

A #26-0001-ITB**Title: Job Order Contracting (JOC) - Consultant Services****AGREEMENT**

26-0001

Job Order Contracting (JOC) - Consultant Services

This Agreement (the "agreement" or "contract"), is entered into on the date last executed below ("Effective Date"), by and between Pinellas County, a subdivision of the State of Florida whose primary address is 315 Court Street, Clearwater, Florida 33756 ("COUNTY") and The Gordian Group Inc. whose primary address is 30 Patewood Drive, Suite 350, Greenville, SC 29615 (hereinafter "CONTRACTOR") (jointly, the "Parties").

NOW THEREFORE, the Parties agree as follows:**A. Documents Comprising Agreement**

1. This Agreement, including the documents listed below, constitutes the entire agreement and understanding of the Parties with respect to the transactions and services contemplated hereby and supersedes all prior agreements, arrangements, and understandings relating to the subject matter of the Agreement. The documents listed below are hereby incorporated into and made a part of this Agreement:
 - a. Pinellas County Standard Terms & Conditions, located on Pinellas County Purchasing's website, effective 4/10/2025, posted at <https://pinellas.gov/county-standard-terms-conditions>
 - b. Insurance Requirements attached as Exhibit B
 - c. Scope of Work attached as Exhibit A
 - d. Fees and Payments attached as Exhibit C
 - e. JOC System License attached as Exhibit D
2. In the case of a conflict, the terms of this document govern, followed by the terms of the documents listed above, which control in the order listed.

B. Term

1. The initial term of this Agreement is for 60 months from the Effective Date ("Contract Term"). At the end of the initial term of this contract, this Agreement may be extended for two (2), additional 60-month terms, or such other renewal terms agreed to by the Parties.

C. Expenditures Cap

1. Payment and pricing terms for the initial and renewal terms are subject to the Scope of Work attached as Exhibit A. County expenditures under the Agreement will not exceed \$2,500,000.00 for the Contract Term without a written amendment to this Agreement.
2. In no event will annual expenditures exceed \$500,000.00 within any given fiscal year without a written amendment to the Agreement.

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D. Modifications to the Pinellas County Standard Terms & Conditions

1. The following provisions of the Pinellas County Standard Terms and Conditions are amended as follows. Except as expressly provided in this Section, the terms of the documents composing the Agreement remain in full force and effect.
 - a. Section 5 (Cooperative Use of Contract by Other Government Agencies) is intentionally omitted from the Agreement.

E. Entire Agreement

1. This Agreement constitutes the entire agreement between the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their undersigned officials, who are duly authorized to bind the Parties to the Agreement.

For Contractor:

DocuSigned by:

Signature:

Matthew Bausher

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Print Name and Title:

Matthew Bausher

Chief Customer Officer

Pinellas County Florida, a political subdivision of the State of Florida

Signature:

Print Name and Title:

Date:

APPROVED AS TO FORM

By: *Keiah Townsend*
Office of the County Attorney

EXHIBIT A

SCOPE OF WORK

Gordian will perform the following duties and responsibilities to complete the Service:

1. **Required Services:** Gordian shall provide the following services ("Required Services") to Owner for the term of this Agreement:
 - a) **Program Development, Implementation and Support:** Gordian shall be responsible for the development, implementation, and on-going support of the Owner's customized JOC program.
 - b) **Contract Documents:** Gordian shall be responsible for preparing the JOC documents that will be used by the Owner to procure the JOC construction contractors including:
 - i. **Unit Price Book(s):** Gordian shall prepare one or more customized Unit Price Books (also known as a Construction Task Catalog®) containing prices covering material, equipment, and labor costs for various units of construction, and adjusting these costs to current market conditions. Only local prevailing wages and local material and equipment costs (obtained directly from local, contractors, subcontractors, and suppliers) to price the Unit Price Books shall be used. The use of generic factors to localize prices is not acceptable. Unit prices for demolition shall be provided for each construction task. Therefore, every cost to install an item or unit shall be accompanied by a corresponding cost to remove the same item or unit. Tasks may also have several modifiers which adjust the price for variations in materials or for quantity discounts; and
 - ii. **Technical Specifications:** Gordian shall prepare and publish Technical Specifications describing the materials, performance, and installation requirements for each of the construction tasks listed in the unit price book. Where available, the Owner standard specifications shall be incorporated into the Bid Document; and
 - iii. **Contractual Terms and Conditions and Bid Forms:** Gordian shall prepare, in conjunction with Owner staff, contractual terms and conditions and bid forms which incorporate JOC language and forms with all appropriate Owner contract language and forms.
 - c) **Information Management System:** Gordian shall be responsible for providing the Owner with a comprehensive web-based JOC Information Management System (hereinafter referred to as "IMS") for an unlimited number of Owner users. The JOC IMS must be capable of providing full project tracking, developing cost proposals, preparing independent Owner estimates, generating all project documentation, providing project scheduling, budgeting and cost control, tracking MBE participation, and generating customized reports; and
 - d) **Procurement Support:** Gordian shall be responsible for providing Owner with procurement support to market the Owner JOC Program to potential JOC Contractor's. If required by the Owner, Gordian shall conduct a bidder prequalification process to determine a qualified list of bidders. Gordian shall be required to organize and conduct pre-bid meetings with the interested bidders as well as make presentations on behalf of the Owner with various business and Construction organizations. Gordian's staff assigned to perform procurement support must have JOC procurement experience; and
 - e) **Training Programs:** Gordian shall be responsible for developing and conducting all training programs for the Owner and JOC Contractor staff to ensure that the JOC program functions properly. The training programs must include specialized training courses that will involve all Owner staff and JOC contractors utilizing and administering the JOC program. The training

programs must include extensive training on the use of the JOC IMS. All training must be “hands on” with user competency as the objective. Actual Owner projects that the Owner plans to perform through JOC may be included in the training programs; and

- f) **On-Going Technical Support:** Gordian shall be responsible for providing extensive on-going technical support to the Owner during normal business hours, excluding holidays. On-going technical support shall include providing updated contract documents, assisting with the procurement of additional JOC Contractors, providing Owner with access to all applicable updates and revisions to the IMS, and providing training for new Owner staff and JOC Contractors during the term of the Agreement. Providing on-going technical support is considered a vital component to ensuring a successful Owner JOC program.
2. **Optional Job Order Development Services:** On a project-by-project basis, Gordian shall provide Job Order Development services (“Job Order Development Services”) to Owner, to be requested by Owner in its sole discretion. The Job Order Development Services shall include the following:
- a) **Project Identification:** When a project is identified and requested by Owner, Gordian will contact Owner and assist with determining whether the project is appropriate for JOC.
 - b) **Contractor Identification:** In the event Owner has multiple JOC Contractors, Gordian will assist the Owner in identifying the appropriate JOC Contractor for the project based on factors which include, but are not limited to, the type of work involved and the location of the project.
 - c) **Joint Scope Meeting:** The Gordian’s project manager will schedule a Joint Scope Meeting at the project site to help Owner and the JOC Contractor agree on the details of the work that the JOC Contractor will perform. The purpose of the scoping process is to allow the JOC Contractor an opportunity to inspect the site and ask questions before submitting a Price Proposal. The goals of this process are to foster open communication, reduce misunderstandings and mistakes that lead to change orders, and provide results that are more cost-effective and collaborative.
 - d) **Develop Detailed Scope of Work:** Gordian will assist in preparing a Detailed Scope of Work that describes the work the JOC Contractor will perform. Gordian will also assist with resolving issues when project plans and actual conditions vary.
 - e) **Request for Price Proposal:** After all parties agree that the Detailed Scope of Work properly reflects the work to be performed, Gordian’s project manager will send the Detailed Scope of Work and a Request for Proposal to the JOC Contractor.
 - f) **Request Price Proposal:** As the next step in the process, the JOC Contractor prepares and submits a Price Proposal by selecting the appropriate tasks from the Unit Price Book. Gordian’s IMS will automatically multiply the unit price of the task by the required quantities by the JOC Contractor’s competitively bid Adjustment Factor. Gordian shall also request the JOC Contractor’s preparation of any additional Owner required information (e.g., construction schedule, list of proposed local subcontractors, etc.).
 - g) **Price Proposal Review:** Gordian’s project 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. Gordian will also obtain and review any Owner required information submitted by the JOC Contractor such as a construction schedule and list of proposed subcontractors. Gordian’s project manager will submit the Price Proposal and related documents to Owner.

- h) **Issue Job Order:** Once Owner approves the Price Proposal and related documents, and decides to move forward with the project, Owner is then responsible for the issuance of a job order (which may be in the form of a purchase order) to the selected JOC Contractor.
 - i) **Construction Management:** During construction, Owner'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 Owner desires to change the Detailed Scope of Work, a supplemental Job Order is developed in the same manner as the original Job Order.
3. **Optional Construction Administrative Services:** On a project-by-project basis, Gordian shall provide construction administrative services ("Construction Administrative Services") to Owner, to be requested by Owner in its sole discretion. The Construction Administrative Services shall include the following:
- a) **Preconstruction:** Gordian's project manager will assist Owner in determining whether professional design services are required and conduct a pre-construction meeting with the Owner's representative(s), the JOC contractor and, if applicable, the architect or engineer to review the basic project parameters and funding. Where design services are required, the project manager will work with the architects or engineers to coordinate necessary studies and design standards, and deliver plans and specifications that maximize the benefits of JOC for each Owner project. Next, the project manager will coordinate and share any preconstruction information with Owner, the JOC contractor and other appropriate parties, and will assist in the coordination of the JOC contractor obtaining the necessary permits.
 - b) **Site Visit:** During construction, Gordian's project 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.
 - c) **Communication:** Gordian's project manager will provide weekly construction status reports to Owner, conduct project progress meetings with the JOC contractor and staff on a periodic basis, and coordinate any required technical and code inspections.
 - d) **Supplemental Job Orders:** In the event there are unforeseen conditions or Owner requests changes to the Detailed Scope of Work after construction has begun, Gordian's project manager will analyze and process a supplemental Job Order by utilizing the procedures to develop the initial Job Order.
 - e) **Approvals:** Gordian's project manager will review and recommend for approval, or direct necessary revisions to, the JOC contractor's applications for payment and obtain Owner's approval of the work. Final acceptance of the work will be the responsibility of Owner. Technical and code inspections will be the responsibility of the appropriate inspection agencies.
 - f) **Project Close-out:** As the final step in the process, Gordian's project manager will enter all Job Order related information into the IMS and collect any required as-builts, warranties and OEMs from the JOC contractor.
4. **Additional Services:** Owner may, from time to time, request changes in the services to be performed by Gordian ("Additional Services"). No such change, including any increase or decrease in the compensation amount, which shall be mutually agreed upon by Owner and Gordian, shall be effective and enforceable until and unless a written amendment to this Agreement has been executed by the parties and attached hereto.

EXHIBIT B INSURANCE REQUIREMENTS

The following insurance requirements are included in this agreement:

1. **INSURANCE**

The Consultant shall obtain and maintain, and require any sub-contractors to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed operations exposure, Consultant shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better.

Consultant shall provide certificate that is compliant with the insurance requirements. If the certificate received is compliant, no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **The Certificate holder section shall indicate Pinellas County, a Political Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County, a Political Subdivision of the State of Florida shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.**

- A. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. The County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the contract period.

If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the work, you will be notified by CTrax, the authorized Consultant of Pinellas County. Upon notification, renewal certificate(s) of Insurance and endorsement(s) should be furnished to Pinellas County Risk Management at InsuranceCerts@pinellas.gov and to CTrax c/o MDi Data at PinellasSupport@jdidata.com by the Consultant or their agent prior to the expiration date.

- 1) The Consultant shall also notify the County within seventy-two (72) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Consultant from its insurer. Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellas.gov. Nothing contained herein shall absolve Consultant of this requirement to provide notice.
 - 2) Should the Consultant, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement.
- B. If subcontracting is allowed under this Agreement, the Consultant shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below. All subcontracts between the Consultant and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall:
- 1) Require each subcontractor to be bound to the Consultant to the same extent the Consultant is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor.
 - 2) Provide for the assignment of the subcontracts from the Consultant to the County at the election of Owner upon termination of the Contract.

EXHIBIT B INSURANCE REQUIREMENTS

- 3) Provide that County will be an additional indemnified party of the subcontract;
- 4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability.
- 5) Provide a waiver of subrogation in favor of the County.
- 6) Assign all warranties directly to the County.
- 7) Identify the County as an intended third-party beneficiary of the subcontract. The Consultant shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Exhibit B and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.

C. Each insurance policy and/or certificate shall include the following terms and/or conditions:

- 1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.
- 2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Consultant.
- 3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- 4) All policies shall be written on a primary, non-contributory basis.

The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

- 1) **Commercial General Liability Insurance** including, but not limited to, Independent Consultant, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits

Combined Single Limit Per Occurrence	\$ 1,000,000
Products/Completed Operations Aggregate	\$ 2,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000

- 2) **Professional Liability (Errors and Omissions) Insurance** with at least minimum limits as follows. If "claims made" coverage is provided, "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", Proposer may submit annually to the County, for a three (3) year period, a current certificate of insurance providing "claims made" insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

Limits

EXHIBIT B
INSURANCE REQUIREMENTS

Each Occurrence or Claim	\$ 2,000,000
General Aggregate	\$ 2,000,000

For acceptance of Professional Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Professional Liability and other coverage combined.

- 3) **Property Insurance** Consultant will be responsible for all damage to its own property, equipment and/or materials.

EXHIBIT C**FEES AND PAYMENT**

1. **Fees for Required Services:** In consideration of the Required Services set forth Exhibit A of this Agreement and the JOC System License granted to Owner, Gordian shall be paid Fees according to the following schedule.
 - a) **Discounted License Fees:** In consideration of Owner's past construction volume, Owner shall be entitled to a discount on the JOC System License of 15%, for a rate of 1.66% during the first contract year. The discount to be applied during any contract year subsequent shall be calculated by determining the construction volume procured during the immediately preceding contract year and applying the discount as determined by the Annual Volume Discount Table. Any cooperative purchases

VOLUME DISCOUNT TABLE

Annual Volume	Discount	Discounted Rate
\$0 - \$5MM	0%	1.95%
>\$5MM - \$7MM	10%	1.76%
>\$7MM - \$10MM	11%	1.74%
>\$10MM - \$13MM	13%	1.70%
>\$13MM - \$16MM	15%	1.66%
>\$16MM - \$20MM	16%	1.64%
>\$20MM - \$25MM	17%	1.62%
>\$25MM - \$30MM	18%	1.60%
>\$30MM - \$35MM	19%	1.58%
>\$35MM - \$40MM	20%	1.56%
>\$40MM - \$50MM	21%	1.54%
>\$50MM - \$60MM	22%	1.52%
>\$60MM - \$70MM	23%	1.50%
>\$70MM	24%	1.48%

2. **Fees for Optional Job Order Development Services:** If Owner elects to receive Job Order Development Services, it shall pay Gordian a Job Order Development Fee of 3.05% of the value of work ordered in addition to the fee for Required Services. The Job Order Development Fee shall be payable when a Job Order is issued to the JOC contractor. The Job Order Development Fee shall be payable when a Job Order is issued to the JOC contractor.
3. **Fees for Optional Construction Administrative Services:** If Owner elects to receive Construction Administrative Services, it shall pay Gordian a Construction Administrative Fee equal to 5.95% of the value of work ordered in addition to the fee for Required Services. The Construction Administrative Fee shall be payable upon completion and acceptance of the work, except at Gordian's election Job Orders requiring more than 60 days to complete may be invoiced monthly on a percentage of completion basis.

4. **Fees for Additional Services:** In consideration of any Additional Services requested by Owner, Owner shall pay Gordian an amount mutually agreed in writing by the parties for any such Additional Services requested.
5. **Invoicing and Payment:** Gordian shall submit invoices for the Services to Owner monthly. Invoices for Fees shall include a description of all work ordered through the JOC program during the month. Invoices for Additional Services shall include a detailed description of the Additional Services provided during the month. Owner shall pay Gordian's invoices within 30 calendar days from the invoice date. Any invoice not disputed by Owner in writing within 14 calendar days from the invoice date shall be deemed proper. In the event of a dispute, Owner shall pay all undisputed invoice amounts within 30 days of the original invoice date.
6. **Contractor License Fee:** It is understood that Gordian shall charge participating construction contractors a Contractor Licensing Fee ("CLF") of one percent (1%) of the value of the work ordered for the JOC contractors' access to the Gordian's proprietary construction data and JOC applications. Gordian shall be responsible for all administrative duties relating to the invoicing and collections of the CLF.

EXHIBIT D

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, 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 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 at all times maintain complete confidentiality with regard to 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 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 Owner, this JOC System License shall take precedence.