client paid license fee ("Client License Fee"), as provided below:

- Client License Fee: 1.95% of the value of work ordered.

Gordian JOC Solution License Fees are payable when a Job Order is issued to the JOC contractor.



JOC Complete Solution

The JOC Complete Solution is a turnkey procurement approach that tailors Job Order Contracting components to form a unique, comprehensive and high performing “complete” JOC program. The JOC Complete Solution includes all the products and services provided by the Gordian JOC Solution and, in addition, Gordian will provide account managers to assist with developing Job Orders from project identification to issuing the Job Order. Job Order Development can be selected by the County as part of a comprehensive support package for every Job Order, or on a project-by-project basis.

Developing the Job Order is the most critical step in the JOC process for controlling costs because this is the step where it is determined that the County is paying for the correct quantity at the correct competitively bid price for each project. It is very important that experienced, qualified project managers develop every Job Order. Many of our clients have determined that they desire help with developing Job Orders and have selected our JOC Complete Solution option. Some have chosen it because they lack staff capacity and others because they recognize the significant value of using Gordian’s experienced, qualified, third-party account managers to develop Job Orders, which includes reviewing every Price Proposal submitted by the JOC contractors. Whatever the reason, we are confident that the JOC Complete Solution will bring the most economic benefit to the County with long term cost savings. A detailed list of the tasks Gordian performs to develop Job Orders is as follows:

- **Job Order Development.** Gordian will be responsible for assisting the County with developing Job Orders from project identification to issuing the Job Order. Developing the Job Order is the most critical step in the JOC process for controlling costs because this is where it is determined that the County is paying for the correct tasks, in the proper quantity, and at the correct competitively bid price. It is very important that qualified project managers develop each Job Order. A detailed list of the tasks Gordian performs to develop Job Orders is as follows:
 - > **Project Identification.** When a project is identified, Gordian’s Account Managers will contact the County and assist with determining whether the project is appropriate for JOC.
 - > **Contractor Identification.** In the event the County has multiple JOC contractors, we will assist the County in identifying the appropriate JOC contractor for the project based on the type of work involved and the location of the project.
 - > **Joint Scope Meeting.** A Gordian Account Manager will quickly schedule a Joint Scope Meeting at the project site to help the County and the JOC contractor agree on the details of the work that the JOC contractor will perform. The scoping process allows the JOC contractor to inspect the site and ask questions before submitting a Price Proposal. This upfront open communication eliminates the misunderstandings and mistakes that lead to most change orders and often results in more cost-effective collaborative solutions.
 - > **Develop Detailed Scope of Work.** The Gordian Account Manager will assist in preparing a Detailed Scope of Work that describes the work the JOC contractor will perform. We will also assist with resolving issues when project plans and actual conditions vary.
 - > **Request for Price Proposal.** After all parties are in agreement that the Detailed Scope of Work properly reflects the work to be performed, the Gordian Account Manager will send the Detailed Scope of Work and a Request for Proposal to the JOC contractor.
 - > **Prepare the Price Proposal.** The JOC contractor will prepare and submit a Price Proposal by selecting the appropriate tasks from the 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 also prepare additional County required information (e.g., construction schedule, list of proposed local subcontractors, etc.).

- > **Price Proposal Review.** The Gordian Account Manager will review the Price Proposal to make sure the JOC contractor has selected the appropriate tasks and quantities and will ask the JOC contractor to make any required changes. We will also obtain and review any County required information submitted by the JOC contractor such as a construction schedule and list of proposed subcontractors. The Gordian Account Manager will submit the Price Proposal and related documents to the County.
- > **Issue Job Order.** Once the County is satisfied with the Price Proposal and related documents and decides to move forward with the project, simply issue a purchase order to the contractor.
- > **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 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.

JOC Complete Solution Fees

Gordian's fees to provide the JOC Complete Solution, which is inclusive of the 1.95% JOC System License Fee assessed to the County for the Gordian JOC Solution services, is specified below.

- JOC Complete Solution Fee: Five percent (5.00%) of the value of the work ordered.

The JOC Complete Solution Fee is payable when a Job Order is issued to the JOC contractor and will only apply when JOC Complete Solution services are requested by County on a project-by-project basis.

JOC Complete Solution services can be requested on a project-by-project basis, which can be a valuable tool when the County requires additional support due to unforeseen circumstances such as staffing shortages and temporary increased workloads. JOC Complete Solution Fees are payable when a Job Order is issued to the JOC contractor and will only apply when Job Order Development services are requested by the County.

Price Proposal Review

As an alternative to the comprehensive Job Order Development services typically offered through the JOC Complete Solution, Gordian offers Price Proposal review services. In our experience, Price Proposal review services provide substantial savings in comparison with the additional fee paid. In particular, the Gordian account manager will perform the following tasks:

- Review and become familiar with the Detailed Scope of Work to obtain a clear understanding of the work to be performed
- Determine that the JOC contractor is proposing the reasonable means and methods to perform the work specified in the Detailed Scope of Work
- Verify that the correct tasks have been selected to perform the Detailed Scope of Work



- Verify quantities included in the Price Proposal against the Detailed Scope of Work or any design documents provided by the County
- Verify that any task listed as a Non-prepriced item includes the requisite price justifications, and verify that any task listed as a Non-prepriced item is not available in the Construction Task Catalog
- Verify that the correct adjustment factor has been used to prepare the Price Proposal
- Explain the necessary revisions to the Price Proposal to the JOC contractor and assist the County in obtaining a final Price Proposal from the JOC contractor.

Price Proposal review services do not include responsibilities for conducting or attending Joint Scope Meetings, preparing Detailed Scopes of Work, verifying task quantities at the worksite, issuing RFPs, compiling Job Order documents, obtaining necessary approvals, entering information into eGordian or facilitating the issuance of a Job Order from the County to the JOC contractor.

Price Proposal Review Fee

The fee for the Price Proposal review services described above is in addition to the 1.95% license fee currently assessed to the County, and is as follows:

- **Price Proposal Review Fee.** One percent (1.00%) of the value of the Job Order issued to the JOC contractor by the County.

The Price Proposal Review Fee will be payable upon the issuance of a Job Order, purchase order, or similar purchasing document to the JOC contractor by the County. This fee will only be assessed when these services are requested by the County on a project-by-project basis.

JOC Project Management Services

The JOC Project Management Services option can also be available to the County on any project that includes the Job Order Development Service. This service includes project management services to manage Job Orders from Job Order issuance to Job Order closeout. Whether due to peak volumes, staff shortages, or new strategic staff directives, our JOC Project Management services can provide on-site construction management experts, using our proven methods, to carry out day-to-day JOC operations and relieve the County's project workload burden. Our staff becomes the County's staff. We will bring unparalleled expertise to work for the County from the start to get Job Orders completed. JOC Project Management services provided by Gordian can be a cost effective and flexible construction management solution.

A detailed list of Gordian's standard project management services, which we modify as necessary to meet the needs of each client, is as follows:

- **Preconstruction.** A Gordian construction manager will conduct a pre-construction meeting with the County's representative(s), the JOC contractor and, if applicable, the architect or engineer. The construction manager will coordinate and share any preconstruction 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.
- **Site Visit.** During construction, the Gordian construction manager will monitor the JOC contractor's work in-progress, manage the JOC contractor's compliance with the approved safety plan and complete a report for each site visit.



- **Communicate.** The Gordian construction manager 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 any required technical and code inspections.
- **Supplemental Job Orders.** In the event there are unforeseen conditions or the County requests changes to the scope after the work has begun, the Gordian construction manager will analyze and process a supplemental Job Order by utilizing the procedures used to develop the initial Job Order.
- **Approvals.** The Gordian construction manager will review and approve, or direct necessary revisions to, the JOC 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.
- **Project Close-out.** As the final step in the process, the Gordian construction manager will enter all Job Order related information into the JOC Software system and collect any required as-builts, warranties, etc., from the JOC contractor.

JOC Project Management Fees

Gordian's fees to provide project management services as described in the proposal consists of a Project Management Fee that will be assessed in addition to the License Fee and Job Order Development Fee described above. The Project Management Fee is as follows:

- **Project Management Fee:** Five and ninety-five hundredths percent (5.95%) of the value of the work ordered through the JOC program;

The Project Management Fee is payable directly by the County when construction of the Job Order has been completed and accepted by the County and will only apply when JOC Project Management services are requested on a project-by-project basis. At the election of Gordian, any Job Order requiring more than sixty (60) days to complete will be invoiced monthly on a percentage of completion basis. The Project Management Fee will only apply when Job Order Contracting Complete Management services are requested by the County.

Contractor License Fee

In addition to the fees described herein, Gordian will also charge each of the County's JOC contractors a contractor license fee ("Contractor License Fee") of one percent (1.00%) of the value of each Job Order, Purchase Order, or similar purchasing document 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 is not a direct cost to the County. Gordian is responsible for all administrative duties related to the invoicing and collections of the Contractor License Fee. The Contractor License Fee is payable by the JOC contractor when a Job Order is issued by the County and will be assessed to the JOC contractor for all work ordered by the County using the JOC program.

JOC System License

Gordian's JOC solutions are subject to our standard JOC System License. A copy of the JOC System License is included with this proposal as **Attachment 1** and must be included in the contract between the County and Gordian.

Exhibit B

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

Gordian JOC Solution License Fee:

County agrees to pay The Gordian Group a license fee of One point Ninety-Five hundredths percent (1.95%) of the value of work ordered.

- *Gordian JOC Solution License Fees are payable when a Job Order is issued to the JOC contractor.*

Optional Services, upon request by the County on a project-by-project basis:

In consideration of the services below, to be provided upon request by the County and as described in Exhibit A:

JOC Complete Solution Fees (Job Order Development): The County agrees to pay The Gordian Group Three point Zero-Five hundredths percent (3.05%), plus 1.95% JOC System License Fee, for a total of Five percent (5.00%) of the value of each Job Order when the County elects to receive the Job Order Development services.

Price Proposal Review Service Fee: The County agrees to pay The Gordian Group One Percent (1%), plus 1.95% JOC System License Fee, for a total of Two point Ninety-Five hundredths (2.95%) of the value of each Job Order when the County elects to receive Price Proposal Review services.

Project Management Services Fee: The County agrees to pay The Gordian Group Five point Ninety-Five hundredths percent (5.95%), in addition to the License Fee and Job Order Development Fee as described above, for a total of Ten point Ninety-Five Hundredths percent (10.95%) of the value of each Job Order for which the County elects to receive the Project Management services.

In any event, the total payment for services of Contractor shall not exceed **\$1,500,000**, and the County shall have the right to withhold payment if the County determines that the quantity and/or quality of the work performed is unacceptable.

Remit invoices to:
County of San Mateo
Department of Public Works
Attn: Accounting Unit
555 County Center, 5th Floor
Redwood City, CA 94063
Email: dpw_accounting@smcgov.org



Attachment 1

JOC System License

Gordian hereby grants to Owner, and Owner hereby accepts from Gordian for the term of this Agreement, a non-exclusive right, privilege, and license to Gordian's Job Order Contracting System and other related proprietary materials (collectively referred to as "Proprietary Information") to be used for the sole purpose of operating Owner's Job Order Contracting program. The parties hereby agree that Proprietary Information shall include but is not limited to Gordian's JOC Information Management System software 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 Owner shall return to Gordian all Proprietary Information in Owner's possession.

Owner acknowledges that disclosure of Proprietary Information will result in irreparable harm to Gordian for which monetary damages would be an inadequate remedy and agrees that no such disclosure shall be made to anyone without first receiving the written consent of Gordian. Owner further acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Gordian in the Proprietary Information during and after the term of this Agreement and shall always maintain complete confidentiality regarding the Proprietary Information provided to Owner, subject to federal and state laws related to public records disclosure.

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

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

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