



**PROFESSIONAL SERVICES AGREEMENT**

Between

**THE COUNTY OF SANTA BARBARA**

And

**The Group Gordian, Inc., a Georgia corporation registered to do business in California as  
The Mellon Group**

For

**Job Order Contract (JOC) Program Administration Services**

**PROJECT NUMBER: 25001**



County of Santa Barbara: General Services  
**Capital Division**

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**PROFESSIONAL SERVICES AGREEMENT**  
**FOR**  
**PROFESSIONAL CONSULTANT SERVICES**

This Professional Services Agreement (“Agreement”) is entered into by and between THE COUNTY OF SANTA BARBARA (“Owner” or “County”) and The Gordian Group, Inc., a Georgia corporation registered to do business in California as The Mellon Group (“Consultant” or “Contractor” or “Gordian” and, together with County, collectively, the “Parties” and each individually a “Party”).

**PART 1 - RECITALS**

- 1.01 **WHEREAS**, this Professional Services Agreement (“PSA” or “Agreement”) sets forth the terms and conditions pursuant to which Consultant, as a professional, will provide professional planning consulting services to Owner in connection with the County’s Job Order Contract (JOC) Program (“Project”); and
- 1.02 **WHEREAS**, Consultant was selected by means of the County’s qualifications-based selection process, and represents itself as a professional having the requisite qualifications, licenses and agrees to perform the Services defined herein.

**NOW, THEREFORE, Owner and Consultant agree as follows:**

**PART 2 - PROJECT AUTHORIZATION, TERM AND MAXIMUM COMPENSATION**

**2.01 Agreement For Services**

- A. This PSA sets forth the terms and conditions pursuant to which Consultant, as a professional, will provide services to the County as set forth herein (“Services”).

**2.02 Maximum Compensation**

- A. The sum of all payments made to Consultant pursuant to this PSA for the performance of the Services specified in the SOW and Attachment 1 shall not exceed One Million Two Hundred Fifty Thousand dollars (\$1,250,000.00) (“Base Contract Amount”). The sum of all payments made to Consultant for the performance of Supplemental Services performed pursuant to a duly executed Change Order in accordance with Part 10.03 below shall not exceed the Supplemental Services Amount set forth in Section 1.c of Exhibit C, attached hereto (“Supplemental Services Amount”). In no event shall the aggregate amount of all payments made by the County hereunder exceed the Maximum Compensation Limit specified in Section 1.d of Exhibit C, attached hereto (“Maximum Compensation Limit” or “MCL”). If Consultant performs services or incurs expenses beyond the Base Contract Amount before execution of a Change Order for Supplemental Services in accordance with Part 10.03, or in excess of the Maximum Compensation Limit, Consultant does so at Consultant’s sole risk and expense.

**2.03 Term**

- A. This PSA is effective as of first the date it is duly executed by both of the parties hereto and shall remain in effect for a period of five (5) years, unless earlier terminated in accordance with the provisions of this Agreement (“Term”).

**2.04 Scope**

- A. The services (“Services”) and deliverables (“Deliverables”) described in “Consultant’s Scope of Work & Project Based Fee,” attached hereto as Exhibit A, and in the RFQ/P attached hereto as Attachment 1 and incorporated herein by reference (Exhibit A and Attachment 1,



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collectively, the "SOW") establish the extent of the Services and Deliverables that may be authorized by the Owner's Project Manager ("OPM") hereunder.

**PART 3 - OWNER'S RESPONSIBILITIES**

**3.01 Owner Provided Information**

- A. If required and where available, Owner may provide any of the following for Consultant's use in connection with the Services:
  - (i) Specialized studies of existing site conditions, including the presence of hazardous materials, soil, air, water, pollution, etc.
- B. Consultant must make a written recommendation to the Owner regarding the completeness or sufficiency of any survey or specialized study provided to Consultant, or the need for any study or survey that the Consultant believes is required for the Project that is not included within Consultant's Services.

**3.02 Approval & Permit Fees**

- A. Owner will pay all fees required by any jurisdiction having authority over the Project for filing and checking of any filing prepared by Consultant that is required for the performance of the Services, and such standard fees as are charged any governmental Agency for the issuance of approvals and permits by such governmental agency necessary for the performance of the Services.

**PART 4 - PROJECT SCOPE OF WORK (SOW)**

**4.01 Changes in Scope**

- A. If Owner causes a change in the Service(s) or Deliverable(s) that Consultant believes to be material, Consultant must, within fourteen (14) calendar Days of the event that caused such change, notify Owner in writing that Consultant contends Owner has caused a material change in the Service(s) or Deliverable(s). If written notice is not given to Owner within such 14-day period, such change shall be deemed immaterial, and Consultant shall not be entitled to additional compensation for such change. If the Director of the County's General Services Department ("Director"), or his Assistant Director designee, concurs that there has been a material change in Service(s) or Deliverable(s) required by Owner hereunder, payment to Consultant may be adjusted pursuant to a Change Order for Supplemental Services duly executed by both of the parties hereto in accordance with Parts 10.01.A.3, and 10.03, below; provided, however, that Consultant shall not be entitled to any Supplemental Services Amount unless and until memorialized in a duly executed Change Order, and in no event shall the aggregate amount of payments to Consultant hereunder exceed the MCL.
- B. If Consultant contends that there is a material increase in the Service(s) or Deliverable(s) required to complete the Services and requests additional compensation hereunder for the performance of such Supplemental Services, and such increase is not in any way attributable to any act or omission of, or on behalf of, Consultant or any Subconsultant, including, but not limited to, faulty or inaccurate calculations or estimations made by or on behalf of Consultant, and the Director, or his Assistant Director designee, concurs that there has been a material change in Service(s) or Deliverable(s) required by Owner hereunder, payment to Consultant hereunder may be adjusted pursuant to a Change Order for Supplemental Services duly executed by both of the parties hereto in accordance with Parts 10.01.A.3 and 10.03, below; provided, however, that Consultant shall not be entitled to any Supplemental Services Amount unless and until memorialized in a duly executed Change Order, and in no event shall the aggregate amount of payments to Consultant hereunder exceed the MCL. OPM may request, and Consultant, pursuant to such request, shall provide, assistance in re-allocating the remaining available funds available hereunder. Such assistance must, if requested by OPM, also include a determination of any other Supplemental Services necessary to complete the Project.



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- C. If there is a material decrease in the Services or Deliverables required to complete the Services, Consultant shall immediately notify OPM of such decrease, and agrees to accept a reasonable corresponding reduction in compensation hereunder.

**PART 5 - CONSULTANT'S RESPONSIBILITIES, SERVICES, AND DELIVERABLES**

**5.01 Consultant as Independent Contractor**

- A. Consultant is performing all Services as an independent contractor, and not as an agent or employee of County.

**5.02 No Assignment; Consultant's Use of Subconsultants**

- A. The expertise and experience of Consultant are material considerations for County's execution of this Agreement. Consultant shall not assign, delegate, or transfer, directly or indirectly, whether by operation of law or otherwise, this PSA or any of Consultant's rights or obligations hereunder, without the prior written consent of County in each instance, and any attempt to so assign, delegate, or transfer this Agreement, or any rights, duties or obligations arising hereunder, shall be void and of no effect. Notwithstanding the foregoing, Consultant may use the subconsultants set forth in Exhibit B, attached hereto and incorporated herein by reference ("Subconsultants"), in performing the Services under this Agreement. Consultant shall be responsible for directing the work of authorized Subconsultants, and for all compensation and benefits due to Subconsultants, if any. County assumes no responsibility whatsoever concerning such compensation or benefits. Consultant shall not engage any subconsultant(s) in the performance of Services, other than the Subconsultants identified in Exhibit B, without the prior written approval of the OPM in each instance.

**5.03 Consultant's General Responsibilities**

The following General Responsibilities shall apply to all Services under this Agreement.

**A. Standard of Care**

1. Consultant shall perform all Services in accordance with those standards of care that are generally recognized as being used by competent persons in Consultant's profession and area of specialty in the State of California.
2. At all times during the Term, Consultant shall ensure the performance of all Services in compliance with all applicable federal, state, and local codes, statutes, laws, regulations and ordinances ("Applicable Laws").
3. Consultant shall use its professional judgment and expertise to verify interpretations of Applicable Laws from the appropriate government agency(ies) and authorities having jurisdiction over the Project. Such efforts shall be undertaken in accordance with the Standard of Care.

**B. Funding by Governmental Agencies**

1. If the Project is to be constructed, wholly or in part, with funds from Federal, State, or other outside funding sources, Consultant shall comply with all requirements of all such Federal, State, and outside funding sources.

**C. HCAI (formally known as OSHPD) Jurisdiction**

1. If the Project is within the jurisdiction of the State of California, Department of Health Access and Information ("HCAI" formally known as OSHPD), Consultant's Deliverables and performance of Service must meet all HCAI requirements.

**D. Approach of Consultant's Services**

1. Consultant's Services shall proceed as described in the SOW for each County project requiring such services unless otherwise agreed or directed by the Owner via a duly executed Change Order.

**E. Submittal of Deliverables**



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1. Each submittal of a Deliverable by Consultant to Owner hereunder shall include a declaration statement, signed by a duly authorized officer of Consultant, that Consultant coordinated the work of Consultant and its Subconsultants, that such Deliverable is accurate and complete, and that all of Owner's prior review comments have been incorporated therein.
2. Consultant shall furnish to Owner, in form and format suitable for reproduction, original reproducible files and other instruments of Service, and computer flash drives containing each submittal to County hereunder in the following electronic formats: Microsoft PC compatible operating system, AutoCAD 2004 or newer, Microsoft Office 2003 or newer.

**F. Printing & Reproduction**

1. Consultant shall pay for all printing and reproduction cost incurred in the performance of the Services.
2. Owner will print coordination check documents to be used by the Owner beyond the number of copies identified in the SOW at Owner's expense.
3. If applicable to this PSA, Owner will print Bid Documents for distribution to Bidders at Owner's expense.

**G. Meetings**

1. Required meetings are as specifically identified in the SOW.
2. Unless otherwise requested by the OPM, Consultant shall prepare agendas for and take minutes of all meetings conducted or attended by Consultant in connection with the performance of Services hereunder. This includes meetings that are chaired by the OPM.
3. The Consultant's compensation for attendance at and preparation of minutes for all such meetings is included in Base Contract Amount.

**H. Consultant's Staff and Subconsultants**

1. Consultant's staff and Subconsultants are identified in Exhibit B, and are subject to the requirements set forth therein.
2. Changes to Consultant's staff and Subconsultants are subject to Owner's prior written approval via a duly executed Change Order.

**5.04 Basic Services & Deliverables: See Exhibit A**

**PART 6 - CONSULTANT'S SCHEDULE**

**6.01 Schedule**

- A. Consultant shall promptly perform all Services and Deliverables in accordance with the Projects' schedule(s) requiring the Services and Deliverables set forth in Exhibit A.

Consultant shall provide and maintain Project staffing levels as necessary to perform the Services within the time provided in the Projects' schedules requiring the Services set forth in this Agreement.

**PART 7 - INDEMNIFICATION & INSURANCE**

**7.01 Exhibit D Indemnification and Insurance Requirements**

- A. Consultant shall comply with all indemnification and insurance requirements set forth in Exhibit D, attached hereto and incorporated herein by reference.

**PART 8 - REPRESENTATION BY COUNSEL**



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- A. Both parties to this PSA were represented by counsel in the negotiation and execution of this PSA.
- B. The parties hereto are aware of the provisions set forth in California Civil Code §1717 and intend this paragraph of the PSA to meet said statutory requirements so that the reference to attorneys' fees in Part 7, "Indemnification & Insurance" applies only in the indemnification context in Part 7, "Indemnification & Insurance."

**PART 9 - HAZARDOUS MATERIALS**

**9.01 Responsibility for Hazardous Materials**

- A. Owner acknowledges that Consultant has no special knowledge or expertise regarding asbestos or other hazardous materials.
- B. Unless otherwise provided in this PSA, or unless Owner has provided documented information to Consultant regarding the presence or potential presence of such hazardous materials Consultant and its Subconsultants have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure or persons to, hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or any other toxic substance.

**PART 10 - COMPENSATION & PAYMENT**

**10.01 Compensation**

- A. Payments will be made as set forth herein
  - 1. Maximum Compensation Limit
    - a. The Maximum Compensation Limit includes the maximum aggregate amount of compensation payable by the Owner to Consultant hereunder. Total payment by Owner to Consultant shall not exceed the Maximum Compensation Limit specified in Exhibit C, attached hereto and incorporated herein by reference. Consultant is fully responsible for the provision of all Services and Deliverables, compensation for which shall not exceed the MCL.
  - 2. Consultant's Compensation Schedule
    - a. Compensation payable to Consultant hereunder for Consultant's performance of the Services comprising providing administrative programming for the County's Job Order Contracts program as set forth in the SOW shall be as set forth in Exhibit C.
    - b. Consultant's Hourly Rate Schedule, applicable to Supplemental Services, is set forth in Exhibit C.
  - 3. Changes
    - a. During the Term of this PSA, the Owner may authorize changes to this PSA, other than by amending this PSA in accordance with Part 15.B., below, only in accordance with Part 4.01, above, and Part 10.03, below, and only to the extent authorized by the Board of Supervisors in approving this PSA.
  - 4. Prevailing Wages
    - a. Certain Services to be performed under this contract may be considered "public works" subject to prevailing wage, apprenticeship and other labor requirements of Labor Code division 2, part 7, chapter 1, section 1720 et seq. Such public works may include work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.



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Consultant is solely responsible for determining whether the Services, or any portion thereof, is subject to said requirements, and for complying with all such requirements that apply. All such public works projects are subject to compliance monitoring by the California Department of Industrial Relations (DIR). County has obtained from the DIR general prevailing wage determinations for the locality in which the Work is to be performed that are on file with County's Public Works Agency and are available upon request. Consultant is responsible for posting job site notices as prescribed by regulation pursuant to Labor Code section 1771.4(a)(2). Consultant acknowledges that it is aware of state and federal prevailing wage and related requirements and shall comply with these requirements to the extent applicable to the Services, including, without limitation, Labor Code sections 1771 (payment of prevailing wage), 1771.1 (registration with DIR) and 1771.4 (submission of certified payrolls to Labor Commissioner) Consultant has included (and shall include) consideration for this obligation in calculating compensation and cost estimates under this PSA.

**5. Errors and Omissions**

- a. Consultant must correct all errors and omissions attributable to acts and/or omissions of and/or on behalf of Consultant and/or Subconsultants without cost to Owner.
- b. Owner has the right to pursue claims for any negligent errors and omissions of or on behalf of Consultant and/or Subconsultant(s).

**10.02 Reimbursable Expenses**

- A. There are no reimbursable expenses hereunder. Travel, mileage, copying, printing, plotting, and visualizations are included in the County License Fee and the Job Order Development Fee and shall not be charged separately.

**10.03 Supplemental Services & Deliverables**

- A. To the extent that County has established a Supplemental Services Allowance ("SSA") for the performance of services not included within the Services and Deliverables, such SSA is set forth in Section 1.c of Exhibit C. Consultant shall only commence work other than as set forth in the SOW pursuant to a Change Order duly executed by the Director or his Assistant Director designee ("Change Order"), and only to the extent expressly authorized by the County Board of Supervisors in approving this PSA.

**10.04 Payment**

- A. Payment Requests
  - 1. Owner will make payments within thirty (30) Days after the OPM's approval of the Consultant's correct Payment Request.
- B. Invoices
  - 1. Consultant may submit a Payment Request not more than once each month.
- C. Progress Payments
  - 1. Owner may, in its discretion, adjust any progress payment so that it corresponds with the percentage of completion as reasonably determined by Owner.

**10.05 Release of All Claims**

- A. Prior to final payment hereunder, Consultant must execute and deliver to Owner a release of all claims arising from this Agreement, other than such claims, if any, as may be specifically excepted from the release for the reasons and in the amounts stated in the release.-

**10.06 Timely Billings**

- A. Consultant agrees to bill Owner on a timely basis and not later than ninety (90) Days after:
  - 1. Services are performed; or



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- 2. Billings are otherwise due pursuant to the terms of the PSA.
- B. Owner has no liability for payment of and has sole discretion to pay or decline payment of, any billings submitted after the expiration of such ninety (90) Day period.

**10.07 Consultant's Accounting Records**

- A. Accounting System & Records Retention
  - 1. Consultant must maintain an accounting system in accordance with current standards of accounting and financial reporting for the purpose of supporting payments for Services authorized under this PSA. Consultant must retain such records for three (3) years after expiration or termination of this PSA, or until all claims, if any, have been disposed of, whichever period is longer.
- B. Owner's Auditing Rights
  - 1. Upon service of a written Notice to Consultant, Owner, and persons authorized by Owner, have the right at any reasonable time and place to examine, audit, and make copies of books, records, documents, accounting procedures and practices relating to the performance or administration of this PSA, or affecting any changes or modifications to this PSA.
- C. Applicability to Subcontracts
  - 1. Consultant must incorporate the above-stated accounting and audit requirements into all subcontracts, including, but not limited to, contracts with Subconsultants, exceeding Ten Thousand Dollars (\$10,000) in value in connection with this PSA, including any modification(s) thereof.

**PART 11 - TERM & TERMINATION**

**11.01 Owner's Rights**

- A. Termination for Convenience
  - 1. The Director may, by 30- days prior written notice to Consultant, terminate all or part of this PSA at any time for Owner's convenience. Upon receipt of such notice, Consultant must immediately cease all work hereunder as specified in the notice.
  - 2. If this PSA is so terminated, Consultant will be compensated as set forth below.
- B. Termination for Breach
  - 1. If Consultant violates any of the covenants or agreements of this PSA, or if Consultant fails to fulfill in a timely and proper manner its obligations pursuant to this PSA, and does not cure such failure or violation within thirty (30) days, or such shorter period as the Owner may determine is necessary and appropriate, after receipt of written notice from the County's OPM specifying such failure or violation, whether subject to cure, and, if subject to cure, the time and manner of cure, Owner may terminate this PSA in accordance with Part 11.01.A.1, above.
  - 2. Owner will provide Consultant with written notice as to the effective date of termination, and Consultant is not entitled to compensation for Services or expenses beyond the specified termination date.
  - 3. If, after notice of termination for breach of this PSA, it is determined that Consultant did not breach this PSA, the termination will be deemed to have been made for Owner's convenience, and Consultant will receive payment due to Consultant for Services performed prior to such termination for convenience in accordance with Section 11.02, below.
- C. Suspension for Convenience



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1. OPM may, without cause, order Consultant in writing to suspend, delay, or interrupt the Services under this PSA in whole or in part for up to 90 days. COUNTY shall incur no liability for suspension under this provision, and such suspension(s) shall not constitute a breach of this Agreement.
- D. The rights and remedies provided herein to Owner are cumulative and in addition to any other rights and remedies provided by law in this PSA.

**11.02 Consultant's Compensation Upon Termination**

- A. In the event of Owner's termination of this PSA, Consultant will receive compensation as follows:
  1. For fully Deliverables and Services performed and delivered by Consultant and accepted by County, and authorized Reimbursable Expenses pursuant to this PSA, compensation will be in the amount specified in the PSA for such Deliverables, Services, and authorized expenses.
  2. For items of Service on which Owner has issued an Authorization to Proceed but which have not been fully completed and accepted, Consultant will be compensated for its Services accepted by Owner in an amount which bears the same ratio to the total fee otherwise payable for the performance of that Service as the Services performed bear to the total Services necessary for the full performance of that Service.
- B. In no event will the total compensation paid for any item of Service exceed the value specified in this PSA for such item of Service.

**11.03 Delivery of Documents**

- A. Upon any termination of this PSA, Consultant shall furnish Owner all documents and Instruments of Service prepared pursuant to this PSA, whether complete or incomplete. Consultant may retain a copy for its records if so provided by Owner in such notice of termination.

**PART 12 - DISPUTE RESOLUTION**

**12.01 Consultant's Questions & Concerns**

- A. Questions regarding the terms, conditions and Services of this PSA will be decided by the County's Director of General Services, who will furnish the decisions to Consultant in writing within thirty (30) Days after receiving a written request from Consultant.

**12.02 Dispute Resolution During Construction**

- A. Alternate Dispute Resolution (ADR)
  1. Owner intends, but shall not be required, to use ADR techniques including Partnering and Mediation during Design.
- B. Consultant and its Subconsultants shall participate in all ADR efforts as directed by Owner.
- C. In the event that Owner elects to utilize such ADR, the cost of such Partnering training facilities and facilitator will be borne equally by the parties hereto.

**12.03 Negotiations Before and During Mediation**

- A. Negotiations to resolve disputes before and during Mediation are initiated for settlement purposes only and are not binding unless otherwise agreed by Owner and Consultant.

**12.04 Mediation**

- A. Voluntary Mediation
  1. In the event a dispute or issue is not resolved by negotiation, Owner and Consultant agree to attempt to resolve the matter by Mediation.



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2. Said Mediation is non-binding, and intended to provide an opportunity for the parties hereto to evaluate each other's cases and arrive at a mutually agreeable solution.
- B. Initiation of Mediation
1. Any party hereto may initiate Mediation by notifying the other party hereto in writing.
- C. Request for Mediation
1. A Request for Mediation must contain a brief statement of the nature of the dispute or claim, and the names, addresses, and phone numbers of all parties to the dispute or claim, and those who will represent them, if any, in the Mediation.
  2. Within ten (10) days of a Party's receipt of a Request for Mediation, the Party in receipt of such Request for Mediation shall provide to the requesting Party a written response indicating whether the receiving Party is willing to participate in voluntary, non-binding mediation with respect to such dispute or claim.
- D. Selection of Mediator
1. Within fourteen (14) days of a Party's written response to a Request for Mediation indicating that such Party is willing to participate in mediation with respect to the dispute or claim at issue, the Parties hereto will confer to select an appropriate mediator agreeable to all Parties.
  2. If the Parties hereto cannot agree on a mediator, they may accept a mediator appointed by a recognized association such as the American Arbitration Association.
- E. Qualifications of a Mediator:
1. Any mediator selected hereunder ("Mediator") must have expertise in the area of the dispute and be knowledgeable in the Mediation process.
  2. No person shall serve as a Mediator in any dispute in which that person has any financial or personal interest in the result of the Mediation.
  3. Before accepting an appointment, the prospective Mediator must disclose any circumstances likely to create a presumption of bias or prevent a prompt meeting with the parties. Upon receipt of such information, the Parties will confer and decide whether to select another Mediator.
- F. Vacancies
1. If any Mediator becomes unwilling or unable to serve, another Mediator will be selected unless the Parties agree otherwise.
- G. Representation
1. Any Party may be represented in the Mediation by person(s) of their choice who must have full authority to negotiate.
  2. The names and addresses of such representative(s) must be communicated in writing to all Parties and to the Mediator.
- H. Time and Place of Mediation
1. The Mediator will set the time of each Mediation session.
  2. The Mediation will be held at a convenient location agreeable to the Mediator and the Parties, as determined by the Mediator.
  3. All reasonable efforts will be made by the parties hereto and the Mediator to schedule the first session within sixty (60) Days after selection of the Mediator.
- I. Identification of Matters in Dispute
1. Unless a longer period of time is required by the Mediator, at least ten (10) days before the first scheduled Mediation session, each Party must provide the Mediator a brief memorandum setting forth such Party's position with regard to the issues identified in the



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Request for Mediation, and any other pertinent issues that such Party believes need to be resolved. At the discretion of the Mediator, or otherwise agreed by the Parties, the Parties hereto may mutually exchange such memoranda.

2. At the first Mediation session, the Parties will be expected to produce all information reasonably required for the Mediator to understand the issue(s) presented. The Mediator may require each Party to supplement such information.

J. Authority of Mediator

1. The Mediator does not have authority to impose a settlement on the Parties, but will attempt to assist the parties hereto in reaching a satisfactory resolution of their dispute.
2. The Mediator is authorized to conduct joint and separate meetings with the Parties, and to make oral and written recommendations for settlement.
3. Whenever necessary, the Mediator may also obtain expert advice concerning technical aspects of the dispute, provided that the Parties agree in writing in advance to such outside expert advice, to assume the expenses of obtaining such expert advice, and whether the arrangements for obtaining such expert advice will be made by the Mediator or one or more of the Parties.
4. The Mediator is authorized to end the Mediation whenever, in the Mediator's judgment, further Mediation efforts would not contribute to a resolution of the dispute between the Parties.

K. Privacy

1. Mediation sessions are private.
2. The Parties and their representatives may attend Mediation sessions.
3. Other persons may attend Mediation sessions only with the prior written consent of each of the Parties, and with the consent of the Mediator.

L. Confidentiality

1. The Mediator will not divulge confidential information disclosed to a Mediator by the Parties or by witnesses in the course of the Mediation.
2. All records, reports, or other documents received by a Mediator while serving as Mediator, are confidential.
3. The Mediator must not be compelled to divulge such records or to testify in regard to the Mediation in any adversary proceeding or judicial forum.
4. The Parties shall maintain the confidentiality of the Mediation and shall not rely on, or introduce as evidence in any arbitration, judicial or other proceedings:
  - a. Views expressed or suggestions made by the other Party with respect to a possible settlement of the dispute;
  - b. Statements made by the other Party in the course of the Mediation proceedings;
  - c. Proposals made or views expressed by the Mediator;
  - d. Whether the other Party had or had not indicated willingness to accept a proposal for settlement made by the Mediator.

M. No Stenographic Record

1. There shall be no stenographic record of the Mediation.

N. Termination of Mediation

1. The Mediation shall be terminated:
  - a. By the execution of a Settlement Agreement by the Parties with respect to the issues subject to the Mediation;



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- b. By a written declaration of the Mediator to the effect that further efforts at Mediation are no longer worthwhile; or
  - c. By a written declaration of one or more of the Parties to the effect that the Mediation proceedings are terminated.
- O. Exclusion of Liability
- 1. No Mediator shall be a necessary party in judicial proceedings related to the Mediation.
- P. Interpretation and Application of These Mediation Provisions
- 1. The Mediator will interpret and apply these Mediation provisions insofar as they relate to the Mediator's duties and responsibility.
- Q. Expenses
- 1. The expenses of witnesses for each Party must be paid by the Party producing such witnesses.
  - 2. All other expenses of the Mediation, including required traveling and other expenses of the Mediator, and the expenses of any witness called by the Mediator, and the cost of any proofs or expert advice produced at the direct request of the Mediator, will be apportioned equally between the Parties, or as may otherwise be agreed by the Parties, provided, however, that a Party shall not be responsible for any such Mediation expense to which such Party did not consent in advance in writing.

**12.05 Compensation for Participation in Mediation**

- A. Consultant is not entitled to compensation for time spent in or for negotiations or Mediation to resolve questions or disputes between Consultant and Owner arising out of this PSA.

**PART 13 - MISCELLANEOUS PROVISIONS**

**13.01 Capitalization and Formatting**

- A. Terms capitalized in this PSA include those that are:
  - 1. Specifically defined; or
  - 2. Titles of Parts or paragraphs; or
  - 3. Titles of reports or Deliverables; or
  - 4. Titles of other documents.
- B. Unless otherwise indicated, **highlighted**, **bolded**, *italicized*, or underlined text is not intended to imply special significance but serves merely as an aid to the reader to distinguish or quickly reference selected text.
- C. Text shown with Strike Through font is meant to, and does, exclude such text from the PSA. It is shown as such merely for the convenience of the Owner.
- D. The captions of the Parts and paragraphs are for convenience only and will not be deemed relevant in resolving any question of interpretation or construction of any such Part or paragraph.

**13.02 Force Majeure**

- A. Neither party hereto shall be liable to the other Party hereto for damages or delay in performance caused by events beyond the control of such Party or such Party's employees, agents, affiliates, officers, directors, Subconsultants, or representatives, provided that (i) such events are not in any way attributable to any act or omission by or on behalf of such Party or any of such Party's employees, agents, affiliates, officers, directors, Subconsultants, or representatives, and (ii) the Party claiming such delay promptly provides written notice to the other Party specifying the cause and a good faith estimate of the duration of such delay ("Force Majeure Notice"), and (iii) such Party cures such delay and resumes performance hereunder as soon as practicable under the circumstances. Except for those commitments identified in



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the Force Majeure Notice, the affected Party shall not be relieved of its responsibility to fully perform as to all other obligations of such Party under this Agreement. Notwithstanding the foregoing, if such Force Majeure event continues for a period of more than 90 days from the date of such Force Majeure Notice, the County shall be entitled, in its sole discretion, to immediately terminate this Agreement upon written notice to Consultant.

**13.03 Waiver**

- A. In the event any provision of this PSA is held to be invalid and unenforceable by a court of competent jurisdiction, the remaining provisions shall be valid and binding on the Parties.
- B. One or more waivers by either Party of any provision, term, condition or covenant shall not constitute a waiver of any subsequent breach.

**13.04 Timely Approvals**

- A. Whenever the approval of Owner or Consultant is required pursuant to this PSA, such approval shall not be unreasonably withheld or delayed.

**13.05 Ownership & Use of Deliverables and Instruments of Service**

- A. Owner shall be the owner of the following items in connection with this Agreement upon creation, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. Consultant shall not release any of such items to any other person except after prior written approval of Owner.

Unless otherwise specified herein, Consultant hereby assigns to Owner all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by Consultant pursuant to this PSA (collectively referred to as "Copyrightable Work and Inventions"). Owner shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions and all Deliverables provided to County hereunder. Consultant agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder, including all licenses and permissions as may be necessary for County to use all Deliverables produced by Consultant hereunder. Consultant warrants that no Copyrightable Works and Inventions or any other item provided under this Agreement will infringe upon any intellectual property or proprietary rights of any third party. Consultant at its own expense shall defend, indemnify, and hold harmless Owner against any claim that any Copyrightable Works and Inventions or other items provided by Consultant hereunder infringe upon intellectual or other proprietary rights of a third party, and Consultant shall pay all damages, costs, settlement amounts, and fees that may be incurred by Owner in connection with any such claims.

- B. This Part 13.05 shall survive expiration or termination of this PSA.
- C. Consultant is not entitled to any fees for Owner's use of any Deliverable or instrument of Service unless Owner enters into a separate agreement with Consultant specifically providing for such fees.

**13.06 Reliance**

- A. Unless otherwise indicated, Consultant may rely on the accuracy and technical quality of documents provided by Owner or the Owner's authorized consultants.

**13.07 Taxes**

- A. Consultant shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this PSA and shall make any and all payroll deductions



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required by law. Owner shall not be responsible for paying any taxes on Consultant's behalf, and should Owner be required to do so by state, federal, or local taxing agencies, Consultant agrees to promptly reimburse Owner for the full value of such paid taxes plus interest and penalty, if any. Such taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

**13.08 Conflicts of Interest**

- A. Consultant covenants that Consultant presently has no employment or interest, and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this PSA. Consultant further covenants that in the performance of this PSA, no person having any such interest shall be employed or otherwise engaged by Consultant or any Subconsultant. Consultant must promptly disclose to Owner, in writing, any potential conflict of interest. Owner retains the right to waive a conflict of interest disclosed by Consultant if Owner determines it to be immaterial, and such waiver is only effective if provided by Owner to Consultant in writing.

**13.09 No Publicity or Endorsement**

- A. Consultant shall not use Owner's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. Consultant shall not use Owner's name or logo in any manner that would give the appearance that the Owner is endorsing Consultant. Consultant shall not in any way contract on behalf of or in the name of Owner. Consultant shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the Owner or its projects, without obtaining the prior written approval of Owner.

**13.10 Non-Discrimination**

- A. Owner hereby notifies Consultant that Owner's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this PSA and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and Consultant agrees to comply with said ordinance.

**13.11 Execution in Counterparts**

- A. This PSA may be executed electronically and in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

**13.12 Governing Law**

- A. This PSA shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

**PART 14 - NOTICES**

- A. All notices will be deemed to have been given when made in writing and delivered or mailed to the respective representative(s) of Owner and Consultant at their respective addresses as shown in Exhibit E ("Notices"), attached hereto and incorporated herein by reference.

**PART 15 - LIMITS OF AGREEMENT**

- A. This PSA, including all Exhibits hereto, together with the Request for Qualifications and Proposals for Job Order Contract (JOC) Program Administrator Service Provider pursuant to which this Agreement was procured, and which is attached hereto as Attachment 1 and hereby incorporated herein by reference ("RFQ/P"), and Consultant's Proposal submitted to County in



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response to same, a copy of which is attached hereto as Attachment 2 ("Proposal"), constitutes the entire and integrated agreement between Owner and Consultant with respect to the subject matter hereof, and supersede all prior and contemporaneous negotiations, representations, or agreements, whether written or oral.

- B. This PSA may be amended only by written agreement signed by Owner and Consultant, except as otherwise expressly authorized herein.
- C. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this PSA shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- D. No remedy herein conferred upon or reserved to Owner is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

**PART 16 - ORDER OF PRECEDENCE**

- A. In the event of conflict or inconsistency between the provisions contained in Parts 1 through 18 of this Agreement and the provisions contained in the Exhibits and Attachments, the provisions contained in Parts 1 through 18 of this Agreement shall control and prevail over those in the Exhibits and Attachments, other than Exhibit D, which shall control and prevail. Consultant agrees that in the event of any discrepancy, inconsistency, gap, ambiguity, or conflicting language between Consultant's Proposal (attached hereto as Attachment 2), on the one hand, and any other provision(s) of this Agreement, on the other, the provisions of this Agreement (including the RFQ/P) other than Consultant's Proposal shall take precedence and control and prevail.

**PART 17 - EXHIBITS**

- A. The following listed Exhibits and Attachments referred to herein are incorporated in this PSA as though set forth in full.
  - 1. Exhibit A, "Consultant's Scope of Work & Hourly Rates"
  - 2. Exhibit B, "Consultant's Staff & Subconsultants"
  - 3. Exhibit C, "Consultant's Compensation"
  - 4. Exhibit D, "Indemnification And Insurance Requirements"
  - 5. Exhibit E, "Notices"
  - 6. Exhibit F, "Federal Provisions"
  - 7. Exhibit G, "JOC System License"
  - 8. Attachment 1: RFQ/P
  - 9. Attachment 2: Consultant's Proposal

*[Signatures appear on the following page.]*



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**IN WITNESS WHEREOF**, the Parties have executed this Agreement to be effective as of the first date executed by all of the parties hereto.

County of Santa Barbara

By:   
LAURA CAPPS, CHAIR  
BOARD OF SUPERVISORS

**ATTEST:**  
MONA MIYASATO,  
COUNTY EXECUTIVE OFFICER  
CLERK OF THE BOARD

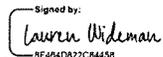
**CONSULTANT:**  
The Gordian Group, Inc.

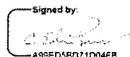
By:   
Deputy

By:   
Name: Kris Gorriaran  
Title: Chief Executive Officer

**APPROVED AS TO FORM:**  
RACHEL VAN MULLEM  
COUNTY COUNSEL

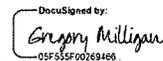
**APPROVED AS TO ACCOUNTING FORM:**  
BETSY SCHAFFER, CPA, CPFO  
AUDITOR-CONTROLLER

By:   
Deputy County Counsel

By:   
Deputy

**APPROVED AS TO FORM:**  
GREGORY MILLIGAN  
RISK MANAGER

**RECOMMENDED FOR APPROVAL:**  
KIRK LAGERQUIST, DIRECTOR  
GENERAL SERVICES DEPARTMENT

By:   
Risk Manager

By:   
Department Head

**END OF AGREEMENT**



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**EXHIBIT A**

**SCOPE OF WORK; PROJECT-BASED FEE**

Consultant shall perform all of the following services set forth in this Scope of Work, other than the Supplemental Services described in Section 6 of this Exhibit A ("Services") in exchange for a per-Job Order fee comprised of the County License Fee and Job Order Development Fee described in greater detail in Exhibit C, below, in an aggregate amount not to exceed the Base Contract Amount set forth in Section 1.a of Exhibit C, which fees include all Consultant overhead, administrative costs, and profit with respect to such Services. Optional additional Supplemental Services, as described below in Section 6 of this Exhibit A, may be requested by the County to be performed by Consultant at the hourly rates set forth in Exhibit C up to the Supplemental Service Allowance set forth in Section 1.c of Exhibit C, pursuant to Change Order(s) duly executed by both County and Consultant in accordance with Part 10 of this Agreement.

**SCOPE OF WORK:**

Consultant shall furnish all labor, materials, equipment, tools, supervision, and services necessary to perform the professional services described herein. Consultant shall perform said services in accordance with applicable laws, codes, ordinances, regulations, County policies, and generally accepted professional standards. The services to be provided under this Agreement include Job Order Contracting ("JOC") system support, job order development, construction administration, and related professional services, as more fully described below.

**1. JOC System and Technical Support**

Consultant shall provide technical and administrative support to the County's JOC Program, including:

- Preparation and maintenance of JOC Contract Documents, including the JOC Contract, General Conditions, Bid Documents, Technical Specifications, Customized Construction Task Catalog ("CTC"), and related forms.
- Semi-annual updates to the CTC to reflect current regional labor and material pricing.
- Management of the County's web-based JOC Information Management System ("IMS"), including data entry, system updates, and generation of cost estimates, proposals, job orders, notices, and reports.
- Ongoing technical support, including program improvements, process refinements, and system maintenance.
- Training programs for County staff and contractors on JOC execution procedures, job order development, and use of the IMS.

**2. Job Order Development Services**

Consultant shall assist the County in developing Job Orders by:

- Reviewing proposed projects for suitability under JOC, ensuring compliance with County policies and the California Public Contract Code.
- Supporting contractor selection when multiple JOC contractors are available, based on workload, capacity, past performance, and project type.
- Facilitating Joint Scope Meetings with County staff and contractors to confirm project requirements, schedule, and site conditions.
- Assisting in preparation of the Detailed Scope of Work for Job Orders, incorporating project documentation and meeting notes and shall provide such deliverables to the County within five (5) business days of request to avoid delays in the project timeline.



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- Supporting County review of contractor Price Proposals to ensure accuracy, compliance, and completeness, including verification of unit prices for pre-priced and non-pre-priced tasks within Three (3) business days of receipt of each Price Proposal.
- Assisting with issuance of Job Orders and notices to proceed following County approval within three (3) business days of County authorization, in alignment with the project schedule.

**3. Construction Administration Services**

Consultant shall provide construction administration support on JOC projects, including:

- Preconstruction coordination, permitting support, and project scheduling assistance.
- On-site monitoring of contractor performance and compliance with safety requirements.
- Weekly reporting and communication with County staff and stakeholders.
- Processing of supplemental job orders for scope changes within three (3) business days of County authorization, in alignment with the project schedule.
- Review of contractor payment applications and supporting documentation.
- Support for project closeout, including review of as-built documentation and collection of warranties.

**4. Key Personnel and Account Management**

Consultant shall assign a dedicated Account Manager to serve as the primary point of contact for the County's JOC Program and to oversee day-to-day Services. A Regional Director shall provide overall program oversight and coordination with County leadership. Substitution or reassignment of key personnel shall not occur without prior written approval of the County. Consultant shall provide additional qualified staff if requested by the County.

**5. Deliverables (Summary)**

Consultant shall provide the following deliverables under this Agreement:

- Updated JOC Contract Documents and semi-annual CTC pricing updates.
- Management of the JOC IMS system and production of system-generated reports.
- Training modules and related instructional materials.
- Written scope documentation and price proposal reviews for Job Orders.
- Construction monitoring reports, payment review notes, and closeout documentation.

**6. Optional Job Order Construction Administration Supplemental Services (As-Needed)**

At the County's request, Consultant may provide Supplemental Services, at the hourly rates for Supplemental Services set forth in Exhibit C, below, including:

- Construction estimating for JOC projects, including preliminary, rough order of magnitude, and detailed estimates.
- Project budgeting and pre-construction planning.
- Additional staff support to meet workload demands, subject to County's prior written approval.



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**END EXHIBIT A**



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**EXHIBIT B**

**CONSULTANT'S STAFF & SUBCONSULTANTS**

- A. Consultant declares that the Principal in -Charge- on behalf of Consultant shall be Maria Martinez. Consultant declares that Consultant's Project Manager shall be Mike Morales.
- B. Consultant will only employ subconsultants identified in the Consultant's Proposal submitted in response to the County's RFQ/P for this project (each, a "Subconsultant"), as set forth below, and each Subconsultants must, if their profession or specialty is licensable, be licensed by the State of California to perform such Services. Consultant must obtain Owner's prior written approval of any other subconsultants or subcontractors. Upon Owner's request, Consultant shall provide copies of all Subconsultant contracts to Owner.
- C. None of the Staff or Subconsultants specified in this Agreement shall be replaced without the prior written approval of the Director, or his Assistant Director designee, in each instance. If Consultant's Project Manager or any other designated key staff person or Subconsultant fails to perform to the satisfaction of Owner, upon written notice from the OPM, Consultant shall, within fifteen (15) calendar days, remove that person from the Project and provide a qualified replacement acceptable to Owner, and subject to Owner's prior written approval.

**List of Consultant's Staff**

Mark Persico, Customer Relationship Manager

Mike Morales, Account Manager

**List of Subconsultants:**

No subconsultants will be assigned to perform these services.

**END EXHIBIT B**



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**EXHIBIT C**  
**CONSULTANT'S COMPENSATION**

**1. COMPENSATION SUMMARY**

a.	Consultant's <b>Fixed Fee</b> for the performance of all of the <b>Services</b> described in <u>Exhibit A</u> ("Consultant's Scope of Work") shall be:	
	Base Contract Amount:	\$1,250,000.00
	<b>SUBTOTAL: Base Contract Amount</b>	<b>\$1,250,000.00</b>
b.	<b>Allowance for Reimbursable Expenses pursuant to Part 10.02</b>	<b>\$0</b>
c.	Supplemental Services Allowance for Supplemental Services that may be authorized by the Owner in writing pursuant to a duly executed <b>Change Order</b> issued during the Term in accordance with Part 10.03, above.	<b>\$125,000</b>
d.	<b>MAXIMUM COMPENSATION LIMIT (a+b+c)</b>	<b>\$1,375,000.00</b>

**2. PROGRESS PAYMENTS**

- a. For the **Base Contract Amount**, payments for Services described in Exhibit A, other than Supplemental Services, will be calculated on each Job Order comprised of the County License Fee and Job Order Development Fee described in greater detail in Section 3, below.
- b. For Consultant compensation payable hereunder in terms of an **HOURLY FEE** (i.e., for Supplemental Services performed in accordance with duly executed Change Order(s)), payments will be made monthly and based on the actual hours worked during the billing period charged at the hourly rates set forth in the Consultant's Hourly Rates table set forth below in Section 3 of this Exhibit C. (**Consultant must include substantiating documentation for each payment request hereunder, including a breakdown of the hours worked for each particular task performed as a task-fee breakdown**).
- c. Only invoices identifying personnel listed in Exhibit A or B, above, will be accepted by Owner as valid substantiation for hourly fee payment requests.
- d. Consultant must submit appropriate documentation and information to support each invoice, including a narrative description of Services performed during such billing period, including, but not limited to, all completed deliverables.

**3. Consultant's Compensation Schedule**

- a. **Base Contract Amount Compensation Schedule:**



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**County License Fee**

The County shall pay Consultant a license fee equal to 1.95% of the value of each Job Order performed under a County JOC Contract during the Term ("County License Fee"). [Such County License fee shall be due and payable upon issuance of a Job Order.]

**Job Order Development Fee**

For Job Order Development Services, the County shall pay Consultant a fee equal to 3.05% of the value of each Job Order performed under a County JOC Contract during the Term payable upon issuance of each Job Order.

Consultant participation in meetings supporting the JOC program is included at no additional cost.

**b. Hourly Rates for Supplemental Services:**

The following hourly rates, which include all overhead, administrative costs, and profit, shall apply to any and all Supplemental Services performed by Consultant during the Term in accordance with duly executed Supplemental Service Orders.

Consultant may perform Supplemental Services for the County on an as-needed, hourly basis upon issuance of a Supplemental Services Order. The hourly rates for Supplemental Services set forth below are effective through December 31, 2026, and will thereafter be adjusted annually by the lesser of the CPI for the immediately preceding twelve-month period or 3%.

- Construction Estimating Services – Providing project estimates for JOC using national construction cost data: \$230/hour.
- JOC Project Budget and Planning Services – Assisting with JOC project budgets, pre-construction services, JOC contract procurement, and Job Order performance supervision: \$180/hour.
- Design Support – Collaborating with consultants other than JOC contractors who are a party to a County JOC contract: \$170/hour.
- Additional Services – Other requested Supplemental Services as needed: \$170/hour.

Invoices for all Supplemental Services will be submitted by Consultant to County at the end of each calendar month for Supplemental Services performed during the immediately preceding calendar month during the Term.

**END EXHIBIT C**



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**EXHIBIT D**

**Indemnification and Insurance Requirements  
(For Design Professional Contracts that also Include Non-Design Services)**

**INDEMNIFICATION**

**A. Indemnification pertaining to Design Professional Services:**

CONTRACTOR agrees to fully indemnify and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, suits damages, costs, expenses, judgments and/or liabilities that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR and its employees, subcontractors, or agents in the performance of services under this Agreement. The indemnity includes the cost to defend COUNTY to the extent of the CONTRACTOR'S proportionate percentage of fault. Should one (or more) defendants be unable to pay its share of the defense costs due to bankruptcy or dissolution of the business, CONTRACTOR shall meet and confer with other parties regarding unpaid defense costs and CONTRACTOR shall pay COUNTY'S cost of defense to the fullest extent permitted by law.

**B. Indemnification pertaining to other than Design Professional Services:**

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR'S indemnification obligation applies to COUNTY'S active as well as passive negligence but does not apply to COUNTY'S sole negligence or willful misconduct.

**NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS**

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

**INSURANCE**

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

**A. Minimum Scope of Insurance**

Coverage shall be at least as broad as:

- 1. Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

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**2. Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR'S has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

**3. Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **(Not required if CONTRACTOR provides written verification it has no employees)**

**4. Professional Liability (Errors and Omissions)** Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader coverage for and/or the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

**B. Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

**1. Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10. CG 20 26, Cg 20 33 or CG 20 38; and CG 20 37 if a later revisions used).

**2. Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR'S insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.

**3. Notice of Cancellation** – Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the COUNTY.

**4. Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.

**5. Deductibles and Self-Insured Retention** – Self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the Indemnification and Insurance Requirements (Design Professional Contracts that also Include Non-Design Services) 2022 03 02



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retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or COUNTY.

**6. Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".

**7. Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**8. Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.

**9. Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.

**10. Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:

- i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
- iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

**11. Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt. Indemnification and Insurance Requirements (Design Professional Contracts that also Include Non-Design Services) 2022 03 02

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.



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**EXHIBIT F**

**Federal Clauses**

**1. Additional Federal Clauses Applicable for Federal Funding under this Agreement.**

(2 CFR § 200.326; 2 CFR Part 200, Appendix II, Required Contract Clauses)

**A. REMEDIES FOR NONCOMPLIANCE.**

- i. In the event COUNTY determines, at its sole discretion, that CONTRACTOR is not in compliance with the terms and conditions set forth herein, COUNTY may:
  - a. Require payments as reimbursements rather than advance payments;
  - b. Withhold authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;
  - c. Require additional, more detailed financial reports;
  - d. Require additional project monitoring;
  - e. Requiring CONTRACTOR to obtain technical or management assistance; or
  - f. Establish additional prior approvals.

**2. EQUAL EMPLOYMENT OPPORTUNITY.**

**A.** During the performance of this Agreement, CONTRACTOR agrees as follows:

CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

**B.** CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

**C.** CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

**D.** CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

**E.** CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.



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- F. In the event of CONTRACTOR'S noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
  
- G. CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

**3. CLEAN AIR ACT.**

- A. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
  
- B. CONTRACTOR agrees to report each violation to the California Environmental Protection Agency and understands and agrees that the California Environmental Protection Agency will, in turn, report each violation as required to assure notification to the COUNTY, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
  
- C. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**4. FEDERAL WATER POLLUTION CONTROL ACT.**

- A. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
  
- B. CONTRACTOR agrees to report each violation to the California State Water Resources Control Board and understands and agrees that the California State Water Resources Control Board will, in turn, report each violation as required to assure notification to the COUNTY, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
  
- C. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.



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**5. DEBARMENT AND SUSPENSION.**

**A.** CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

**B.** This certification is a material representation of fact relied upon by COUNTY. If it is later determined that CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the California Governor's Office of Emergency Services and COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

**C.** This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such CONTRACTOR is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

**D.** CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

**E.** The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**6. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED).**

CONTRACTOR shall file the required certification attached as Exhibit \_\_\_\_\_, Certification for Contracts, Grants, Loans, and Cooperative Agreement (Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (As Amended)), which is incorporated herein by this reference. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

**7. PROCUREMENT OF RECOVERED MATERIALS.**

**A.** In the performance of this Agreement, CONTRACTOR shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired.

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.



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**B.** Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

**8. CHANGES.**

**A. Notice.** The primary purpose of this clause is to obtain prompt reporting of COUNTY conduct that CONTRACTOR considers to constitute a change to this contract. Except for changes identified as such in writing and signed by COUNTY, the Contractor shall notify the COUNTY in writing promptly, within five (5) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the CONTRACTOR regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state:

- i. The date, nature, and circumstances of the conduct regarded as a change;
- ii. The name, function, and activity of each Government individual and CONTRACTOR official or employee involved in or knowledgeable about such conduct;
- iii. The identification of any documents and the substance of any oral communication involved in such conduct;
- iv. In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- v. The particular elements of contract performance for which CONTRACTOR may seek an equitable adjustment under this clause, including:
  - a. What line items have been or may be affected by the alleged change;
  - b. What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
  - c. To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
  - d. What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- vi. CONTRACTOR'S estimate of the time by which COUNTY must respond to CONTRACTOR'S notice to minimize cost, delay or disruption of performance.

**B. Continued Performance.** Following submission of the required notice, CONTRACTOR shall diligently continue performance of this Agreement to the maximum extent possible in accordance with its terms and conditions as construed by the CONTRACTOR.

**C. COUNTY Response.** COUNTY shall promptly, within ten (10) calendar days after receipt of notice, respond to the notice in writing. In responding, COUNTY shall either:

- i. Confirm that the conduct of which CONTRACTOR gave notice constitutes a change and when necessary direct the mode of further performance;
- ii. Countermand any communication regarded as a change;
- iii. Deny that the conduct of which CONTRACTOR gave notice constitutes a change and when necessary direct the mode of further performance; or
- iv. In the event the Contractor's notice information is inadequate to make a decision, COUNTY will advise CONTRACTOR what additional information is required, and establish the date by which it should be furnished and the date thereafter by which COUNTY will respond.

**D. Equitable Adjustments.**

- i. If the COUNTY confirms that COUNTY conduct effected a change as alleged by the CONTRACTOR, and the conduct causes an increase or decrease in the CONTRACTOR'S



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cost of, or the time required for, performance of any part of the work under this Agreement, whether changed or not changed by such conduct, an equitable adjustment shall be made:

- a. In the contract price or delivery schedule or both; and
- b. In such other provisions of the Agreement as may be affected.

ii. The Agreement shall be modified in writing accordingly. The equitable adjustment shall not include increased costs or time extensions for delay resulting from CONTRACTOR's failure to provide notice or to continue performance as provided herein.

**9. ACCESS TO RECORDS.** The following access to records requirements applies to this Agreement:

- A. CONTRACTOR agrees to provide COUNTY, the California Governor's Office of Emergency Services, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.

**10. USE OF U.S. DEPARTMENT OF HOMELAND SECURITY (DHS) LOGO.**

CONTRACTOR shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

**11. COMPLIANCE WITH FEDERAL LAWS, REGULATIONS, AND EXECUTIVE ORDERS.**

This is an acknowledgement that FEMA financial assistance will be used to fund this Agreement. CONTRACTOR will only use FEMA funds as authorized herein. CONTRACTOR will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**12. NO OBLIGATION BY FEDERAL GOVERNMENT.**

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, CONTRACTOR, or any other party pertaining to any matter resulting from the Agreement.

**13. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.**

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this Agreement.

**14. MANDATORY DISCLOSURE**

CONTRACTOR must disclose, in a timely manner, in writing to the COUNTY all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award. CONTRACTOR is required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM) located at [www.sam.gov](http://www.sam.gov). Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.338 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180 and 31 U.S.C. 3321.)



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**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,  
AND COOPERATIVE AGREEMENTS**

(Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (As Amended))

The undersigned CONTRACTOR certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, CONTRACTOR understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

**END EXHIBIT F**



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**EXHIBIT E**  
**NOTICES**

1. All notices are deemed to have been given when made in writing and delivered or mailed to the representatives of Owner and Consultant at their respective addresses as follows:

a. **Owner:**

County of Santa Barbara  
Capital Division  
1105 Santa Barbara St. (Historic Courthouse, 2<sup>nd</sup> Floor)  
Santa Barbara, CA 93101

Attention: John Green, Capital Division Chief, General Services Department  
(805) 568-934-6229/ jlgreen@countyofsb.org

b. **Consultant:**

The Group Gordian, Inc., a Georgia corporation registered to do business in California as  
The Mellon Group  
30 Patewood Drive, Building 2, #350  
Greenville, SC 29615

Attention: Maria Martinez, Regional Director, PacSouth  
m.martinez@gordian.com 831.760.0770

**END EXHIBIT E**



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**EXHIBIT G**  
**JOC SYSTEM LICENSE**

Consultant hereby grants to County, and County hereby accepts from Consultant for the term of this Agreement, a non-exclusive right, privilege and license to Consultant's Job Order Contracting System and other related proprietary materials (collectively referred to as "Consultant 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 the JOC Information Management System (as defined below) , and Consultant-prepared training materials.

Notwithstanding the foregoing, "Consultant Proprietary Information" does not and shall not include any of the following:

1. The Construction Task Catalog (also commonly referred to as a unit price book);
2. Job Orders;
3. Any reports or outputs from Consultant's Job Order Contracting System or JOC Information Management System relating to or arising out of the County's JOC Program;
4. Any information input into the JOC Information Management System by or on behalf of the County;
5. Any information input into the JOC Information Management System by or on behalf of any JOC contractor in connection with a contract between such JOC contractor and the County;
6. Any information comprising any part of any contract document between the County and Consultant;
7. Any information comprising any part of any contract document between the County and any third party including, but not limited to, contractor(s) in contractual privity with the County;
8. Any information which is: (a) now or hereafter, through no unauthorized act or failure to act on the County's part, in the public domain; (b) was in the County's possession before receipt from the Consultant and obtained from a source other than the Consultant and other than through the prior relationship of the Consultant and the County; (c) hereafter furnished to the County by a third party as a matter of right and without restriction on disclosure; (d) furnished to others by the Consultant without restriction on disclosure; or (e) independently developed by the County without use of the Consultant Proprietary Information.

Nothing in this Agreement shall prevent the County from disclosing, and the County shall have no liability in connection with disclosing, as a public record any Consultant Proprietary Information to the extent the County reasonably believes that the County is legally obligated to do so under the California Public Records Act, or by any governmental, investigative or judicial agency pursuant to proceedings over which such agency has jurisdiction.

Upon the termination or expiration of this Agreement as provided herein, this JOC System License shall terminate and, upon the written request of Consultant that includes a list of all documents and materials provided by Consultant to County hereunder that Consultant then contends constitutes Consultant Proprietary Information, County shall return to Consultant all specified Consultant Proprietary Information in County's possession.

County acknowledges that disclosure of Consultant Proprietary Information during and after the Term of this Agreement and shall at all times maintain complete confidentiality with regard to the Consultant 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, Consultant shall, within five (5) business days, provide to County all data provided or generated by, on behalf of, or for County hereunder in a form accessible by County via Microsoft® Access®.

Consultant agrees to grant a license to each contractor that is awarded a JOC contract by County, provided the JOC contractor agrees to pay Consultant's contractor license fee in the amount of 1% of



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each job order placed into construction and provided the Contractor agrees to abide by the terms and conditions of the JOC System License Agreement in the form attached hereto as Exhibit H. No other third-parties may access the Consultant Proprietary Information without Consultant's Consent.

**END EXHIBIT G**

**ATTACHMENT 1**

**Requests for Qualifications and Proposals ("RFQ/P") for Job Order Contract (JOC) Program  
Administrator Service Provider/ Project 25000 Dated July 8 2025**



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**Capital Division**

General Services- Request for Qualifications and Proposals for Job Order Contract Program  
Administration Service Provider

**COUNTY OF SANTA BARBARA**  
**GENERAL SERVICES DEPARTMENT**  
**CAPITAL PROJECTS DIVISION**



**Request for Qualifications and Proposal**

**for**

**Job Order Contract (JOC) Program Administration Service Provider**

**COUNTY PROJECT NO. 25000**

**MANDATORY MEETING:**

**14, JULY 2025  
10:30am**

**RFQP DUE DATE:**

**30, JULY 2025  
3:00 P.M.**



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General Services- Request for Qualifications and Proposals for Job Order Contract Program  
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General Services- Request for Qualifications and Proposals for Job Order Contract Program  
Administration Service Provider

1.0 INTRODUCTION

The County of Santa Barbara (“County”) General Services Department is soliciting Statements of Qualifications (“SOQ”s) and proposals (“Proposals”) from qualified entities (“Service Providers” or “Proposers”) to provide professional services for the development, implementation, and ongoing support of a Job Order Contracting (“JOC”) Program.

The JOC Program will utilize competitively bid, indefinite quantity contracts in which contractors apply a coefficient to a preset unit price catalog. This delivery method is designed to expedite the execution of small, multi-trade construction, repair, and renovation projects. The County's JOC program will follow the guidelines of the California Public Contract Code Section 20128.5.

The selected Service Provider (“Contractor”) will enter into a contract with the County (“Contract”) to support the County in administering the JOC Program through a professional services contract with an initial term of three (3) years, with the option to extend for up to two (2) additional one-year periods—totaling a maximum potential term of five (5) years.

This Request for Qualifications and Proposals (“RFQ/P”) aims to identify the most qualified entity capable of meeting the County’s objectives. The County urges all interested parties to carefully review this RFQ/P/P and submit a comprehensive SOQ and a Proposal that addresses the requirements set forth herein. Submittals will be evaluated by a Selection Committee, and finalists may be invited to participate in an interview process, at the County’s discretion.

The County’s General Services Department will serve as an active partner in the design and implementation of all JOC projects, providing oversight and project-related information critical to the success of the program. The County intends to award one (1) contract for the JOC program administration services described in this RFQ/P.

2.0 BACKGROUND

The County has utilized a JOC program as a method of project delivery since 2015. JOC is just one of several methods used to manage projects through the General Services Department and has proved to be an efficient and successful approach to the implementation of the Capital Improvement Program (“CIP”) projects and other projects that emerge through the system in any given year. For a significant sector of County GS projects, the JOC process has become an efficient alternative to the traditional design-bid-build award contracts. Many of the County’s JOC projects are developed due to limitations of staff availability and the need for project schedule efficiencies. Utilizing the JOC approach has allowed the County to provide a framework of project management for many of the smaller GS projects through the JOC service provider, while allowing staff to develop and manage projects of more complexity.

The County maintains a five-year CIP program that consists of multiple projects across a wide spectrum of potential scopes, schedules and budgets. The range of project complexity for JOC considered projects is varied and requires a provider to be fluent in the craft of project planning, scope definition and estimating, scheduling, and implementation. Projects are located within County-owned or controlled sites and can involve multiple department stakeholders. Also, many projects require skilled labor in multiple project disciplines that range from carpentry, electrical contracting, HVAC contracting, concrete and asphalt pavement contracting. The JOC service provider providing professional service to the County is expected to coordinate these services with their approved network of contractors.



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 Administration Service Provider

3.0 GOAL

The overall goal of this RFQ/P is to provide the County with Job Order Contract Implementation Services, including program development, procurement support, staff and contractor technical support. The Contractor will be required to develop and administer multiple customized Job Order Contracts.

The JOC program is intended to strengthen the General Services Department’s contracting capabilities by streamlining the delivery of maintenance and repair projects across County-owned and maintained facilities. The primary objective is to expedite the contractor selection process and the execution of qualified construction and construction-related services. The selected Contractor will be responsible for providing all necessary labor, expertise, tools, and materials typically associated with the professional development, implementation, and support of a JOC program.

4.0 SCOPE OF WORK

The following tasks provide general guidance to Service Providers as to the anticipated scope of work, which the County reserves the right to modify or delete. At a minimum, the following services must be included in each Proposal.

**Transition Plan:** If necessary, the Contractor will be responsible for the development and implementation of a transition plan, subject to the County’s approval, to transition JOC program administration functionality from the current Gordian JOC Information Management System to the Contractor’s Information Management System (discussed in greater detail below). The County will not compensate Proposers of the Contractor for development and implementation of a transition plan.

**Program Development, Implementation and Support:** The Contractor will be responsible for the development, implementation and ongoing support of the County-customized JOC program. This will include conducting pre-bid seminars for the JOC contractors and assisting with the procurement of the JOC contracts.

**Contract Documents:** The Contractor will be responsible for preparing the JOC documents that will be used by the County to procure JOC contracts, including the following:

- **Construction Unit Price**
- **Catalog:** The Contractor must provide a construction unit price catalog containing no less than 150,000 individual construction tasks along with associated unit prices (“Unit Price Catalog”). Each price must be based on prevailing equipment, material and labor prices within the California Central Coast geographical region. The use of generic factors to localize prices is not acceptable. A price for demolition shall be provided for each task, if applicable. The Contractor shall be responsible for maintaining and updating semi-annually the Unit Price Catalog, including labor composition, regional rates, and local productivity factors. The Contractor shall also maintain a comprehensive database containing each individual task and its corresponding unit price. Contractor shall publish one master or reference copy of the Unit Price Catalog which shall conform to standard Construction Specification Institute (CSI) Master format convention.
- **Technical Specifications:** The Contractor must prepare a set of Technical Specifications that corresponds with the task in the Unit Price Catalog. Where available, County standards specifications will be incorporated into the Technical Specifications. The technical specifications produced under the Agreement must conform to standard CSI Master format convention.
- **Contractual Terms and Conditions and Bid Forms:** The Contractor must prepare, with input from, and subject to approval of, County staff, a form of JOC contract (“JOC Contract Form”) and procurement documents which include the JOC Contract Form.



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**Information Management System ("IMS"):** The Contractor shall provide the County with a comprehensive internet-based JOC information management system ("IMS"). This IMS shall be compatible with the most current Windows operating system, as directed by the County. The IMS shall be capable of providing full project tracking, developing cost proposals, preparing independent County estimates, generating all project documentation, contracts, and Job Orders, providing project scheduling and status, budgeting and cost control, tracking Minority/Women-owned Business Enterprise participation, grant-funded and reimbursed projects (CDBG, etc.) and generating customized reports. The IMS should be capable of incorporating current County forms and documentation, including, but not limited to, County forms of Job Orders and Supplemental Job Orders. The following additional requirements apply:

- The County shall not be restricted as to the number of IMS software installations.
- IMS software shall be network-ready for PC local area network. More than one County employee shall be allowed to log on and update the system or database and use the IMS simultaneously.
- For emergency and prevention of data loss, the IMS software shall provide back-up 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.
- All data entered into and generated by the IMS ("County Data") shall be owned by the County and shall not be restricted in its usage by the County .
- The County must at all times have data portability capabilities with respect to the County Data, at no additional cost to County, or at objective prices specified in the Proposal and the Contract.

**Procurement Support:** The Contractor will be responsible for providing the County with procurement support to market the JOC program to potential JOC contractors. The Contractor will be required to organize and conduct pre-bid meetings with prospective bidders as well as make presentations on behalf of the County with various business and contracting organizations. The Contractor staff assigned to perform procurement support must have extensive JOC procurement experience.

**Job Order Development:** The Contractor shall assist the County with developing Job Orders from project identification to issuance. The Contractor must lead Contractor team members who will work closely with County staff to analyze costs and ensure the County is paying for the correct tasks and proper quantity by reviewing JOC contractor proposals and providing necessary feedback. The contractor must make available qualified project managers to develop Job Orders as specified by the County. Job Order development includes, but is not limited to:

- **Project Identification:** When a project is identified, the Contractor's representative shall 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, Contractor shall assist the County in identifying the appropriate JOC contractor for the project based on the type or work involved and the location of the project.
- **Joint Scope Meeting:** Contractor shall quickly schedule a Joint Scope Meeting at the project site to assist the County and JOC contractor and agree on the details and scope 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 a more cost-effective collaborative solution.
- **Develop a Detailed Scope of Work:** The Contractor shall assist in preparing a Detailed Scope of Work for each Job Order in CSI format that describes the work the JOC contractor will perform. The Contractor shall also assist with resolving issues when project plans and actual field conditions vary.
- **Bidding Assistance:** The Contractor will provide the County with bidding services, including bid addendums, RFI's and administration during JOC contract procurement.



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- **Request for Price Proposal:** After all parties are in agreement regarding the scope of work for a Job Order, the Contractor will send to the JOC contractor the Job Order scope of work and a request for Job Order price proposal .
- **Prepare the Price Proposal:** The JOC contractor will prepare and submit a price proposal for each proposed Job Order (“Job Order Price Proposal”) by selecting the appropriate tasks from the Unit Price Catalog. The Contractor’s IMS shall automatically calculate the total cost for each line item by multiplying the unit price of each task by the required quantities and the JOC contractor’s competitively bid Adjustment Factor. The JOC contractor will also prepare additional County-required information in accordance with the applicable JOC Contract (e.g., construction schedule, list of proposed local subcontractors, etc.).
- **Real Time Pricing:** The Contractor shall utilize its own resources to propose a unit price for each line item in a proposed Job Order scope of work that is not in the Unit Price Catalog, but which is needed for a in order for the completion of a Job Order Price Proposal. Contractor must provide evidence substantiating each such Contractor-proposed unit price, which shall be subject to the County’s prior approval in each instance. The Contractor-proposed unit prices and line items must be easily incorporated into existing JOC contracts and IMS.
- **Price Proposal Review:** The Contractor shall review the each Job Order Price Proposal to ensure the JOC contractor has selected the required tasks and quantities to successfully fulfill the required Job Order scope of work. The Contractor will coordinate with the JOC contractor to make any and all required revisions to each Job Order Price Proposal. The Contractor shall also obtain and review all County required information submitted by the JOC contractor, such as construction schedules and list of proposed subcontractors. The Contractor shall submit each Job Order Price Proposal and related documents to the County.
- **Issue Job Order:** Once the County has reviewed and approved the proposed Job Order scope of work, Job Order Price Proposal, and budget availability, and decides to move forward with the proposed Job Order, the County will issue a Job Order to the JOC contractor.

**Construction Estimating Services:** The Contractor will provide professional construction estimating services to the County on an as-needed basis on JOC and non-JOC projects, consisting of building rough order of magnitude (“ROM”) estimates, using national construction cost data, from stated scopes and/or construction drawings.

**Construction Administration:** The Contractor shall provide qualified team members to assist the County with construction administrator tasks on an as-needed basis. The service provider’s construction management staff may be asked to attend pre-construction meetings with the County representatives and JOC contractors, perform site visits and create reports, assist in processing Supplemental Job Orders, and collect required close-out documentation from contractors. Construction administration services may also include, but are not limited to the following:

- **Preconstruction:** Service provider’s construction administrator shall attend a pre-construction meeting with County representatives, the JOC contractor and, if applicable, the architect or engineer. The construction administrator shall coordinate and share any preconstruction information with the County, the JOC contractor and other appropriate parties, and shall assist in the coordination of the JOC contractor obtaining necessary permits.
- **Site Monitoring, Project Reporting, and Coordination:** During construction, the service provider’s construction manager shall 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. The service provider’s construction manager shall provide daily, weekly or other periodic construction status reports to the County as required for the project, conduct project progress meetings with all JOC contractors and staff on a periodic basis, and coordinate any required technical and code inspections.



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- **Supplemental Job Orders:** In the event that there are unforeseen conditions or the County requests revisions to a Job Order scope of work after the work has begun, the Contractor’s construction manager shall analyze and process a Supplemental Job Order by utilizing the procedures used to develop the initial Job Order.
- **Payment and Performance Review:** The service provider’s construction manager shall review and approve, or direct necessary revisions to, the JOC contractor’s applications for payment and obtain the County’s approval of the work performed by the JOC contractor under the applicable Job Order. 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:** The service provider’s construction manager shall enter all Job Order related information into the IMS and collect all as-builts, warranties, and other close-out documents from the JOC contractor to deliver to the County for review, approval, and ownership.

**Project Budgeting and Planning Services:** The service provider shall assist the County with project budgeting and planning services, developing all project costs, including JOC pre-construction services, bidding services, and construction supervision, as required.

**Training Program:** The service provider will be responsible for developing and conducting a training program for the County and JOC contractor staff to ensure that the JOC program functions properly and in accordance with all applicable laws, regulations, and official County policies. The training program must include specialized training courses that will involve all parties utilizing and administering the JOC program. The training program must include extensive training on the use of the JOC IMS. All training must be “hands on” with functional use and individual performance as the objective. Actual County projects must be included in the training program.

**Technical Support:** The service provider will be responsible for providing extensive-on-going technical support to the County. Examples include assisting the County with program execution, analysis of task order proposals, troubleshooting and continuous system monitoring. “Ongoing” technical support includes providing the updated contract documents, assisting with the procurement of additional JOC contractors, providing access to all updates and revisions to the IMS, and providing training for new JOC contractors and County staff. Providing ongoing technical support is considered a vital component to ensuring a successful JOC program.

5.0 OTHER PROGRAM CONSULTANTS

The County maintains a wide variety of project types and sizes within the CIP portfolio and beyond. Projects come through the General Services Department in many ways and often develop outside of the typical CIP-type program. Throughout the Term of the Contract, the County will engage with design consultants (architectural, civil, structural, landscape design, security design, etc.), environmental consultants (for both CEQA and non-CEQA work), and third-party cost estimators to create design-level plans that can be used for project scope development and cost estimating. To the greatest extent possible, the County prefers to engage in some level of design development prior to submitting a project to the JOC process. The Contractor will be expected to provide, under the Contract, design support and collaboration to outside consultants not directly under the JOC program. *There is no expectation that the Contractor provide design-related services, and design services must be competitively procured by the County for each project.*

It is a fundamental requirement of the JOC service provider and all JOC contractors to review and provide comment and RFI’s on designs provided for their use in scoping and ultimately implementing a project



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under this program. This could include the Contractor working in the field with the design professional to create, amend, and clarify plans and specifications that will allow the appropriate scope and cost development.

6.0 FEES AND TENTATIVE CONSTRUCTION BUDGET OUTLINE

The Contractor will be required to submit invoices to the County on a monthly basis, in accordance with the Contract.

Travel time shall be included and shall not be billed separately. There shall be no reimbursable expenses under the Contract unless approved in writing, in advance, by County in each instance.

Section 11 below, outlines the Proposal requirements. Each Cost Proposals must be submitted in a separate sealed envelope clearly marked with the name of the Proposer, the title of this RFQ/P number, and identified as "Sealed Cost Proposal." Each Cost Proposal shall breakdown the program consistent with the scope of work presented and should include all costs associated with the project. All costs shall be not-to-exceed amounts.

JOC Program Budget: The tentative yearly budget for the program is in the \$1.0M+ range (including all soft costs). The cost estimating performed in this project will clarify overall project costs.

7.0 ANTICIPATED CONSULTANT SELECTION SCHEDULE

The following represents the tentative schedule for this RFQ/P. All dates are subject to change.

RFQ/P Issuance	7/08/25
Mandatory Pre-Proposal Conference via Teams	7/14/25
Deadline for Final Questions	7/18/25
Answers Posted By County	7/23/25
Proposal Submission Deadline	7/30/25
Proposal Evaluations and (possible) Interview Sessions	8/05/25 and/or 8/08/25
Contract Award by Board of Supervisors	9/16/25
Notice to Proceed to Contractor	9/16/25



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**8.0 MANDATORY PRE-PROPOSAL CONFERENCE / VENDOR  
REGISTRATION**

A mandatory pre-proposal conference has been scheduled for July 14, 2025 at 3:00 p.m. and will be conducted remotely via Teams. To receive an invitation for this pre-proposal conference, please email the contact below no later 5:00pm on July 11th:

Daniel Contreras  
Division Manager, General Services Department  
County of Santa Barbara  
dcontreras@countyofsb.org

Interested firms will have the opportunity to ask questions regarding the requirements outlined in this RFQ/P. To make the meeting more effective for all participants, attendees should read this document thoroughly prior to the meeting. The County will prepare minutes of the meeting and provide answers to all inquiries in writing, which will be distributed to all attending parties (and posted on Public Purchase)

Each Proposer must register on Public Purchase in order to submit a Proposal.

**9.0 PROPOSAL QUESTIONS**

This RFQ/P establishes the scope of work for the professional services needed and provides prospective Proposers with sufficient information to enable them to provide an acceptable response to this RFQ/P.

All questions shall be submitted in writing via the Public Purchase website and must be received no later than 3:00 p.m. on July 18, 2025. For questions and inquiries regarding this RFQ/P submitted via Public Purchase, please reference "QUESTION – RFQ/P #25000-RFQ/P..." in the subject line.

Answers will be provided as a general RFI response, which may also result in an addendum to this RFQ/P and will be posted on Public Purchase. It is the responsibility of each Proposer to inquire as to the existence and content of addenda and to acknowledge each as part of their Proposal.

Do not contact County departments or County staff directly. Information obtained through sources other than Public Purchase may be invalid, and Proposals which are submitted in accordance with such information may be declared non-responsive.



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In the event that it becomes necessary to revise any part of this RFQ/P, written addenda will be issued. Any amendment to this RFQ/P is valid only if in writing and issued by the County’s Capital Projects Division and published via Public Purchase. Verbal conversations or agreements with any officer, agent, or employee of the County that purport to modify any terms or obligations of this RFQ/P are invalid.

All addenda for this RFQ/P will be distributed via Public Purchase.

It is each Proposer's sole responsibility to monitor Public Purchase for possible addenda to this RFQ/P. Failure of a Proposer to retrieve addenda shall not relieve such Proposer from the obligation to comply with the requirements contained therein. Additionally, failure of a Proposer to return a signed addendum, when required, may be cause for rejection of such Proposer’s Proposal.

**All addenda issued for this RFQ/P must be acknowledged on the Proposer’s cover letter as part of the Proposer’s Proposal.**

10.0 INSTRUCTIONS FOR PROPOSERS

Each Proposal must include all of the information described in this Section 10. Failure to include all of the elements specified may be cause for rejection. Additional information may be provided, but should be succinct and relevant to the goals of this RFQ/P. Excessive information will not be considered favorably.

**General:** The instructions below provide guidance for the preparation and submission of Proposals. Their purpose is to establish the requirements, format, and content of Proposals, so that Proposals are complete, contain all essential information, and can be evaluated fairly.

**Submission and Content of Proposals:** All Proposals must be submitted via Public Purchase and received by the proposal submission deadline as identified in Section 5, above.

Proposals shall be formatted so they can be printed in 8 ½” x 11” format; provided, however, that drawings may be formatted for 11” x 17” sizing. All documentation shall be in eleven (11) or twelve (12)-point font.

All Proposals will be valid for one hundred eighty (180) days.

Each Proposal shall contain the following information, in the order presented below. Proposals shall be divided into sections and should not exceed (30) thirty pages, including Transmittal/Cover Letter

1. **Transmittal/Cover Letter** (two pages, if necessary) with the following information:
  - Title of this RFQ/P
  - Name (as registered with the California Secretary of State to do business in California) and Mailing Address of Proposer (include physical location if mailing address is a P.O. Box)
  - Year the Proposer was established
  - Type of organization of Proposer (partnership, corporation, limited liability company etc.)
  - Proposer’s organizational structure, its constituent parts and size variation of staff in the past five (5) years
  - Name of contact person including title, address, email and telephone. This individual should be available by telephone or email to provide the location of the Proposer’s office that will be responsible for this project.



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- **Addenda Acknowledgement**
2. **Signatory Requirements (one page):** In order to be considered by the County, the Cover Letter must be signed by duly authorized representative(s) of the Proposer empowered to such Proposer . Further, the signing and submission of a Proposal shall indicate the agreement of such Proposer to adhere to the provisions of this RFQ/P and a commitment to enter into a binding Contract as follows:
    - If the Proposer is a partnership, the submittal shall be signed in the firm name by a partner or the Attorney-In-Fact. If signed by the Attorney-In-Fact, there shall be attached to the proposal a Power-Of-Authority evidencing authority to sign proposals, dated the same date as the proposal and executed by all partners of the firm.
    - If the Proposer is a corporation, the submittal shall be in the full legal name of the corporation, as registered with the California Secretary of State to do business in California, by BOTH of the following officers of the corporation, with the full legal name and title of the office held by the person signing on behalf of the corporation:
      - (a) the chairperson of the board, the president, or any vice president, and
      - (b) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer of such corporation.
    - If the Proposer is an individual doing business under a fictitious business name on file with the County of Santa Barbara, the submittal shall be signed in the name of the legal name of the individual.
    - If the Proposer is a Limited Liability Company, the proposal shall be signed in the full legal name of the Limited Liability Company, as registered with the California Secretary of State to do business in California, by the Limited Liability Company’s manager(s), if manager-managed, or a majority of its members, if member-managed.
  3. **Qualifications (five pages):** A synopsis of each proposed team member's qualifications and experience with public or government JOC Programs of similar type and size as described in this RFQ/P, including length of service with the Proposer and resume. Include an organization chart of the proposed staff to be assigned to this project. For all sub-consultants (if any) to be used, provide entity name, area of expertise, the names of individual staff assigned to this project and their role on the team.
  4. **Experience of Proposer (three pages):** A narrative of the Proposer’s qualifying background and experience with public or government JOC Programs of similar type and size as described in this RFQ/P. Individual program descriptions, including program scope, project types, sizes, breadth of JOC contractors involved, number of internal agencies utilizing the program are encouraged.
  5. **Understanding of and Approach to the Job Order Contract Program (five pages):** Provide a detailed description of your approach for providing services to administer and support the County’s JOC program. This should include, but not be limited to, the following:
    - Describe the roles of key personnel who will be assigned to provide services under the Contract.
    - How will the Contractor conduct specific major tasks and prepare anticipated deliverables, including the following:
      - a. Preparation of JOC contract documents



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- b. Advertise and award
  - c. Tracking of JOC Job Orders
  - d. Coordination of Notices to Proceed (NTP)
  - e. Job Order Close-Out
  - Assignment of work within the Proposer’s project team, management of project team, and how the team will coordinate with the County.
  - Ability to provide additional team members if requested to do so by the County.
  - Processes/measures for controlling cost and schedule, tracking delivery/performance, and maximizing Quality Assurance/Quality Control (QA/QC).
6. **Statement of Availability (one page):** Provide a narrative of Proposer staffing size, current Proposer workload, and with consideration of the Proposer’s current projects, confirm the Proposer’s ability to perform the Services as described herein.
7. **References for Past Performance (three pages):** Provide a list of past performance and service for a minimum of three (3) similar public entities for which your firm is currently providing JOC program administration services. Include the name of the similar entity, contact person, title, address, telephone number, email address as well as the contact person’s role in the program and which of the Proposer’s staff participated and their roles. For each reference listed, submit a brief summary of the scope of the services provided.
8. **Deliverables (one page):** Describe Proposer’s ability to provide deliverables in the required formats:
- a. CADD drawings in AutoCAD (version).
  - b. Word documents in Microsoft Word.
  - c. Spreadsheets in Microsoft Excel.
  - d. Schedules in Microsoft Project.
  - e. Databases as necessary for compiling, storing and accessing the Project records in a commonly available format.
  - f. Bluebeam and BIM
9. **Cost Proposal (cost proposal not counted to page count limit):** Provide a total cost proposal (including an aggregate maximum not-to-exceed amount) for all Services to be delivered, including a breakdown of costs itemized for each task as defined in the Scope of Work. This Cost Proposal shall encompass the complete proposed program costs for meetings and project expenses for reproduction, postage, mileage, travel time and all related miscellaneous expenses. Also provide an hourly rate schedule for all assigned team members, including hourly rates for participation in public meetings.
- The Cost Proposal shall be submitted as separate attachment, clearly marked with the name of Proposer, and the name of this Project, and identified as "Sealed Cost Proposal". The Cost Proposals shall be submitted via Public Purchase and must be received by the County before the Proposal submission deadline.
10. **Required Statements (one page per statement):** Include statements of assurance regarding the following requirements:
- Non-substitution for the designated members of the proposed staff members and sub-consultants without prior approval by the County.



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- Non-conflict of interest.
- Non-collusion affidavit.
- Statement listing of litigation and/or claims related to past projects for the past ten(10) years.
- Ability to fulfill the indemnification and insurance requirements contained in the Form of Agreement. Please note that actual certificates of insurance are not required as part of your submittal.
- Insurance certificates (as required in the attached Form of Agreement).
- Proof of DIR Registration and County Vendor Registration.

**Retention of Proposal:** All Proposals will become the property of the County. Proposals will not be returned to the Proposer.

11.0 SELECTON PROCESS TIMELINE

Publish RFQ/P	July 8, 2025
Mandatory Pre-Proposal Meeting	July 14, 2025
Last date to submit questions in writing	July 18, 2025
Deadline for Proposal submission (3:00 P.M., PST)	July 30, 2025

*Dates listed above are subject to change.*

12.0 EVALUATION PROCESS

Proposals will be evaluated by a selection committee and the Proposer(s) submitting the most highly rated Proposal(s) may be invited for interviews. The following evaluation criteria and rating schedule will be used to determine the Proposer who provides the best value. The County may consider other criteria it deems relevant.

	Evaluation Criteria	Maximum Possible Points
A.	Completeness of Proposal, including Statement of Qualifications (SOQs) a- Proposal should describe comprehensive Services and should respond to each of the items set forth in this RFQ/P.	15
B.	Personnel Experience and Qualification- Evaluation of the list of personnel specifically assigned to perform the proposed JOC Program administration Services, including their qualifications, overall experience, and recent experience on projects of similar nature and complexity to the proposed project.	15
C.	Depth and Quality of Proposer's Performance- Qualifying background and relevant experience of Proposer with respect to administering JOC programs of similar nature and complexity;	25



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	evaluation of client references (whether included in the proposal or not); overall responsiveness to County’s solicitation.	
D.	Approach to Providing Services- Evaluation of Proposer’s strategy towards management of the JOC Program.	35
E.	Availability- Evaluation of the workload of Proposer and the staffing to be assigned to perform the Services.	10
	<b>TOTAL POSSIBLE POINTS</b>	<b>100</b>

13.0 SELECTION PROCEDURE

County staff will open Proposals following the submittal deadline. The only information that will be made available to the public at that time will be the names of the Proposers submitting Proposals. The contents of all Proposals, or any other medium which discloses any aspect of the Proposal, shall be held in strict confidence until the County releases a Notice of Intent to Award. Proposals will be reviewed for responsiveness. A selection committee will then evaluate proposals in accordance with the above criteria. The firm(s) submitting the highest rated proposals may be invited for an interview. Interviews will be conducted solely at County's option. County reserves the right to select the most qualified firm solely on the content of the proposal. If County chooses to conduct interviews, the firm's proposed Project Manager shall represent the firm at the interview. After evaluation of the interviews, the Committee will recommend the firm with the highest overall value, based on evaluation score and interview, for approval by the Board of Supervisors.

The County expects to enter into contract negotiations with the top ranked Proposer, during which time the County and proposer will resolve any necessary issues that need to be addressed prior to entering into the Contract in the form of the Form of Agreement (see Attachment A). Upon successful completion of such negotiations and discussions, the County and the selected Proposer shall enter into the Contract. If, in the sole judgment of the County, such negotiations are not successful, the County reserves the right to enter into negotiations with other Proposers, proceeding in the order of their initial ranking.

County reserves the right to make an award without further discussion of the Proposal with the Proposer. Therefore, each Proposal should be submitted initially on the most favorable terms that the Proposer may propose.

County reserves the right to award a Contract to the Proposer who, in the sole judgment of County, presents the most favorable response to this RFQ/P pursuant to the evaluation criteria indicated above.

County reserves the right to reject any or all Proposals, to waive minor irregularities in Proposals, or to negotiate minor deviations from the Form of Agreement with the selected Proposer. County shall be the sole judge of the materiality of any such defect or irregularity.

In the case of differences between written words and figures in a Proposal, the amount stated in written words shall govern. In the case of a difference in unit price versus the extended figure, the unit price shall govern.

**Failure to comply with any of the requirements contained herein may result in disqualification. It is the responsibility of each Proposer to read ALL sections of this RFQ/P prior to submitting a Proposal.**



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14.0 ASSURANCE OF DESIGNATED PROJECT TEAM

The Proposer shall assure that the designated staff indicated in its Proposal, including sub-consultants (if any), perform the Services under the Contract. Departure or reassignment of, or substitution for, any member of the proposed program team or sub-consultant(s) shall not be made without the prior written approval of County in each instance.

15.0 GENERAL TERMS AND CONDITIONS

**Protests and Appeals:** Any protest must be submitted in writing to the Division Manager within seven (7) calendar days after such aggrieved person or company knows, or should have known, of the facts giving rise thereto.

**Standard Contract:** Upon completion of the evaluation and recommendation for award, the selected Proposer will be required to execute a Contract in the form of the Form of Agreement. Proposers are advised to carefully review the attached Form of Agreement. Any proposed or requested alterations to the Form of Agreement must be indicated in redline edits to the Form of Agreement and included in your Proposal in order to be considered by the County, and may affect the evaluation of your Proposal and the relative value to the County of entering into a Contract with you.

**Independent Contractor:** At all times the Contractor shall represent Contractor to be an independent contractor offering such services to the general public and shall not represent Contractor, or any of its employees, to be an employee of County. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold County its officers, agents, and employees, harmless from and against, any and all loss, cost (including attorney fees), and damage of any kind related to such matters.

**Non-Appropriation:** County may terminate any resulting Contract at the end of any fiscal year, June 30th, without further liability other than payment of debt incurred during such fiscal year, should funds not be appropriated by its governing body to continue services for which the contract was intended.

**Non-Collusion:** Each Proposer shall represent and warrant that their Proposal is an offer is made without any previous understanding, agreement or connection with any Proposer submitting a separate proposal for the same project, and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action. This condition shall not apply to Proposals which are submitted by Proposers who have partnered with others to submit a cooperative Proposal that clearly identifies a primary Proposer (to enter in the Contract with the County as "Contractor") and the associated Proposer (to enter into a contract with Proposer as a subcontractor with respect to performance of certain Services as specified in such Proposal).

**Indemnification and Insurance Requirements:** County's standard indemnification and insurance requirements are provided as Exhibit C attached to the Form of Agreement.

16.0 REJECTION OF PROPOSALS

Prospective Proposers interested in being considered must submit a Proposal in compliance with this RFQ/P. Failure to comply with any of the requirements contained herein may result in disqualification. It is the responsibility of each Proposer to read ALL sections of this RFQ/P prior to submitting a Proposal.



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The County may reject a Proposal if it is conditional, incomplete, contains irregularities, or reflects inordinately high costs. County may waive immaterial and/or minor deviations and/or irregularities in a Proposal. County shall be the sole judge of the materiality of any such defect, deviation, and/or irregularity. Waiver of an immaterial/minor deviation shall in no way modify this RFQ/P or excuse the Proposer from full compliance with the Contract if the prospective Proposer is awarded the Contract.

17.0 VALID OFFER

Proposals shall remain valid for consideration by the County for one hundred eighty (180) days from the Proposal submission deadline indicated above. The County reserves the right to negotiate with the successful Proposer any additional terms or conditions not contained in their Proposal which are in the best interest of the County, or to otherwise revise the scope of this RFQ/P.

This RFQ/P does not constitute a contract or an offer of employment. The cost of preparation of Proposals shall be solely the obligation of the Proposer. All Proposals, whether accepted or rejected, shall become the property of the County and will not be returned. Unnecessarily elaborate responses are not desired, and may be construed as an indication of Proposer's lack of cost consciousness.

18.0 COUNTY'S RIGHTS

The County reserves the right to:

1. Request clarification of any submitted information.
2. Waive any irregularity or immaterial deviation in any Proposal.
3. Not enter into any Contract.
4. Not select any Proposer.
5. Cancel this process at any time.
6. Amend this process at any time.
7. To award more than one Contract if it is in the best interest of the County.
8. Interview Proposers prior to award.
9. To request additional information during interview(s).

19.0 CONTRACT AWARD

The General Services Department intends to recommend that the County Board of Supervisors enter into a Contract with the Proposer whose Proposal best meets the needs of the County. The County reserves the right to reject any or all Proposals, and to solicit additional Proposals if deemed in the best interest of the County to do so. The decision of the County Board of Supervisors shall be final in making such determinations.

The successful Proposer will receive written notification of intent to award, along with instructions for finalizing the Contract documents.

Selection of a Proposal will not necessarily result in a Contract with the County of Santa Barbara. Proposal opening does not constitute awarding of a Contract. Contract award is solely by action of the Santa Barbara County Board of Supervisors, and no contract shall be in effect unless and until approved by the Board of Supervisors and fully executed by all of the parties to the Contract.



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## 20.0 CONFLICT OF INTEREST

Each Proposer must represent, warrant and covenant that no official or employee of the County, or any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of the Contract, and that no such person will be employed in the performance of the Contract without immediate divulgence of such conflict of interest to the County. Each Proposal must contain a statement that the Proposer is not currently committed to any other project that would constitute a potential or actual conflict of interest with respect to the Contract as described in this RFQ/P.

## 21.0 PUBLIC RECORDS REQUEST

All Proposals and materials submitted shall become the property of the County and will not be returned. All responses, including the accepted Proposal and any subsequent Contract, become public records per the requirements of the California Government Code, Sections 6250 - 6270, the "California Public Records Act". Pricing and service elements of a Proposal are not considered proprietary information. Proposers who identify all or part of their Proposals as confidential or proprietary without adequate justification substantiated by legal citations may be rejected.

The County will treat all information submitted in a proposal as available for public inspection once the County has selected a consultant. If you believe that you have a legally justifiable basis under the California Public Records Act (Government Section 6250 et. seq.) for protecting the confidentiality of any information contained within your proposal, you must identify any such information, together with the legal basis of your claim in your proposal and present such information separately as part of your response package.

The final determination as to whether the County will assert your claim of confidentiality on your behalf shall be at the sole discretion of the County. If the County makes a determination that your information does not meet the criteria for confidentiality, you will be notified as such. Any information deemed to be non-confidential shall be considered public record.

Upon receipt of a request for disclosure pursuant to the California Public Records Act for information that is set apart and marked as proprietary, County will notify you of the request for disclosure. You shall have sole responsibility for the defense of the proprietary designation of such information. Failure to respond to the notice and enter into an agreement with County providing for the defense of and complete indemnification and reimbursement for all costs incurred by the County in any legal action to compel the disclosure of such information, shall constitute a complete waiver of any rights regarding the information designated proprietary and such information will be disclosed by County pursuant to applicable procedures under the California Public Records Act.

## 22.0 BUSINESS LICENSE REQUIREMENT

It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of Santa Barbara County without possessing a County business license unless exempt under County Code Sec. 22-73. Contact the Tax Collector's Office at 105 East Anapamu St, Santa Barbara, 93101, or phone (805) 568-2920, for further information.



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It is not a requirement to possess a County business license at the time of Proposal submittal. Successful Proposers shall be required to possess a County business license prior to award of Contract.

Disadvantaged Business Enterprise (DBE) Policy

It is the policy of Federally Funded Projects that minority and women-owned business enterprises, as defined in 49 CFR Part 26 ("DBEs") shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds.

DBE Obligation

The Contract agrees on behalf of itself and each of its subcontractors to ensure that DBEs have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under the Contract. In this regard, all recipients or subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. Recipients and their subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of federally assisted contracts.

Title VI of the Civil Rights Act of 1964

The Contractor agrees to comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (49 USC 2000(d)) and the regulations of the U.S. Department of Transportation issued there under in 49 CFR Part 21.

Equal Employment Opportunity

In connection with the performance of the Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex or national original. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

AMERICANS WITH DISABILITIES ACT (ADA) PROVISIONS

To comply with the nondiscrimination requirements of the Americans with Disabilities Act (ADA), it is the policy of the County to make every effort to ensure that its programs, activities and services are available to all persons, including persons with disabilities. For persons with a disability needing a reasonable modification to participate in the procurement process, or for persons having questions regarding reasonable modifications of the procurement process, you may contact the County representative listed in this RFQ/P. In order to ensure the Proposal is in compliance with federal ADA guidelines, Proposers should review the federal ADA guidelines.

Failure to comply with any of the requirements contained herein may result in disqualification. It is the responsibility of each Proposer to read ALL sections of this RFQ/P prior to submitting a response.



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ATTACHMENT A  
SAMPLE Form of Agreement



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**PROFESSIONAL SERVICES AGREEMENT**

Between

**THE COUNTY OF SANTA BARBARA**

And

**[Consultant]**

For

**[Description of Project/Services]**

**PROJECT NUMBER: [ ]**



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<u>EXHIBIT</u>	<u>TITLE</u>	<u>PAGE</u>
A	CONSULTANT'S SCOPE OF WORK & HOURLY RATES .....	A1
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**LIST OF ATTACHMENTS**

<u>ITEM</u>	<u>TITLE</u>	<u>PAGE</u>
1	ATTACHMENT 1: [Specify the applicable RFQ/P/P by date and project #] .....	F1
2	ATTACHMENT 2: \Proposal .....	F2

**END LIST OF EXHIBITS AND ATTACHEMENTS**

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**PROFESSIONAL SERVICES AGREEMENT**  
**FOR**  
**PROFESSIONAL CONSULTANT SERVICES**

This Professional Services Agreement ("Agreement") is entered into by and between THE COUNTY OF SANTA BARBARA ("Owner" or "County") and [\_\_\_\_], a [insert entity type (e.g., corporation) and state of formation] ("Consultant" or "Contractor" and, together with County, collectively, the "Parties" and each individually a "Party").

**PART 1 - RECITALS**

- 1.01 **WHEREAS**, this Professional Services Agreement ("PSA" or "Agreement") sets forth the terms and conditions pursuant to which Consultant, as a professional, will provide professional planning consulting services to Owner in connection with [insert description of the project] ("Project"); and
- 1.02 **WHEREAS**, Consultant was selected by means of the County's qualifications-based selection process, and represents itself as a professional having the requisite qualifications, licenses and agrees to perform the Services defined herein.

**NOW, THEREFORE, Owner and Consultant agree as follows:**

**PART 2 - PROJECT AUTHORIZATION, TERM AND MAXIMUM COMPENSATION**

**2.01 Agreement For Services**

- A. This PSA sets forth the terms and conditions pursuant to which Consultant, as a professional, will provide services to the County as set forth herein ("Services").

**2.02 Maximum Compensation**

- A. The sum of all payments made to Consultant pursuant to this PSA for the performance of the Services specified in the SOW and Attachment 1 shall not exceed [\_\_\_\_] dollars (\$\_\_\_\_\_) ("Base Contract Amount"). The sum of all payments made to Consultant for the performance of Supplemental Services performed pursuant to a duly executed Change Order in accordance with Part 10.03 below shall not exceed the Supplemental Services Amount set forth in Section 1.c of Exhibit C, attached hereto ("Supplemental Services Amount"). In no event shall the aggregate amount of all payments made by the County hereunder exceed the Maximum Compensation Limit specified in Section 1.d of Exhibit C, attached hereto ("Maximum Compensation Limit" or "MCL"). If Consultant performs services or incurs expenses beyond the Base Contract Amount before execution of a Change Order for Supplemental Services in accordance with Part 10.03, or in excess of the Maximum Compensation Limit, Consultant does so at Consultant's sole risk and expense.

**2.03 Term**

- A. This PSA is effective as of first the date it is duly executed by both of the parties hereto, and shall remain in effect for a period of [\_\_\_\_] months thereafter, unless earlier terminated in accordance with the provisions of this Agreement ("Term").

**2.04 Scope**

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- A. The services ("Services") and deliverables ("Deliverables") described in "Consultant's Scope of Work & Hourly Rates," attached hereto as Exhibit A and Attachment 1 and incorporated herein by reference (Exhibit A and Attachment 1, collectively, the "SOW"), establish the extent of the Services and Deliverables that may be authorized by the Owner's Project Manager ("OPM") hereunder.

**PART 3 - OWNER'S RESPONSIBILITIES**

**3.01 Owner Provided Information**

- A. If required and where available, Owner may provide any of the following for Consultant's use in connection with the Services:
  - (i) Specialized studies of existing site conditions, including the presence of hazardous materials, soil, air, water, pollution, etc.
- B. Consultant must make a written recommendation to the Owner regarding the completeness or sufficiency of any survey or specialized study provided to Consultant, or the need for any study or survey that the Consultant believes is required for the Project that is not included within Consultant's Services.

**3.02 Approval & Permit Fees**

- A. Owner will pay all fees required by any jurisdiction having authority over the Project for filing and checking of any filing prepared by Consultant that is required for the performance of the Services, and such standard fees as are charged any governmental Agency for the issuance of approvals and permits by such governmental agency necessary for the performance of the Services.

**PART 4 - PROJECT SCOPE OF WORK (SOW)**

**4.01 Changes in Scope**

- A. If Owner causes a change in the Service(s) or Deliverable(s) that Consultant believes to be material, Consultant must, within fourteen (14) calendar Days of the event that caused such change, notify Owner in writing that Consultant contends Owner has caused a material change in the Service(s) or Deliverable(s). If written notice is not given to Owner within such 14-day period, such change shall be deemed immaterial, and Consultant shall not be entitled to additional compensation for such change. If the Director of the County's General Services Department ("Director"), or his Assistant Director designee, concurs that there has been a material change in Service(s) or Deliverable(s) required by Owner hereunder, payment to Consultant may be adjusted pursuant to a Change Order for Supplemental Services duly executed by both of the parties hereto in accordance with Parts 10.01.A.3, and 10.03, below; provided, however, that Consultant shall not be entitled to any Supplemental Services Amount unless and until memorialized in a duly executed Change Order, and in no event shall the aggregate amount of payments to Consultant hereunder exceed the MCL.
- B. If Consultant contends that there is a material increase in the Service(s) or Deliverable(s) required to complete the Services and requests additional compensation hereunder for the performance of such Supplemental Services, and such increase is not in any way attributable to any act or omission of, or on behalf of, Consultant or any Subconsultant, including, but not limited to, faulty or inaccurate calculations or estimations made by or on behalf of Consultant, and the Director, or his Assistant Director designee, concurs that there has been a material change in Service(s) or Deliverable(s) required by Owner hereunder, payment to Consultant hereunder may be adjusted pursuant to a Change Order for Supplemental Services duly executed by both of the parties hereto in accordance with Parts 10.01.A.3 and 10.03, below;

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provided, however, that Consultant shall not be entitled to any Supplemental Services Amount unless and until memorialized in a duly executed Change Order, and in no event shall the aggregate amount of payments to Consultant hereunder exceed the MCL. OPM may request, and Consultant, pursuant to such request, shall provide, assistance in re-allocating the remaining available funds available hereunder. Such assistance must, if requested by OPM, also include a determination of any other Supplemental Services necessary to complete the Project.

- C. If there is a material decrease in the Services or Deliverables required to complete the Services, Consultant shall immediately notify OPM of such decrease, and agrees to accept a reasonable corresponding reduction in compensation hereunder.

**PART 5 - CONSULTANT'S RESPONSIBILITIES, SERVICES, AND DELIVERABLES**

**5.01 Consultant as Independent Contractor**

- A. Consultant is performing all Services as an independent contractor, and not as an agent or employee of County.

**5.02 No Assignment; Consultant's Use of Subconsultants**

- A. The expertise and experience of Consultant are material considerations for County's execution of this Agreement. Consultant shall not assign, delegate, or transfer, directly or indirectly, whether by operation of law or otherwise, this PSA or any of Consultant's rights or obligations hereunder, without the prior written consent of County in each instance, and any attempt to so assign, delegate, or transfer this Agreement, or any rights, duties or obligations arising hereunder, shall be void and of no effect. Notwithstanding the foregoing, Consultant may use the subconsultants set forth in Exhibit B, attached hereto and incorporated herein by reference ("Subconsultants"), in performing the Services under this Agreement. Consultant shall be responsible for directing the work of authorized Subconsultants, and for all compensation and benefits due to Subconsultants, if any. County assumes no responsibility whatsoever concerning such compensation or benefits. Consultant shall not engage any subconsultant(s) in the performance of Services, other than the Subconsultants identified in Exhibit B, without the prior written approval of the OPM in each instance.

**5.03 Consultant's General Responsibilities**

The following General Responsibilities shall apply to all Services under this Agreement.

- A. Standard of Care
  - 1. Consultant shall perform all Services in accordance with those standards of care that are generally recognized as being used by competent persons in Consultant's profession and area of specialty in the State of California.
  - 2. At all times during the Term, Consultant shall ensure the performance of all Services in compliance with all applicable federal, state, and local codes, statutes, laws, regulations and ordinances ("Applicable Laws").
  - 3. Consultant shall use its professional judgment and expertise to verify interpretations of Applicable Laws from the appropriate government agency(ies) and authorities having jurisdiction over the Project. Such efforts shall be undertaken in accordance with the Standard of Care.
- B. Funding by Governmental Agencies
  - 1. If the Project is to be constructed, wholly or in part, with funds from Federal, State, or other outside funding sources, Consultant shall comply with all requirements of all such Federal, State, and outside funding sources.

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- C. HCAI (formally known as OSHPD) Jurisdiction
  - 1. If the Project is within the jurisdiction of the State of California, Department of Health Access and Information ("HCAI" formally known as OSHPD), Consultant's Deliverables and performance of Service must meet all HCAI requirements.
- D. Sequence of Consultant's Services
  - 1. Consultant's Services shall proceed sequentially as described in the SOW unless otherwise agreed or directed by the Owner via a duly executed Change Order.
  - 2. The Milestone Schedule for completion of the Consultant's Services is set forth in the SOW.
- E. Submittal of Deliverables
  - 1. Each submittal of a Deliverable by Consultant to Owner hereunder shall include a declaration statement, signed by a duly authorized officer of Consultant, that Consultant coordinated the work of Consultant and its Subconsultants, that such Deliverable is accurate and complete, and that all of Owner's prior review comments have been incorporated therein.
  - 2. Consultant shall furnish to Owner, in form and format suitable for reproduction, original reproducible files and other instruments of Service, and computer flash drives containing each submittal to County hereunder in the following electronic formats: Microsoft PC compatible operating system, AutoCAD 2004 or newer, Microsoft Office 2003 or newer.
- F. Printing & Reproduction
  - 1. Consultant shall pay for all printing and reproduction cost incurred in the performance of the Services.
  - 2. Owner will print coordination check documents to be used by the Owner beyond the number of copies identified in the SOW at Owner's expense.
  - 3. If applicable to this PSA, Owner will print Bid Documents for distribution to Bidders at Owner's expense.
- G. Meetings
  - 1. Required meetings are as specifically identified in the SOW.
  - 2. Unless otherwise requested by the OPM, Consultant shall prepare agendas for and take minutes of all meetings conducted or attended by Consultant in connection with the performance of Services hereunder. This includes meetings that are chaired by the OPM.
  - 3. The Consultant's compensation for attendance at and preparation of minutes for all such meetings is included in Base Contract Amount.
- H. Consultant's Staff and Subconsultants
  - 1. Consultant's staff and Subconsultants are identified in Exhibit B, and are subject to the requirements set forth therein.
  - 2. Changes to Consultant's staff and Subconsultants are subject to Owner's prior written approval via a duly executed Change Order.

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5.04 Basic Services & Deliverables: See Exhibit A

**PART 6 - CONSULTANT'S SCHEDULE**

6.01 Schedule

- A. Consultant shall promptly perform all Services and Deliverables in accordance with the Project schedule approved by the County.
- B. Consultant shall perform all Services and Deliverables within the time and Project schedule set forth in this Agreement. Time is of the essence in this Agreement.
- C. Consultant shall provide and maintain Project staffing levels as necessary to perform the Services within the time provided in the Project schedule set forth in this Agreement.

**PART 7 - INDEMNIFICATION & INSURANCE**

7.01 Exhibit D Indemnification and Insurance Requirements

- A. Consultant shall comply with all indemnification and insurance requirements set forth in Exhibit D, attached hereto and incorporated herein by reference.

**PART 8 - REPRESENTATION BY COUNSEL**

- A. Both parties to this PSA were represented by counsel in the negotiation and execution of this PSA.
- B. The parties hereto are aware of the provisions set forth in California Civil Code §1717 and intend this paragraph of the PSA to meet said statutory requirements so that the reference to attorneys' fees in Part 7, "Indemnification & Insurance" applies only in the indemnification context in Part 7, "Indemnification & Insurance."

**PART 9 - HAZARDOUS MATERIALS**

9.01 Responsibility for Hazardous Materials

- A. Owner acknowledges that Consultant has no special knowledge or expertise regarding asbestos or other hazardous materials.
- B. Unless otherwise provided in this PSA, or unless Owner has provided documented information to Consultant regarding the presence or potential presence of such hazardous materials Consultant and its Subconsultants have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or any other toxic substance.

**PART 10 - COMPENSATION & PAYMENT**

10.01 Compensation

- A. Payments will be made as set forth herein
  - 1. Maximum Compensation Limit
    - a. The Maximum Compensation Limit includes the maximum aggregate amount of compensation payable by the Owner to Consultant hereunder. Total payment by

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Owner to Consultant shall not exceed the Maximum Compensation Limit specified in Exhibit C, attached hereto and incorporated herein by reference. Consultant is fully responsible for the provision of all Services and Deliverables, compensation for which shall not exceed the MCL.

2. Consultant's Compensation Schedule

- a. Compensation payable to Consultant hereunder for Consultant's performance of the Services comprising [describe tasks/milestones] as set forth in the SOW shall be on a fixed fee basis upon completion of each such [Task/Milestone], and in the respective amounts for each such Task/Milestone as set forth in the SOW.
- b. Consultant's Hourly Rate Schedule, applicable to Supplemental Services, is set forth in the SOW.

3. Changes

- a. During the Term of this PSA, the Owner may authorize changes to this PSA, other than by amending this PSA in accordance with Part 15.B., below, only in accordance with Part 4.01, above, and Part 10.03, below, and only to the extent authorized by the Board of Supervisors in approving this PSA.

4. Prevailing Wages

- a. Certain Services to be performed under this contract may be considered "public works" subject to prevailing wage, apprenticeship and other labor requirements of Labor Code division 2, part 7, chapter 1, section 1720 et seq. Such public works may include work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work. Consultant is solely responsible for determining whether the Services, or any portion thereof, is subject to said requirements, and for complying with all such requirements that apply. All such public works projects are subject to compliance monitoring by the California Department of Industrial Relations (DIR). County has obtained from the DIR general prevailing wage determinations for the locality in which the Work is to be performed that are on file with County's Public Works Agency and are available upon request. Consultant is responsible for posting job site notices as prescribed by regulation pursuant to Labor Code section 1771.4(a)(2). Consultant acknowledges that it is aware of state and federal prevailing wage and related requirements and shall comply with these requirements to the extent applicable to the Services, including, without limitation, Labor Code sections 1771 (payment of prevailing wage), 1771.1 (registration with DIR) and 1771.4 (submission of certified payrolls to Labor Commissioner) Consultant has included (and shall include) consideration for this obligation in calculating compensation and cost estimates under this PSA.

5. Errors and Omissions

- a. Consultant must correct all errors and omissions attributable to acts and/or omissions of and/or on behalf of Consultant and/or Subconsultants without cost to Owner.
- b. Owner has the right to pursue claims for any negligent errors and omissions of or on behalf of Consultant and/or Subconsultant(s).

10.02 Reimbursable Expenses

- A. When travel is authorized as a reimbursable expense, Consultant agrees to comply with the Santa Barbara County and Federal travel policies and guidelines, where applicable, for all

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travel, lodging and meal reimbursements arising from the performance of this Agreement. Detailed travel policy requirements and limitations can be found in the Capital Projects Division.

- B. All reimbursable expenses hereunder, including travel, mileage, copying, printing, plotting, And visualizations are included in the Base Contract Amount and shall not be invoiced more often than monthly.

**10.03 Supplemental Services & Deliverables**

- A. To the extent that County has established a Supplemental Services Allowance ("SSA") for the performance of services not included within the Services and Deliverables, such SSA is set forth in Section 1.c of Exhibit C. Consultant shall only commence work other than as set forth in the SOW pursuant to a Change Order duly executed by the Director or his Assistant Director designee ("Change Order"), and only to the extent expressly authorized by the County Board of Supervisors in approving this PSA.

**10.04 Payment**

- A. Payment Requests
  - 1. Owner will make payments within thirty (30) Days after the OPM's approval of the Consultant's correct Payment Request.
- B. Invoices
  - 1. Consultant may submit a Payment Request not more than once each month.
- C. Progress Payments
  - 1. Owner may, in its discretion, adjust any progress payment so that it corresponds with the percentage of completion as reasonably determined by Owner.

**10.05 Release of All Claims**

- A. Prior to final payment hereunder, Consultant must execute and deliver to Owner a release of all claims arising from this Agreement, other than such claims, if any, as may be specifically excepted from the release for the reasons and in the amounts stated in the release. -

**10.06 Timely Billings**

- A. Consultant agrees to bill Owner on a timely basis and not later than ninety (90) Days after:
  - 1. Services are performed; or
  - 2. Billings are otherwise due pursuant to the terms of the PSA.
- B. Owner has no liability for payment of, and has sole discretion to pay or decline payment of, any billings submitted after the expiration of such ninety (90) Day period.

**10.07 Consultant's Accounting Records**

- A. Accounting System & Records Retention
  - 1. Consultant must maintain an accounting system in accordance with current standards of accounting and financial reporting for the purpose of supporting payments for Services authorized under this PSA. Consultant must retain such records for three (3) years after expiration or termination of this PSA, or until all claims, if any, have been disposed of, whichever period is longer.
- B. Owner's Auditing Rights
  - 1. Upon service of a written Notice to Consultant, Owner, and persons authorized by Owner, have the right at any reasonable time and place to examine, audit, and make copies of books, records, documents, accounting procedures and practices relating to the

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performance or administration of this PSA, or affecting any changes or modifications to this PSA.

C. Applicability to Subcontracts

1. Consultant must incorporate the above-stated accounting and audit requirements into all subcontracts, including, but not limited to, contracts with Subconsultants, exceeding Ten Thousand Dollars (\$10,000) in value in connection with this PSA, including any modification(s) thereof.

**PART 11 - TERM & TERMINATION**

**11.01 Owner's Rights**

A. Termination for Convenience

1. The Director may, by written notice to Consultant, terminate all or part of this PSA at any time for Owner's convenience. Upon receipt of such notice, Consultant must immediately cease all work hereunder as specified in the notice.
2. If this PSA is so terminated, Consultant will be compensated as set forth below.

B. Termination for Breach

1. If Consultant violates any of the covenants or agreements of this PSA, or if Consultant fails to fulfill in a timely and proper manner its obligations pursuant to this PSA, and does not cure such failure or violation within thirty (30) days, or such shorter period as the Owner may determine is necessary and appropriate, after receipt of written notice from the County's OPM specifying such failure or violation, whether subject to cure, and, if subject to cure, the time and manner of cure, Owner may terminate this PSA in accordance with Part 11.01.A.1, above.
2. Owner will provide Consultant with written notice as to the effective date of termination, and Consultant is not entitled to compensation for Services or expenses beyond the specified termination date.
3. If, after notice of termination for breach of this PSA, it is determined that Consultant did not breach this PSA, the termination will be deemed to have been made for Owner's convenience, and Consultant will receive payment due to Consultant for Services performed prior to such termination for convenience in accordance with Section 11.02, below.

C. Suspension for Convenience

1. OPM may, without cause, order Consultant in writing to suspend, delay, or interrupt the Services under this PSA in whole or in part for up to 90 days. COUNTY shall incur no liability for suspension under this provision, and such suspension(s) shall not constitute a breach of this Agreement.

D. The rights and remedies provided herein to Owner are cumulative and in addition to any other rights and remedies provided by law in this PSA.

**11.02 Consultant's Compensation Upon Termination**

A. In the event of Owner's termination of this PSA, Consultant will receive compensation as follows:

1. For fully Deliverables and Services performed and delivered by Consultant and accepted by County, and authorized Reimbursable Expenses pursuant to this PSA, compensation will be in the amount specified in the PSA for such Deliverables, Services, and authorized expenses.

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- 2. For items of Service on which Owner has issued an Authorization to Proceed but which have not been fully completed and accepted, Consultant will be compensated for its Services accepted by Owner in an amount which bears the same ratio to the total fee otherwise payable for the performance of that Service as the Services performed bear to the total Services necessary for the full performance of that Service.
- B. In no event will the total compensation paid for any item of Service exceed the value specified in this PSA for such item of Service.

**11.03 Delivery of Documents**

- A. Upon any termination of this PSA, Consultant shall furnish Owner all documents and Instruments of Service prepared pursuant to this PSA, whether complete or incomplete. Consultant may retain a copy for its records if so provided by Owner in such notice of termination.

**PART 12 - DISPUTE RESOLUTION**

**12.01 Consultant's Questions & Concerns**

- A. Questions regarding the terms, conditions and Services of this PSA will be decided by the County's Director of General Services, who will furnish the decisions to Consultant in writing within thirty (30) Days after receiving a written request from Consultant.

**12.02 Dispute Resolution During Construction**

- A. Alternate Dispute Resolution (ADR)
  - 1. Owner intends, but shall not be required, to use ADR techniques including Partnering and Mediation during Design.
- B. Consultant and its Subconsultants shall participate in all ADR efforts as directed by Owner.
- C. In the event that Owner elects to utilize such ADR, the cost of such Partnering training facilities and facilitator will be borne equally by the parties hereto.

**12.03 Negotiations Before and During Mediation**

- A. Negotiations to resolve disputes before and during Mediation are initiated for settlement purposes only and are not binding unless otherwise agreed by Owner and Consultant.

**12.04 Mediation**

- A. Voluntary Mediation
  - 1. In the event a dispute or issue is not resolved by negotiation, Owner and Consultant agree to attempt to resolve the matter by Mediation.
  - 2. Said Mediation is non-binding, and intended to provide an opportunity for the parties hereto to evaluate each other's cases and arrive at a mutually agreeable solution.
- B. Initiation of Mediation
  - 1. Any party hereto may initiate Mediation by notifying the other party hereto in writing.
- C. Request for Mediation
  - 1. A Request for Mediation must contain a brief statement of the nature of the dispute or claim, and the names, addresses, and phone numbers of all parties to the dispute or claim, and those who will represent them, if any, in the Mediation.
  - 2. Within ten (10) days of a Party's receipt of a Request for Mediation, the Party in receipt of such Request for Mediation shall provide to the requesting Party a written response

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indicating whether the receiving Party is willing to participate in voluntary, non-binding mediation with respect to such dispute or claim.

D. Selection of Mediator

1. Within fourteen (14) days of a Party's written response to a Request for Mediation indicating that such Party is willing to participate in mediation with respect to the dispute or claim at issue, the Parties hereto will confer to select an appropriate mediator agreeable to all Parties.
2. If the Parties hereto cannot agree on a mediator, they may accept a mediator appointed by a recognized association such as the American Arbitration Association.

E. Qualifications of a Mediator:

1. Any mediator selected hereunder ("Mediator") must have expertise in the area of the dispute and be knowledgeable in the Mediation process.
2. No person shall serve as a Mediator in any dispute in which that person has any financial or personal interest in the result of the Mediation.
3. Before accepting an appointment, the prospective Mediator must disclose any circumstances likely to create a presumption of bias or prevent a prompt meeting with the parties. Upon receipt of such information, the Parties will confer and decide whether to select another Mediator.

F. Vacancies

1. If any Mediator becomes unwilling or unable to serve, another Mediator will be selected unless the Parties agree otherwise.

G. Representation

1. Any Party may be represented in the Mediation by person(s) of their choice who must have full authority to negotiate.
2. The names and addresses of such representative(s) must be communicated in writing to all Parties and to the Mediator.

H. Time and Place of Mediation

1. The Mediator will set the time of each Mediation session.
2. The Mediation will be held at a convenient location agreeable to the Mediator and the Parties, as determined by the Mediator.
3. All reasonable efforts will be made by the parties hereto and the Mediator to schedule the first session within sixty (60) Days after selection of the Mediator.

I. Identification of Matters in Dispute

1. Unless a longer period of time is required by the Mediator, at least ten (10) days before the first scheduled Mediation session, each Party must provide the Mediator a brief memorandum setting forth such Party's position with regard to the issues identified in the Request for Mediation, and any other pertinent issues that such Party believes need to be resolved. At the discretion of the Mediator, or otherwise agreed by the Parties, the Parties hereto may mutually exchange such memoranda.
2. At the first Mediation session, the Parties will be expected to produce all information reasonably required for the Mediator to understand the issue(s) presented. The Mediator may require each Party to supplement such information.

J. Authority of Mediator

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1. The Mediator does not have authority to impose a settlement on the Parties, but will attempt to assist the parties hereto in reaching a satisfactory resolution of their dispute.
2. The Mediator is authorized to conduct joint and separate meetings with the Parties, and to make oral and written recommendations for settlement.
3. Whenever necessary, the Mediator may also obtain expert advice concerning technical aspects of the dispute, provided that the Parties agree in writing in advance to such outside expert advice, to assume the expenses of obtaining such expert advice, and whether the arrangements for obtaining such expert advice will be made by the Mediator or one or more of the Parties.
4. The Mediator is authorized to end the Mediation whenever, in the Mediator's judgment, further Mediation efforts would not contribute to a resolution of the dispute between the Parties.

K. Privacy

1. Mediation sessions are private.
2. The Parties and their representatives may attend Mediation sessions.
3. Other persons may attend Mediation sessions only with the prior written consent of each of the Parties, and with the consent of the Mediator.

L. Confidentiality

1. The Mediator will not divulge confidential information disclosed to a Mediator by the Parties or by witnesses in the course of the Mediation.
2. All records, reports, or other documents received by a Mediator while serving as Mediator, are confidential.
3. The Mediator must not be compelled to divulge such records or to testify in regard to the Mediation in any adversary proceeding or judicial forum.
4. The Parties shall maintain the confidentiality of the Mediation and shall not rely on, or introduce as evidence in any arbitration, judicial or other proceedings:
  - a. Views expressed or suggestions made by the other Party with respect to a possible settlement of the dispute;
  - b. Statements made by the other Party in the course of the Mediation proceedings;
  - c. Proposals made or views expressed by the Mediator;
  - d. Whether the other Party had or had not indicated willingness to accept a proposal for settlement made by the Mediator.

M. No Stenographic Record

1. There shall be no stenographic record of the Mediation.

N. Termination of Mediation

1. The Mediation shall be terminated:
  - a. By the execution of a Settlement Agreement by the Parties with respect to the issues subject to the Mediation;
  - b. By a written declaration of the Mediator to the effect that further efforts at Mediation are no longer worthwhile; or
  - c. By a written declaration of one or more of the Parties to the effect that the Mediation proceedings are terminated.

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- O. Exclusion of Liability
  - 1. No Mediator shall be a necessary party in judicial proceedings related to the Mediation.
- P. Interpretation and Application of These Mediation Provisions
  - 1. The Mediator will interpret and apply these Mediation provisions insofar as they relate to the Mediator's duties and responsibility.
- Q. Expenses
  - 1. The expenses of witnesses for each Party must be paid by the Party producing such witnesses.
  - 2. All other expenses of the Mediation, including required traveling and other expenses of the Mediator, and the expenses of any witness called by the Mediator, and the cost of any proofs or expert advice produced at the direct request of the Mediator, will be apportioned equally between the Parties, or as may otherwise be agreed by the Parties, provided, however, that a Party shall not be responsible for any such Mediation expense to which such Party did not consent in advance in writing.

**12.05 Compensation for Participation in Mediation**

- A. Consultant is not entitled to compensation for time spent in or for negotiations or Mediation to resolve questions or disputes between Consultant and Owner arising out of this PSA.

**PART 13 - MISCELLANEOUS PROVISIONS**

**13.01 Capitalization and Formatting**

- A. Terms capitalized in this PSA include those that are:
  - 1. Specifically defined; or
  - 2. Titles of Parts or paragraphs; or
  - 3. Titles of reports or Deliverables; or
  - 4. Titles of other documents.
- B. Unless otherwise indicated, highlighted, **emboldened**, *italicized*, or underlined text is not indented to imply special significance but serves merely as an aid to the reader to distinguish or quickly reference selected text.
- C. Text shown with Strike Through font is meant to, and does, exclude such text from the PSA. It is shown as such merely for the convenience of the Owner.
- D. The captions of the Parts and paragraphs are for convenience only and will not be deemed relevant in resolving any question of interpretation or construction of any such Part or paragraph.

**13.02 Force Majeure**

- A. Neither party hereto shall be liable to the other Party hereto for damages or delay in performance caused by events beyond the control of such Party or such Party's employees, agents, affiliates, officers, directors, Subconsultants, or representatives, provided that (i) such events are not in any way attributable to any act or omission by or on behalf of such Party or any of such Party's employees, agents, affiliates, officers, directors, Subconsultants, or representatives, and (ii) the Party claiming such delay promptly provides written notice to the other Party specifying the cause and a good faith estimate of the duration of such delay ("Force Majeure Notice"), and (iii) such Party cures such delay and resumes performance hereunder as soon as practicable under the circumstances. Except for those commitments identified in the Force Majeure Notice, the affected Party shall not be relieved of its responsibility to fully



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perform as to all other obligations of such Party under this Agreement. Notwithstanding the foregoing, if such Force Majeure event continues for a period of more than 90 days from the date of such Force Majeure Notice, the County shall be entitled, in its sole discretion, to immediately terminate this Agreement upon written notice to Consultant.

**13.03 Waiver**

- A. In the event any provision of this PSA is held to be invalid and unenforceable by a court of competent jurisdiction, the remaining provisions shall be valid and binding on the Parties.
- B. One or more waivers by either Party of any provision, term, condition or covenant shall not constitute a waiver of any subsequent breach.

**13.04 Timely Approvals**

- A. Whenever the approval of Owner or Consultant is required pursuant to this PSA, such approval shall not be unreasonably withheld or delayed.

**13.05 Ownership & Use of Deliverables and Instruments of Service**

- A. Owner shall be the owner of the following items in connection with this Agreement upon creation, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. Consultant shall not release any of such items to any other person except after prior written approval of Owner. Unless otherwise specified herein, Consultant hereby assigns to Owner all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by Consultant pursuant to this PSA (collectively referred to as "Copyrightable Work and Inventions"). Owner shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions and all Deliverables provided to County hereunder. Consultant agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder, including all licenses and permissions as may be necessary for County to use all Deliverables produced by Consultant hereunder. Consultant warrants that no Copyrightable Works and Inventions or any other item provided under this Agreement will infringe upon any intellectual property or proprietary rights of any third party. Consultant at its own expense shall defend, indemnify, and hold harmless Owner against any claim that any Copyrightable Works and Inventions or other items provided by Consultant hereunder infringe upon intellectual or other proprietary rights of a third party, and Consultant shall pay all damages, costs, settlement amounts, and fees that may be incurred by Owner in connection with any such claims.
- B. This Part 13.05 shall survive expiration or termination of this PSA.
- C. Consultant is not entitled to any fees for Owner's use of any Deliverable or instrument of Service unless Owner enters into a separate agreement with Consultant specifically providing for such fees.

**13.06 Reliance**

- A. Unless otherwise indicated, Consultant may rely on the accuracy and technical quality of documents provided by Owner or the Owner's authorized consultants.

**13.07 Taxes**

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A. Consultant shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this PSA and shall make any and all payroll deductions required by law. Owner shall not be responsible for paying any taxes on Consultant's behalf, and should Owner be required to do so by state, federal, or local taxing agencies, Consultant agrees to promptly reimburse Owner for the full value of such paid taxes plus interest and penalty, if any. Such taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

**13.08 Conflicts of Interest**

A. Consultant covenants that Consultant presently has no employment or interest, and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this PSA. Consultant further covenants that in the performance of this PSA, no person having any such interest shall be employed or otherwise engaged by Consultant or any Subconsultant. Consultant must promptly disclose to Owner, in writing, any potential conflict of interest. Owner retains the right to waive a conflict of interest disclosed by Consultant if Owner determines it to be immaterial, and such waiver is only effective if provided by Owner to Consultant in writing.

**13.09 No Publicity or Endorsement**

A. Consultant shall not use Owner's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. Consultant shall not use Owner's name or logo in any manner that would give the appearance that the Owner is endorsing Consultant. Consultant shall not in any way contract on behalf of or in the name of Owner. Consultant shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the Owner or its projects, without obtaining the prior written approval of Owner.

**13.10 Non-Discrimination**

A. Owner hereby notifies Consultant that Owner's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this PSA and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and Consultant agrees to comply with said ordinance.

**13.11 Execution in Counterparts**

A. This PSA may be executed electronically and in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

**13.12 Governing Law**

A. This PSA shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

**PART 14 - NOTICES**

A. All notices will be deemed to have been given when made in writing and delivered or mailed to the respective representative(s) of Owner and Consultant at their respective addresses as shown in Exhibit E ("Notices"), attached hereto and incorporated herein by reference.

PSA with [CONSULTANT]  
Dated [\_\_\_\_\_]   
Project Number: [\_\_\_\_]



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**PART 15 - LIMITS OF AGREEMENT**

- A. This PSA, including all Exhibits hereto, together with the Request for Qualifications and Proposals for Project [ ] pursuant to which this Agreement was procured and which is attached hereto as Attachment 1 and hereby incorporated herein by reference ("RFQ/P/P"), and Consultant's Proposal submitted to County in response to same, a copy of which is attached hereto as Attachment 2 ("Proposal"), constitutes the entire and integrated agreement between Owner and Consultant with respect to the subject matter hereof, and supersedes all prior and contemporaneous negotiations, representations, or agreements, whether written or oral.
- B. This PSA may be amended only by written agreement signed by Owner and Consultant, except as otherwise expressly authorized herein.
- C. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this PSA shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- D. No remedy herein conferred upon or reserved to Owner is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

**PART 16 - ORDER OF PRECEDENCE**

- A. In the event of conflict or inconsistency between the provisions contained in Parts 1 through 18 of this Agreement and the provisions contained in the Exhibits and Attachments, the provisions contained in Parts 1 through 18 of this Agreement shall control and prevail over those in the Exhibits and Attachments, other than Exhibit D, which shall control and prevail. Consultant agrees that in the event of any discrepancy, inconsistency, gap, ambiguity, or conflicting language between Consultant's Proposal (attached hereto as Attachment 2), on the one hand, and any other provision(s) of this Agreement, on the other, the provisions of this Agreement (including the RFQ/P/P) other than Consultant's Proposal shall take precedence and control and prevail.

**PART 17 - EXHIBITS**

- A. The following listed Exhibits and Attachments referred to herein are incorporated in this PSA as though set forth in full.
  1. Exhibit A, "Consultant's Scope of Work & Hourly Rates"
  2. Exhibit B, "Consultant's Staff & Subconsultants"
  3. Exhibit C, "Consultant's Compensation"
  4. Exhibit D, "Indemnification And Insurance Requirements"
  5. Exhibit E, "Notices"
  6. Exhibit F, "Federal Provisions"
  7. Attachment 1: RFQ/P
  8. Attachment 2: Consultant's Proposal

PSA with [CONSULTANT]  
Dated [ ]  
Project Number: [ ]



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*[Signatures appear on the following page.]*

PSA with [CONSULTANT]  
Dated [\_\_\_\_\_] \_\_\_\_\_  
Project Number: [\_\_\_\_\_] \_\_\_\_\_

PSA with THE GORDIAN GROUP, INC.  
Dated November 04, 2025  
Project Number: 25001



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IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the first date  
executed by all of the parties hereto.

County of Santa Barbara

By: \_\_\_\_\_  
STEVE LAVAGNINO, CHAIR  
BOARD OF SUPERVISORS

ATTEST:  
MONA MIYASATO,  
COUNTY EXECUTIVE OFFICER  
CLERK OF THE BOARD

CONSULTANT:  
[Insert]

By: \_\_\_\_\_  
Deputy

By: \_\_\_\_\_  
Name:  
Title:

APPROVED AS TO FORM:  
RACHEL VAN MULLEM  
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:  
BETSY SCHAFFER, CPA, CPFO  
AUDITOR-CONTROLLER

By: \_\_\_\_\_  
Deputy County Counsel

By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:  
GREGORY MILLIGAN  
RISK MANAGER

RECOMMENDED FOR APPROVAL:  
KIRK LAGERQUIST, DIRECTOR  
GENERAL SERVICES DEPARTMENT

By: \_\_\_\_\_  
Risk Manager

By: \_\_\_\_\_  
Department Head

END OF AGREEMENT

PSA with [CONSULTANT]  
Dated [\_\_\_\_\_]\_\_\_\_\_  
Project Number: [\_\_\_\_\_]\_\_\_\_\_



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General Services- Request for Qualifications and Proposals for Job Order Contract Program  
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**EXHIBIT A**

**SCOPE OF WORK; HOURLY RATES**

Consultant shall perform all of the following services set forth in this Scope of Work ("Services") in exchange for the fixed fee Base Contract Amount set forth in the table below and in Section 1.a of Exhibit C, below, which shall include all overhead, administrative costs, and profit.

**SCOPE OF WORK:**

**Base Contract Amount Compensation Schedule:**

[specify milestones and amounts payable for completion of each milestone in not-to-exceed amounts]

**Rate Schedule for Supplemental Services:**

The following hourly rates, which include all overhead, administrative costs, and profit, shall apply to any and all Supplemental Services performed during the Term in accordance with duly executed Change Orders.

[Insert hourly rate schedule for SS]

PSA with [CONSULTANT]  
Dated [\_\_\_\_\_]   
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**END EXHIBIT A**

PSA with [CONSULTANT]  
Dated [\_\_\_\_\_]\_\_\_\_\_  
Project Number: [\_\_\_\_\_]\_\_\_\_\_

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PSA with THE GORDIAN GROUP, INC.  
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Page Attachment 1-45



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**EXHIBIT B**

**CONSULTANT'S STAFF & SUBCONSULTANTS**

- A. Consultant declares that the Principal-in-Charge on behalf of Consultant shall be [insert name of Consultant employee]. Consultant declares that Consultant's Project Manager shall be [insert name of Consultant employee].
- B. Consultant will only employ subconsultants identified in the Consultant's Proposal submitted in response to the County's RFQ/PP for this project (each, a "Subconsultant"), as set forth below, and each Subconsultants must, if their profession or specialty is licensable, be licensed by the State of California to perform such Services. Consultant must obtain Owner's prior written approval of any other subconsultants or subcontractors. Upon Owner's request, Consultant shall provide copies of all Subconsultant contracts to Owner.
- C. None of the Staff or Subconsultants specified in this Agreement shall be replaced without the prior written approval of the Director, or his Assistant Director designee, in each instance. If Consultant's Project Manager or any other designated key staff person or Subconsultant fails to perform to the satisfaction of Owner, upon written notice from the OPM, Consultant shall, within fifteen (15) calendar days, remove that person from the Project and provide a qualified replacement acceptable to Owner, and subject to Owner's prior written approval.

**List of Consultant's Staff**

[Insert]

**List of Subconsultants:**

[Insert]

**END EXHIBIT B**

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PSA with HELLMUTH, OBATA & KASSABAUM, INC.

Dated 8/19/2024

Project Number: 23014-1

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PSA with THE GORDIAN GROUP, INC.  
Dated November 04, 2025  
Project Number: 25001



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**EXHIBIT C**

**CONSULTANT'S COMPENSATION**

**1. COMPENSATION SUMMARY**

a.	Consultant's <b>Fixed Fee</b> for the performance of all of the <b>Services</b> described in <u>Exhibit A</u> (" <u>Consultant's Scope of Work</u> ") shall be:	
	Base Contract Amount:	
	<b>SUBTOTAL: Base Contract Amount</b>	
b.	<b>Allowance for Reimbursable Expenses pursuant to Part 10.02</b>	<b>\$0</b>
c.	Supplemental Services Allowance for Supplemental Services that may be authorized by the Owner in writing pursuant to a duly executed <b>Change Order</b> issued during the Term in accordance with Part 10.03, above.	\$
d.	<b>MAXIMUM COMPENSATION LIMIT (a+b+c)</b>	<b>\$</b>

**2. PROGRESS PAYMENTS**

- a. For the **Base Contract Amount**, progress payments will be on a **FIXED FEE** basis for completion of each of milestone in accordance with Exhibit A.
- b. For Consultant compensation payable hereunder in terms of an **HOURLY FEE** (i.e., for Supplemental Services performed in accordance with duly executed Change Order(s)), payments will be made monthly and based on the actual hours worked during the billing period charged at the hourly rates set forth in Exhibit A, above, (**Consultant must include substantiating documentation for each payment request hereunder, including a breakdown of the staff hours for particular tasks performed as a task-fee breakdown**)
- c. Only invoices identifying personnel listed in Exhibit A or B, above, will be accepted by Owner as valid substantiation for hourly fee payment requests.
- d. Consultant must submit appropriate documentation and information to support each invoice, including a narrative description of Services performed during such billing period. including, but not limited to, all completed milestones and deliverables.

PSA with (CONSULTANT)  
 Dated [\_\_\_\_\_] \_\_\_\_\_  
 Project Number: [\_\_\_\_\_] \_\_\_\_\_



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**END EXHIBIT C**

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PSA with [CONSULTANT]  
Dated [\_\_\_\_\_]   
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**EXHIBIT D**  
**Indemnification and Insurance Requirements**  
**(For Design Services)**

**INDEMNIFICATION**

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR'S indemnification obligation applies to COUNTY'S active as well as passive negligence but does not apply to COUNTY'S sole negligence or willful misconduct.

**NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS**

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

**INSURANCE**

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by any of the CONTRACTOR, its agents, representatives, employees, Subconsultants, and subcontractors.

- A. Minimum Scope of Insurance Coverage shall be at least as broad as:
  1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$2,000,000 per occurrence and **\$4,000,000 in the aggregate.**
  2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
  3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **(Not required if CONTRACTOR provides written verification that it has no employees)**
  4. **Contractor's Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions:** applicable to the work being performed, with a limit no less than \$2,000,000 per claim or occurrence and \$2,000,000 aggregate per policy period of one year.

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader coverage and/or the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

PSA with [CONSULTANT]  
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B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used.
2. **Primary Coverage** – For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors, including, but not limited to, Subconsultants, maintain, at all times during the Term, insurance meeting

PSA with [CONSULTANT]  
Dated [\_\_\_\_\_] \_\_\_\_\_  
Project Number: [\_\_\_\_\_] \_\_\_\_\_



County of Santa Barbara: General Services  
Capital Division

General Services- Request for Qualifications and Proposals for Job Order Contract Program  
Administration Service Provider

all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors and Subconsultants.

10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:

- i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
- iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements set forth herein shall not be deemed as a waiver of any rights on the part of COUNTY.

END EXHIBIT D

PSA with [CONSULTANT]  
Dated [\_\_\_\_\_]   
Project Number: [\_\_\_\_]



County of Santa Barbara: General Services  
**Capital Division**

General Services- Request for Qualifications and Proposals for Job Order Contract Program  
Administration Service Provider

**EXHIBIT E**  
**NOTICES**

1. All notices are deemed to have been given when made in writing and delivered or mailed to the representatives of Owner and Consultant at their respective addresses as follows:

a. **Owner:**

County of Santa Barbara  
Capital Division  
260 N. San Antonio Road (Casa Nueva, 2<sup>nd</sup> Floor)  
Santa Barbara, CA 93110

Attention: John Green, Capital Division Chief, General Services Department  
(805) 568-934-6229/ jlgreen@countyofsb.org

b. **Consultant:**

[Insert]

**END OF EXHIBIT E**

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Project Agreement # \_\_ to PSA with  
«Consultant»  
Dated 05/31/2011«BOS\_Award\_Date»

Page E-1

Project Number: «Project\_No\_»



County of Santa Barbara: General Services  
**Capital Division**

General Services Department Request for Qualifications for Job Order Contract (JOC) Service Providers

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**ATTACHMENT 1**

**RFQ/P**



County of Santa Barbara: General Services  
**Capital Division**

General Services Department Request for Qualifications for Job Order Contract (JOC) Service Providers

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**ATTACHMENT 2**

**Proposal**



County of Santa Barbara: General Services  
**Capital Division**

General Services Department Request for Qualifications for Job Order Contract (JOC) Service Providers

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**ATTACHMENT 2**  
Proposal



**Job Order Contract (JOC) Program  
Administration Service Provider Request for  
Qualifications and Proposal**

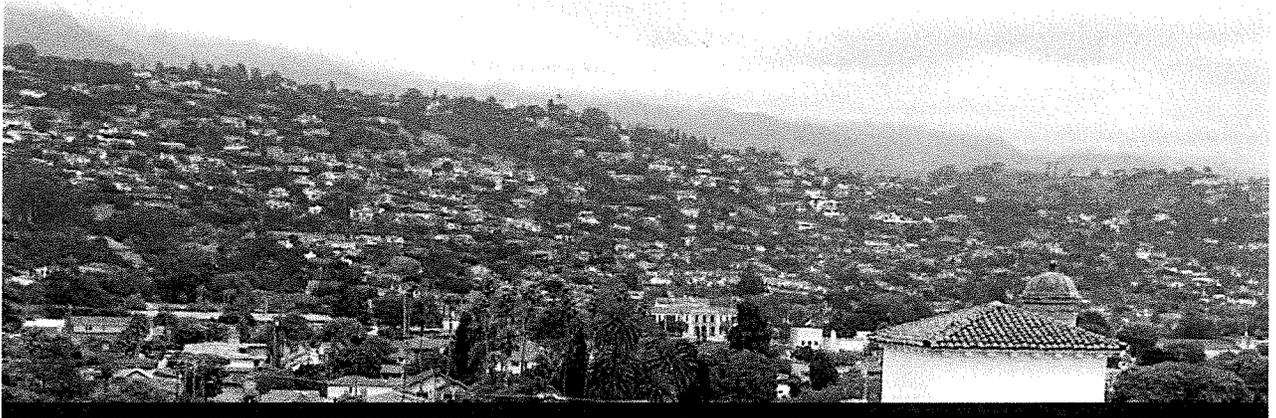
July 30, 2025

To: County of Santa Barbara - General Services Department  
Project No.: 25000  
From: The Gordian Group

Point of Contact:  
Maria Martinez, *Regional Director*  
831.760.0770 | [m.martinez@gordian.com](mailto:m.martinez@gordian.com)



County of Santa Barbara: General Services  
Capital Division



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## 1. Transmittal/Cover Letter

July 30, 2025

County of Santa Barbara  
General Services Department, Capital Projects Division  
260 N. San Antonio Road

Santa Barbara, CA 93110 The Gordian Group, Inc. (Gordian) is pleased to submit our response to the County of Santa Barbara's (the County) **Request for Qualifications and Proposal (RFQ/P) for a Job Order Contract (JOC) Program Administration Service Provider, County Project No. 25000**. We have provided JOC solutions to the County since 2015 and look forward to continuing our partnership.

Gordian understands that the overall goal of this RFQ/P is to provide the County with comprehensive Job Order Contract Implementation Services, including program development, procurement support, and technical assistance for both County staff and contractors. The selected Contractor will be responsible for developing and administering multiple customized Job Order Contracts. The JOC program is intended to strengthen the General Services Department's contracting capabilities by streamlining the delivery of maintenance and repair projects across County-owned and maintained facilities. The primary objective is to expedite the contractor selection process and the execution of qualified construction and construction-related services. Gordian is fully prepared to deliver all necessary labor, expertise, tools, and materials associated with the professional development and continued support of a successful JOC program.

Gordian is registered with the California Secretary of State under the name The Mellon Group, Business Entity Number 1968310, with the foreign name The Gordian Group, Inc. Our mailing address is 30 Patewood Drive, Ste. 350, Greenville, SC 29615. Gordian was incorporated in Fulton County, Georgia, on May 31, 1990, and operates as a corporation.

Our organizational structure is purpose-built to support JOC programs. Our primary business focus is JOC products and services, and we are dedicated to continually improving and advancing successful JOC programs. Gordian will continue to meet the County's needs with our highly qualified and local team that is responsive and reliable. We will provide the County with licenses to our proprietary JOC system, including the Construction Task Catalog® (CTC), associated construction cost data, JOC software ("JOC Information Management System (IMS)" and "Gordian Cloud"), and supporting materials for the duration of the contract. Please note that the CTC is Gordian's proprietary Unit Price Book and all references to the CTC should be deemed to mean a Unit Price Book.

Gordian's JOC programs are structured as follows:

- Regional Directors and Area Managers oversee operations across geographic territories.
- Account Managers serve as client-facing leads, supporting job order development, training, and compliance.
- The Program Design & Contracts (PD&C) Team handles program design, contract documentation, and contractor onboarding.
- Customer Support and Success provides software training and technical assistance.
- The Construction Cost Data Team maintains the CTC with over 275,000 construction tasks, including the corresponding Technical Specifications.

County Project No. 25000

County of Santa Barbara

1. Transmittal/Cover Letter





County of Santa Barbara: General Services  
Capital Division

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Our staff count has grown significantly, increasing by 608 employees in 2021 to a current total of 1,027, reflecting our continued investment in talent and capacity.

The contact person responsible for this project is:

Maria Martinez  
Regional Director, PacSouth  
30 Patewood Drive, Building 2, #350  
Greenville, SC 29615  
m.martinez@gordian.com  
831.760.0770

Gordian acknowledges receiving addenda: ADDENDUM NO. 001, dated July 22, 2025.

The signing and submission of this Proposal indicates Gordian's agreement to adhere to the provisions of this RFQ/P and our commitment to enter into a binding contract with the County.

Kind Regards,

Kris Gorriaran  
Chief Executive Officer  
425.446.5229  
kris.gorriaran@gordian.com

Angie Michelini  
Secretary  
864.734.6439  
a.michelini@gordian.com



County of Santa Barbara: General Services  
Capital Division



## 2. Signatory Requirements

Our proposal cover letter has been signed by Kris Gorriaran, Chief Executive Officer, and Angie Michelini, Secretary of The Mellon Group. Both are listed as officers with the State of California, Office of the Secretary of State.

				BA20250575634
		<b>STATE OF CALIFORNIA</b> Office of the Secretary of State <b>STATEMENT OF INFORMATION</b> <b>CORPORATION</b> California Secretary of State 1500 11th Street Sacramento, California 95814 (916) 657-5448		For Office Use Only <b>-FILED-</b> File No. BA20250575634 Date Filed: 3/20/2025
Entry Details Corporation Name: THE MELLON GROUP Entry No: 1968310 Formed In: GEORGIA				
Street Address of Principal Office of Corporation Principal Address: 30 PATEWOOD DR, STE 350 GREENVILLE, SC 29615				
Mailing Address of Corporation Mailing Address: 30 PATEWOOD DR, STE 350 GREENVILLE, SC 29615				
Attention:				
Street Address of California Office of Corporation Street Address of California Office: N/A, N/A, N/A, N/A				
Officers				
Officer Name	Officer Address	Position(s)		
<input checked="" type="checkbox"/> Kris Gorriaran	30 PATEWOOD DRIVE BLDG 2 350 GREENVILLE, SC 29615	Chief Executive Officer		
ANGIE MICHELINI	30 Patewood Dr, Ste 350 Greenville, SC 29615	Secretary		
JAMES MACKERER	30 PATEWOOD DR, STE 350 GREENVILLE, SC 29615	Chief Financial Officer		
Additional Officers				
Officer Name	Officer Address	Position	Stated Position	
Directors				
Director Name	Director Address			
None Entered				
The number of vacancies on Board of Directors is: 0				
Agent for Service of Process California Registered Corporate Agent (1505): C T CORPORATION SYSTEM Registered Corporate 1505 Agent				
Type of Business Type of Business: SOFTWARE DEVELOPER				
Email Notifications Opt-in Email Notifications: Yes, I opt-in to receive entity notifications via email.				
Labor Judgment				

Page 1 of 2

BA20250575634 RECEIVED BY CALIFORNIA SECRETARY OF STATE 12:11 PM 03/20/2025

2. Signatory Requirements





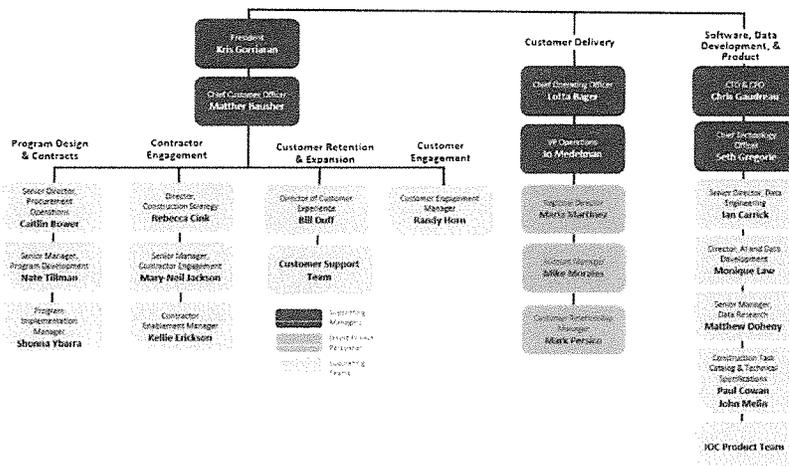
### 3. Qualifications

 Gordian has assembled a highly experienced and regionally focused team—led by Maria Martinez, Regional Director, and Mike Morales, Account Manager—to deliver seamless execution of the County’s JOC program. This team structure ensures direct accountability, streamlined communication, and full alignment with the County’s goals.

#### Project Organizational Chart

Include an organization chart of the proposed staff to be assigned to this project.

As shown in the organizational chart and descriptions below, Gordian has the resources available to provide all the scope of services required by the RFQ for the County. Key personnel who will continue to be dedicated to the County’s program are Maria Martinez, Regional Director, and Mike Morales, Account Manager. There are no sub-consultants used on the Gordian Team for this assignment.



#### Team Member Qualifications and Experience

A synopsis of each proposed team member's qualifications and experience with public or government JOC Programs of similar type and size as described in this RFQ/P, including length of service with the Proposer and resume. For all sub-consultants (if any) to be used, provide entity name, area of expertise, the names of individual staff assigned to this project and their role on the team.

Providing JOC products and services is Gordian’s primary business. Our teams have extensive experience in all areas of consulting, planning, construction, information management systems, database administration, construction cost data, estimating, training, project management, operations, and maintenance. No sub-consultants will be assigned to the project.

3. Qualifications





County of Santa Barbara: General Services  
**Capital Division**

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### Senior Management Team

**Lotta Bager, Chief Operations Officer**, oversees JOC operations staff, including Regional Directors and their Program Management teams. She guides client management and staffing and ensures that critical communications and best practices are incorporated throughout the regional teams. She joined Gordian in May 2025, bringing over 20 years of global leadership and operational experience.

**Jo Medelman, Vice President of Operations, West**, is responsible for overseeing all JOC operations staff operating in the Western US and Canada, including our Regional Directors and their Customer Delivery teams. She provides guidance to the Regional Directors on client management, staffing, and ensuring critical communications and best practices are incorporated throughout the regional teams. Ms. Medelman has been with Gordian for 14 years, as well as 30 years in the construction industry. She has substantial experience developing, implementing, and managing JOC programs across all types of state and local agencies.

**Matthew Bausher, Chief Customer Officer**, leads the Program Design & Contracts, Contractor Engagement, and Customer Retention and Expansion teams, focusing on satisfying and providing additional value to Gordian's customers. He has 15+ years of experience delivering exceptional value and service within Gordian's suite of services.

The Software, Data Development, and Product teams are led by **Chris Gaudreau, Chief Technology Officer and Chief Product Officer**, and **Seth Gregorie, Chief Technology Officer**. Mr. Gaudreau drives the strategic roadmap, developing innovative technology solutions, data insights, and procurement workflow tools. He has nearly two decades of experience in the construction information industry and has been with Gordian for four years. Mr. Gregorie has been at Gordian for more than two years and has a background in Artificial Intelligence (AI) and engineering, and leads our development teams, setting the product technology strategy and overseeing the product portfolio, roadmap, and delivery.

### Contractor Engagement

The Contractor Engagement team is led by **Rebecca Cink, Director, Construction Strategy**. The Contractor Engagement team is responsible for contractor outreach, onboarding, and ongoing enablement to help contractors reach their fullest potential. Ms. Cink joined Gordian in 2024 with a background in construction, and she comes to Gordian with 10 years of experience with Turner Construction and 3 years with Fluke Electronics. Her team has successfully engaged with California public agencies over the past 5 years to help with contractor outreach and engagement specific to the success of their JOC program operations.

She is supported by **Mary-Neil Jackson, Sr. Manager, Contractor Engagement**, and **Kellie Erickson, Contractor Engagement Manager**. Ms. Jackson has been with Gordian for over ten years and is responsible for creating and executing strategic initiatives intended to attract new contractors to our JOC programs and educate them on the JOC process. Ms. Erickson, with Gordian for over ten years, is responsible for ensuring Gordian is inclusive in the contractor outreach process by leveraging relationships both the client and Gordian have established at local levels with diverse contractor associations and professional development groups.

### Software, Data Development, and Product

**Ian Carrick, Senior Director, Data Engineering**, manages software development and plays a significant role in delivering innovation. **Monique Law, Director, AI and Data Development**, has been with Gordian for over eight years and leads dozens of engineers, cost estimators, and cost researchers responsible for ensuring our construction cost database is the most comprehensive, accurate, and up-to-date cost



County of Santa Barbara: General Services  
Capital Division

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database in the market. Loading of RSMMeans is led by **Matthew Doheny, Senior Manager, Data Research**. The Construction Task Catalog team, which includes **John Melin** and **Paul Cowan**, is responsible for the compilation of our customized Construction Task Catalogs.

Program Design & Contracts

The Program Design & Contracts Team is led by **Caitlin Bower, Senior Director Procurement Operations**. She is supported by **Nate Tillman, Senior Manager Program Development**, and **Shonna Ybarra, Program Implementation Manager**. This team manages the creation of Customized Bid Documents, Contracts, and Execution Procedures, and drafting advertisements for bids and award letters.

Customer Retention and Expansion

**Bill Duff** leads our **Customer Retention and Expansion** team, consisting of 12 team members available to assist with any customer issues, including product installations, user access, defect escalation and tracking, and new release guidance. Mr. Duff has been a member of the Gordian management team for over five years.

Customer Engagement

**Randy Horn, Customer Engagement Manager for the Western Region**, has over 20 years of construction and business management experience, including more than 12 years at Gordian. He supports customers with technical guidance, usage analysis, and strategies to optimize JOC programs. His experience spans major public sector clients such as Los Angeles County, California State University, and the City of Fresno. Randy holds PMP and CPA credentials, a B.S. in Business/Accounting from USC, an MBA in Finance from UCLA Anderson, and a Construction Management Certificate from UCLA.

Regional Team Members

The regional team members include:

**Maria Martinez, Regional Director**, leads the local team. Ms. Martinez is responsible for JOC client management and consulting services in Southern California for various government and public agencies. She is instrumental in managing her team of Area and Account Managers and is responsible for maintaining client relationships at a high level, supporting new client start-ups, budgets, process improvement, and procedure development. She has over 23 years of industry experience and has been with Gordian for nearly nine years. Her JOC experience includes working extensively with the County of Santa Barbara; County of San Luis Obispo, Department of Public Works and Airports; LA County Department of Public Works (DPW), Internal Services Department (ISD), Parks & Recreation, and County Development Authority (LACDA); San Bernardino County; Riverside County Facilities Management and Sheriff's Department; Orange County Public Works, Sheriff's Department, Construction Management group and John Wayne Airport; and Kern County. Ms. Martinez's resume has been provided below.

**Mike Morales, Account Manager**, has provided support services to the County for the past three years. He communicates with the County to ensure JOC products and services are implemented and properly carried out. He conducts pre-bid presentations, assists with training staff and contractors in using Gordian Cloud JOC IMS, develops Job Orders, reviews contractor proposals, and responds to questions from both the County and contractors on all aspects of the JOC process. Mr. Morales has 19+ years of industry experience and has been with Gordian for over three years. His JOC experience includes the County of Santa Barbara, the City of Santa Barbara, the County of San Luis Obispo, the County of San Luis Obispo- Airports, and Kern County. Mr. Morales' resume has been provided below.



County of Santa Barbara: General Services  
Capital Division

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**Mark Persico, Customer Relationship Manager**, focuses on building and maintaining a strong relationship with the County. He will continue to ensure the County’s satisfaction, drive program success, and identify growth opportunities. Mr. Persico has 25 years of local government experience and three and a half years of JOC experience as an Account Manager. His JOC experience includes the Orange County Sheriff’s Department, Orange County Public Works, and Los Angeles Unified School District.



**Maria Martinez**  
Regional Director—PacSouth

Ms. Martinez is responsible for JOC client management and consulting services in Southern California for various government and public agencies and is instrumental in managing her team of Area and Account Managers for her region.

<b>23+</b>	Years of Project Management Experience	<b>8+</b>	Years with Gordian
------------	--	-----------	--------------------

**Education**

- B.A., Spanish, University of California at Riverside
- B.S., Environmental Engineering, University of California at Riverside
- M.S., Civil and Environmental Engineering, Stanford University

**Professional Experience**

**Gordian**

- Previously served as Senior Account Manager for Gordian with direct responsibilities with clients in the Inland Empire, Riverside County, Orange County, and the University of California, Irvine. Provided job order development and construction management services on an as-needed basis, including coordinating and administering joint scope meetings, preparing detailed scope of work, resolving issues with project plans, issuance of RFPs, handling price proposals, and performing proposal reviews as well. Provided training and education to clients and contractors on the JOC process and use of the Gordian software platforms.

**Pueblo Construction, Inc.**

- As the Monterey Office Manager and Project Manager, Ms. Martinez executed public works projects for school districts, universities, colleges, counties, and the Department of Defense agencies in Central and Northern California. She managed Pueblo’s JOC program with the County of Monterey and supervised a local workforce of 15 employees for general contracting and roofing projects, ensuring productivity and conformance with corporate office policies and goals.



County of Santa Barbara: General Services  
Capital Division





## Mike Morales

### Account Manager, PacSouth

With 19 years of expertise in Construction Quality Control, Project Estimation, and Project Management, Mr. Morales has a diverse background that includes five years in commercial construction, two years in heavy civil construction, nine years of geotechnical and special inspection management and field work, and three years of Job Order Contracting management experience.

**19+** | Year in Industry

**3+** | Years with Gordian

**Certifications and Affiliations**

- Special Inspector, Fire Proofing
- Concrete Field-Testing Technician – Grade 1
- Caltrans Field Testing Technician
- Special Inspector – General Requirements
- Procore Certified: Project Manager (Core tools)
- Bluebeam Efficient

**Education**

- Construction Management, California State University, Fresno, CA
- Associate's degree, Liberal Arts and Sciences, Allan Hancock College, Santa Maria, CA

**Professional Experience**

**Gordian**

- As an Account Manager, Mr. Morales provides support and training for Job Order Contracting (JOC) products and services to clients within PacSouth, helping clients maximize efficiency, optimize cost savings, and enhance construction quality. This includes preparing and maintaining schedules to achieve procurement objectives within specified timeframes, implementing project procedures from identification through construction execution for various Job Orders.

**Earth Systems**

- Mr. Morales was a Project Manager responsible for overseeing projects and clients to ensure plans were completed safely, on time, and within scope and budget. Mr. Morales ensured projects were completed per contracted scope, managing resources, scheduling, budgets, and forecasts, while coordinating with external vendors, subcontractors, or contractors.

**J.W. Design & Construction, Inc.**

- As a Project Manager, Mr. Morales reviewed plans and specifications to understand the full scope and scheduling requirements for subcontractors, materials, and labor, ensuring a comprehensive knowledge of project documents. This included developing and maintaining the overall project schedule.



County of Santa Barbara: General Services  
Capital Division



## 4. Experience of Proposer



With over 35 years of experience and more than 1,200 public agency clients—including 63 active JOC programs across California—Gordian brings unmatched expertise in designing, implementing, and supporting Job Order Contracting programs that meet the unique needs of counties. Our award-winning solutions, trusted by cities, counties, school districts, and state agencies nationwide, ensure efficient, compliant, and cost-effective project delivery.

A narrative of the Proposer's qualifying background and experience with public or government JOC Programs of similar type and size as described in this RFQ/P.

### Qualifying Background

Gordian is the industry leader in Job Order Contracting (JOC). Gordian's founder, Harry H. Mellon, created JOC in 1981 to tackle the demanding requirements, tight timeframes, and stringent competitive bidding requirements at U.S. Army facilities in Europe. The purpose of JOC was to simplify the process of completing routine and straightforward projects.

### Experience with Public and Government JOC Programs

Gordian has continually provided JOC services and products to public and government facility Owners since our incorporation in 1990. Our JOC programs help Owners control and fast-track their construction repairs and alterations. Across North America, over 1,200 organizations and 500 cities, counties, and towns rely on Gordian to create, manage, maintain, and support their JOC programs, driving critical construction projects for communities.

Nearly all of Gordian's Job Order Contracting (JOC) clients are government agencies. In fact, Gordian pioneered the JOC model specifically to help public sector organizations streamline construction procurement, increase operational efficiency, and reduce costs.

For 35 years, Gordian has delivered JOC solutions to government agencies of all sizes and scopes across the United States. Our clients span the Federal, State, and Local levels, as well as the K-12, Higher Education, and Healthcare sectors.

### California JOC Experience

Gordian has 63 existing operational JOC programs in California, plus three regional statewide programs for the California State University, University of California (UC), including UC Santa Barbara, and an IDIQ Cooperative that has served 100+ public agencies throughout the state.

Gordian works with the following organizations across California—Contra Costa County Department of Public Works, City of Long Beach, County of San Mateo, LA County DPW, LA County Internal Services Department, LA County Development Authority, Riverside County Sheriff's Department, Sacramento County, San Bernardino County, San Joaquin County General Services, Riverside County Facilities Management, Riverside County Sheriff's Department, Orange County PW, Orange County Sheriff's Department, John Wayne Airport, San Luis Obispo County Public Works and Airports Departments, and Santa Clara County.

County Project No. 25000

County of Santa Barbara

4. Experience of Proposer





County of Santa Barbara: General Services  
**Capital Division**

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All programs in California, except for Stanford University, are public agencies, so 62 programs represented by Gordian JOC services are public agencies. Gordian has worked with clients to tailor the JOC program to fit their needs.

Programs of a Similar Type

Individual program descriptions, including program scope, project types, sizes, breadth of JOC contractors involved, number of internal agencies utilizing the program are encouraged.

Like the County, the clients listed below engaged Gordian to deliver a comprehensive JOC solution. This includes our proprietary JOC IMS with proposal preparation tools, customized CTC, tailored Technical Specifications, and development of Contract Terms, General Conditions, and Bid Documents. We also provide Execution Procedures for program administration, marketing, and procurement support, and full implementation assistance, training, and technical support for both client and contractor staff throughout the contract term. Program narratives and references for these clients are included in **Section 7: References for Past Performance**.

Riverside County Sheriff's Department (RCSD)

- **Program Scope.** RCSD launched its JOC program in 2021 to reduce construction project timelines, improve procurement efficiency, and increase the number of projects executed. RCSD has completed 103 job orders with an average size of \$311K.
- **Total Construction Value.** \$32M+ of construction completed to date.
- **Project Types.** Generator and Uninterrupted Power Supply (UPS) replacements, roofing and heating, ventilation, and air conditioning (HVAC) upgrades, facility renovations, storefront and window replacements, lobby remodels, painting, flooring, lighting, mini-split installations, closed-circuit television (CCTV) system updates, restroom remodels, fencing, stucco repairs, , paving and parking lot repairs, erosion control, soil mitigation, and other improvements.
- **Number of internal agencies utilizing the program.** Seven, including Coroner's Facility, Court Services Facilities, Detention Centers, Public Administrator Facility, Sheriff Stations, Training Facilities, and Remote Communication Facilities.
- **Breadth of contractors.** The first slate of JOC contracts, which started in 2021, consisted of 10 three-year, best-value awarded contracts, of which five were for general construction contractors, three for mechanical contractors, and two for electrical contractors. The second slate of contracts, which started in 2024 and is in its second year, consists of 17 three-year, best-value awarded contracts, eight relating to general construction, six to mechanical, two to roofing, and one to low-voltage.

San Luis Obispo County (SLO) Department of Public Works

- **Program Scope.** The SLO County Public Works Department launched its JOC program in 2000 to streamline the delivery of construction and maintenance projects across a wide range of infrastructure types. Between 2022-2025, the County has completed 218 job orders with an average size of \$134,000.
- **Total Construction Value.** \$63M+ of construction completed to date.
- **Project Types.** Restroom ADA upgrades, restroom renovations, seismic retrofits, roof replacements, HVAC replacements, parking lot paving, fire alarm upgrades, boiler replacements, park playground renovations, carpet replacements, swimming pool, tennis court and ballfield repairs, electrical repairs, lighting upgrades, cabinet and counter replacements, and shade structure installation.



County of Santa Barbara: General Services  
**Capital Division**

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Projects have been completed at fire stations, parks, libraries, jails, and County administrative offices for various County departments.

- **Number of internal agencies utilizing the program.** Three (3): Public Works, Utilities, and Airports
- **Breadth of Contractors.** In recent years, San Luis Obispo County has expanded its JOC program, currently consisting of four general contractors for building/facilities maintenance and roads/ utility infrastructure and two general contractors for airport infrastructure for a total of six contractors. Between 2016 and 2022, the number of JOC contract holders fluctuated between two and three general construction JOC contractors.

Los Angeles Unified School District (LAUSD)

- **Program Scope.** The focus of the JOC program, launched in 2004, is for the repair and renovation of existing and new LAUSD School sites, with an average project size ranging from \$100,000 to \$130,000. However, projects have been as large as \$1,277,000.
- **Total Construction Value.** \$1.1B+ of construction completed to date.
- **Project Types.** Americans with Disabilities Act (ADA) upgrades, data and hardware replacements, fencing, public address (PA) and security systems, motion sensors, soil and sewer mitigation, playground and signage work, asphalt and drainage repairs, abatement, HVAC and fire systems, electrical upgrades, modular removals, and various facility renovations.
- **Number of internal agencies utilizing the program.** Five, including the Project Services Team (PST), Information Technology Services (ITS), Relocatable Housing Unit (RHU), Project Execution Group (PEX), and the Facilities Environmental Technical Unit (FETU).
- **Breadth of Contractors.** Over the past three years, LAUSD has awarded, on average, 24 different contractors a JOC contract. Of the 16 contractors with current/active contracts, 14 have had JOC contracts with the District in the past.

Los Angeles County, Internal Services Department (LAISD)

- **Program Scope.** To streamline project delivery, LAISD has used JOC since June 1995, enabling faster execution of maintenance, repair, and renovation projects as a cornerstone of its infrastructure strategy. The average project size for LAISD since 2010 is \$253,125.
- **Total Construction Value.** \$440 million completed since 2010.
- **Project Types.** Restroom, flooring, roofing, and siding renovations; ADA and abatement work; water and ceiling repairs; CCTV, HVAC, lighting, and electrical upgrades; painting, boiler and sewer repairs; window, door, and cabinet replacements; tank and guardrail installations; drinking fountain and A/V system upgrades; and other facility improvements.
- **Number of internal agencies utilizing the program.** LAISD delivers JOC projects for all LA County departments, including Probation, Health Services, Fire, Sheriff's, Parks & Recreation, and Libraries.
- **Breadth of contractors.** Currently, LAISD has nine active traditional one-year JOC contracts expiring between January–May 2026 for general construction (2), roofing (2), mechanical (2), electrical (2), and general engineering (1) trades, and two best-value, three-year general construction contracts with a final expiration date of May 2026. Three unique contractors hold all 11 active contracts. In 2024, LAISD awarded 19 JOC contracts to three unique contractors in the disciplines of mechanical (5), general construction (11), electrical (2) and flooring (1), while in 2023 they awarded 29 JOC contracts to nine unique contractors in the disciplines of general construction (8), flooring (1), electrical (5), mechanical (4), plumbing (3), roofing (4), abatement (1), general engineering (2), and low voltage (1).

County Project No. 25000

County of Santa Barbara



## 5. Understanding of and Approach to the Job Order Contract Program



Led by experienced local personnel, Gordian's team delivers end-to-end support—from contract development to Job Order close-out—ensuring the County's JOC program runs efficiently, transparently, and in full alignment with County goals.

Provide a detailed description of your approach for providing services to administer and support the County's JOC program. This should include, but not be limited to, the following:

### Roles of Key Personnel

Describe the roles of key personnel who will be assigned to provide services under the Contract.

The County's JOC program will be led by Maria Martinez, Regional Director, and Mike Morales, Account Manager. Ms. Martinez oversees overall program development, implementation, and communication with County stakeholders. Mr. Morales, reporting to Ms. Martinez, manages day-to-day operations, including procurement, outreach, and technical support, ensuring effective execution and continuous support of the County's JOC program.

### JOC Program Approach—Gordian's JOC Solutions

How will the Contractor conduct specific major tasks and prepare anticipated deliverables, including a. Preparation of JOC contract documents, b. Advertise and award, c. Tracking of JOC Job Orders d. Coordination of Notices to Proceed (NTP), and e. Job Order Close-Out.

#### 1. Job Order Contracting System and Technical Support Services

The County's JOC program has been successfully developed and implemented, with foundational structures, procedures, and support systems in place. Gordian will continue providing the software, data, and technical support cited in RFQ/P Scope of Work, to include Contract Documents—the Unit Price Book, Technical Specifications, Contract Terms and Conditions, and Bid Forms—an Information Management System, and Procurement Support. These components are summarized below:

- **Preparation of JOC Contract Documents.** Gordian developed the JOC Contract, General Conditions, Bid Documents, Technical Specifications, and a customized CTC. Supported by a team of over 50 data scientists and construction experts, Gordian invests 22,000 labor hours annually to maintain and update a database of more than 275,000 line items reflecting regional and local material and labor costs.
- **Procurement Support—Advertise and Award Notices.** Gordian promoted the JOC program by educating internal County staff, conducting pre-bid seminars for contractors, and supporting contract procurement. Once bid documents were finalized, contracts were advertised through standard public channels. Gordian also assisted with drafting the advertisement and pre-bid meeting agenda. Gordian believes in supporting both owners and contractors to ensure success of the JOC Program.
- **Conduct Staff & Contractor Training.** Gordian developed and conducted a hands-on comprehensive JOC training program for County and JOC construction contractor staff that includes different course





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modules that provide specialized training. We ensure that each of your project managers can correctly and efficiently develop Job Orders and manage the construction work according to your Execution Procedures. The Gordian Account Manager manages the JOC process for the County utilizing our specialized IMS.

- **On-going Support and Maintenance.** Gordian provides ongoing technical support, including JOC program updates, contract implementation, and software support. Updates involve providing the County with updated Contract Documents, monitoring changes, recommending improvements, developing pre-award criteria, and customizing the JOC process.
- **Provide an Account Manager.** Mike Morales, Account Manager, will continue to support the County's JOC program. He reports directly to the County and is available to assist with any JOC-related issues.
- **Establish JOC Program Guidelines.** Gordian established the structure of the County's JOC program, including the development of County-specific Execution Procedures. These procedures define the program's framework—such as regional bidding zones, the number of contracts per region, and a standardized process for project execution across all areas.
- **JOC Management Applications.** Gordian manages the web-based JOC System for the County, including data entry and updates to the JOC IMS and CTC with localized current prices for over 275,000 construction tasks. Gordian commits to semi-annual updates of the CTC to ensure pricing remains current and accurate. These updates are driven by continuous cost tracking and are tailored to each new JOC solicitation. The JOC IMS system tracks Job Orders and generates key JOC documents—such as cost estimates, contractor Price Proposals, Job Orders, Notices to Proceed and management reports. County-specific reports and forms are incorporated as needed. Purpose-built for JOC, the IMS ensures process control, auditability, and full financial transparency.

2. Job Order Development Services

Gordian's structured Job Order Development process ensures each project is scoped accurately, priced competitively, and executed efficiently. Led by experienced Account Managers, this process maintains transparency, cost control, and compliance from start to finish.

- **Project Identification and Selection of JOC as a Procurement Method.** A Gordian Account Manager reviews project details to ensure the identified project is a viable candidate for JOC, following the County policies and the requirements of the California Public Contract Code.
- **Contractor Identification.** In the event the County has multiple JOC contractors, we provide the County with recommendations on awarding individual JOC projects, guiding the selection process with a focus on matching the right contractor to each project. Our criteria include the nature of the work, project location, and other key factors like the contractor's available capacity, current workload, and past performance, ensuring that each selection is well-justified and documented.
- **Joint Scope Meeting.** Once a JOC Contractor is selected, a Gordian Account Manager promptly schedules a Joint Scope Meeting at the project site. This meeting aligns the County and contractor on project details, verifies contractor measurements, and encourages open discussion to prevent misunderstandings and costly change orders. It also fosters collaborative, cost-effective solutions. During the meeting, the Account Manager ensures key goals are set and essential topics are addressed:
  - Set expectations and explain the five-step Job Order development process
  - Discuss the work to be performed and review project drawings
  - Discuss the construction schedule and work hours, including critical milestones and phasing requirements



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- Indicate the presence of any hazardous materials
  - Identify any required permits
  - Identify any long lead time items
  - Establish a protocol for workers entering the site
  - Identify staging areas and any area off-limits to workers
  - Identify any necessary controlled inspections and testing requirements
  - Submit any value engineering suggestions
  - Discuss and establish the organization of the Price Proposal—CSI, by floor, by room, by construction phase, etc.
  - Establish the due date for submission of the Detailed Scope of Work and Price Proposal
- **Develop a Detailed Scope of Work.** If there are:
    - No drawings and specifications issued for the project, Gordian prepares detailed Joint Scope Meeting notes and, if needed, assists the contractors in preparing the Detailed Scope of Work following the County's requested project scope.
    - Drawings and specifications, Gordian reviews the documents with the JOC contractor and raises any issues or concerns.

The drawings and specifications serve as the Detailed Scope of Work, along with any documentation or details that result from the Joint Scope Meeting or ensuing scoping process. Gordian coordinates and combines all this information to produce a final Detailed Scope of Work for inclusion in the work order package.

- **Prepare the Price Proposal.** The JOC contractor prepares and submits a Price Proposal by selecting the appropriate tasks from the CTC. Our JOC IMS automatically calculates 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 also prepares additional County-required information (e.g., construction schedule, list of proposed local subcontractors, etc.) and submits it along with their price proposal.
- **Price Proposal Review.** The Gordian Account Manager reviews the contractor's price proposal, following our strict procedures for reviewing each Price Proposal.

For each **pre-priced task**, the following confirmations are made:

- The selected task is necessary and required to accomplish the work.
- The selected task is the most appropriate one available in the CTC for the required item of work.
- The correct quantities have been entered based on the project documents and Detailed Scope of Work.
- The correct Adjustment Factor has been entered.

For each **non-pre-priced task**, the following confirmations are made:

- It is a required task to accomplish the work.
- No pre-priced construction task is available to accomplish the work.
- No pre-priced construction task is available that covers a portion of the work, such as labor or materials.
- The labor hours for self-performed work are priced using the CTC. These hours are not included in the non-pre-priced task unless the labor classification is not listed in the CTC.
- The required backup documentation has been submitted, including:



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professional construction cost estimators will provide project estimating services, on JOC and non-JOC projects, consisting of building rough order of magnitude estimates, using national construction cost data, from stated scopes and/or construction drawings.

### Project Budgeting and Planning Services

Gordian offers flexible, on-demand support for project budgeting and planning, including pre-construction, bidding, and construction supervision. These services are available as needed to meet all requirements outlined in Section 4.0 Scope of Work of the RFQ/P. No other firm matches Gordian's depth of experience, expertise, and resources dedicated to JOC program success. With Gordian, the County receives best-in-class service and deliverables to ensure continued program excellence.

### Project Team Assignment, Management, and Coordination

**Assignment of work within the Proposer's project team, management of project team, and how the team will coordinate with the County.**

Regional Director Maria Martinez will continue overseeing the overall management of the County's JOC program, providing strategic direction, supervising the project team, and serving as the primary liaison with County leadership and stakeholders. Mike Morales, as Lead Account Manager, will continue managing day-to-day operations, including Job Order development, contractor coordination, and technical support. He ensures seamless communication and collaboration with County staff, while escalating key issues and updates to Ms. Martinez for resolution and alignment. Departure or reassignment of, or substitution for, any member of the proposed program team will not be made without the prior written approval of the County in each instance.

**Ability to provide additional team members if requested to do so by the County.**

Gordian will provide additional team members, as needed or requested by the County, depending upon the volume of construction procured by the County. Mike Morales will continue to directly manage and train any new Gordian account management staff brought on to support the County's JOC program.

### Processes and Measures

**Processes/measures for controlling cost and schedule, tracking delivery/performance, and maximizing Quality Assurance/Quality Control (QA/QC).**

Gordian's JOC solution integrates structured workflows and advanced technology, including:

- **Cost and Schedule Control.** Job Orders are developed by trained Account Managers using Gordian's 275,000+ line-item CTC, historical benchmarking, and real-time pricing via the Gordian Cloud platform to ensure accuracy and efficiency from the start.
- **Delivery/Performance Tracking.** Program delivery is monitored through KPIs, semi-annual contract audits, and rigorous software testing protocols to maintain compliance and system reliability.
- **Quality Assurance/Quality Control (QA/QC).** QA/QC is enforced through proactive peer and end-user reviews, formal corrective actions, oversight by Regional Directors, and software integrity checks.

This integrated approach ensures precise cost management, schedule adherence, and consistent delivery of high-quality projects.



## 6. Statement of Availability



Gordian's experienced team—already familiar with the County's program—is fully available and equipped to deliver responsive, high-quality support. Our scalable staffing model ensures continuity, flexibility, and immediate readiness to meet the County's evolving needs.

Provide a narrative of Proposer staffing size, current Proposer workload, and with consideration of the Proposer's current projects, confirm the Proposer's ability to perform the Services as described herein.

As the County's JOC partner for the past 10 years, Gordian has met and will continue to meet the County's evolving priorities, including providing additional staff resources as needed. Our staffing model, workload awareness, and operational readiness ensure uninterrupted, high-quality service delivery to the County.

With a staff exceeding 1,000 employees, including 110 sales professionals and 370 JOC professionals nationwide, Gordian is uniquely positioned to continue to support the County of Santa Barbara's JOC program with the scale, expertise, and responsiveness required.

Our dedicated core team of project managers, estimators, and procurement specialists brings deep experience with the County's JOC program and a thorough understanding of its objectives, workflows, and compliance requirements.

We proactively monitor project pipelines and capital forecasts to anticipate staffing needs and adjust our workforce accordingly. Cross-training among team members ensures service continuity and operational agility, even during peak demand or staff transitions.

Gordian's financial strength allows us to retain key personnel during low-volume periods, ensuring readiness when project activity increases. We also invest in continuous training and performance monitoring to maintain a high-performing team aligned with the industry's best practices.

Gordian affirms that we have no existing or potential commitments that would impact our ability to perform under a new County contract, if awarded. This proposal is valid for 180 days from the date of the RFQ/P opening.

6. Statement of Availability





## 7. References for Past Performance

Provide a list of past performance and service for a minimum of three (3) similar public entities for which your firm is currently providing JOC program administration services. Include the name of the similar entity, contact person, title, address, telephone number, email address as well as the contact person's role in the program and which of the Proposer's staff participated and their roles. For each reference listed, submit a brief summary of the scope of the services provided.

Riverside County Sheriff's Department (RCSD)

<b>Objective.</b> Implement Gordian's Job Order Contracting (JOC) solution to accelerate construction project delivery.		
<b>Start Date.</b> October 2021- Ongoing <b>Status.</b> Fully Operational	<b>Scope of Services Provided</b> <ul style="list-style-type: none"> <li>JOC Program Implementation</li> <li>Job Order Development Support</li> </ul>	<b>Total Contracts to Date.</b> 27, 3-year Best Value JOC contracts <b>Projects Completed.</b> 103 <b>Total Construction Value.</b> \$32M
<b>Contract Structure</b> <ul style="list-style-type: none"> <li>Max Job Order. \$4.5M</li> <li>Max Contract Value. \$4.5 M/year; \$13.5M over 3 years</li> <li>Average Job Order Amount: \$311K</li> </ul>	<b>Contact</b> Remon Tadrous Director, Project Management Riverside County Sheriff's Department 3403 10th St., Ste. 500, Riverside, CA 92501 951.955.5951 rtadrous@riversidesheriff.org  <b>Role in the Program</b> Responsible for establishing JOC program. Oversaw JOC projects while growing the Project Management Office at RCSD. Currently oversees the use of the JOC program by County personnel.	<b>Gordian Staff Who Participated and Their Role in the Program</b> Maria Martinez, Regional Director

7. References for Past Performance





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Los Angeles Unified School District (LAUSD)

<p><b>Objective.</b> Develop and implement a district-wide JOC program, serving 1,438 schools, for the repair and renovation of existing and new LAUSD school sites.</p>		
<p><b>Start Date.</b> October 2004-Ongoing  <b>Status.</b> Fully Operational</p>	<p><b>Scope of Services Provided</b></p> <ul style="list-style-type: none"> <li>JOC Program Development, Implementation, and Support</li> </ul>	<p><b>Projects Completed.</b> 11,256  <b>Total Construction Value.</b> \$1.1B+  <b>Procurement Time Reduction.</b> 91%</p>
<p><b>Contract Structure</b></p> <ul style="list-style-type: none"> <li>Max Job Order. <b>\$1,783,000</b></li> <li>Max Contract Value. \$8.37M/year; \$16.73M over 3 years</li> <li>Average Project Size. \$100K-\$130K (up to \$1,277,000)</li> </ul>	<p><b>Contact</b>                  Gayane Stepanyan, Assist. Contract Admin. Manager                  333 South Beaudry Avenue, 28<sup>th</sup> Floor, Los Angeles, CA 90017                  gayane.stepanyan@lausd.net                  213.241.3144  <b>Role in the program.</b> Oversees the JOC program and District's JOC Unit Specialists.</p>	<p><b>Gordian Staff Who Participated and Their Role in the Program</b></p> <ul style="list-style-type: none"> <li>Maria Martinez: Regional Director</li> <li>Mark Persico: Customer Relationship Manager, previous involvement as an Account Manager</li> </ul>

San Luis Obispo County Public Works

<p><b>Objective.</b> Implement and support a JOC program to streamline public works department construction and infrastructure projects.</p>		
<p><b>Start Date.</b> September 2000-Ongoing  <b>Status.</b> Fully Operational</p>	<p><b>Scope of Services Provided</b></p> <ul style="list-style-type: none"> <li>JOC Program Implementation</li> <li>JOC Complete Services (scope meetings, pricing review, NTP coordination)</li> <li>Construction Management Support</li> </ul>	<p><b>Annual Construction Capacity.</b> \$23.2M  <b>Total Construction Value.</b> \$63.6M+</p>
<p><b>Contract Structure</b></p> <ul style="list-style-type: none"> <li>Four general contractors for building/facility maintenance and roads/utilities</li> <li>Two general contractors for airport infrastructure</li> </ul>	<p><b>Contact</b>                  Jeff Lee, Division Manager, Public Works                  1055 Monterey Street                  San Luis Obispo, CA 93408                  jlee@co.slo.ca.us                  805.781.1043  <b>Role in the program.</b> Oversees the JOC program and the County PMs that utilize it.</p>	<p><b>Gordian Staff Who Participated and Their Role in the Program</b></p> <ul style="list-style-type: none"> <li>Maria Martinez: Regional Director</li> <li>Mike Morales: Account Manager</li> </ul>



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Los Angeles County, Internal Services Department (LAISD)

<p>Objective. Develop and maintain a fully operational JOC system to manage construction and maintenance for 45.5+ million square feet of County-owned and leased space. Gordian provides ongoing support for project execution, including emergency and deferred maintenance work.</p>		
<p><b>Start Date.</b> June 1995 - Ongoing  <b>Status.</b> Fully Operational</p>	<p><b>Scope of Services Provided.</b></p> <ul style="list-style-type: none"> <li>JOC Program Development, Implementation, and Support</li> </ul>	<p><b>Projects Completed.</b> 3,700 since 2010  <b>Total Construction Value.</b> \$440 million since 2010  <b>Procurement Time Reduction.</b> 19% in average project procurement time  <b>Project Cost Reduction.</b> 8.5% in average project cost</p>
<p><b>Contract Structure</b>                  One-Year Traditional and Three-Year Best Value JOC Contracts Awarded                  Traditional JOC Maximum Value: \$5.7M                  Best Value JOC Maximum Value: \$1M/year, \$3M over 3 years</p>	<p><b>Contact</b>                  Michael Eugene, General Manager, Operations Services, Internal Services Department                  1100 N. Eastern Avenue                  Los Angeles, CA 90063                  meugene@isd.lacounty.gov                  323.267.2107</p> <p><b>Role in the program</b>                  Oversees the Program and Project Management team within the Operations Service division of LAISD. This division uses the JOC program for project delivery of various County departments.</p>	<p><b>Gordian Staff Who Participated and Their Role in the Program</b>                  Maria Martinez, Regional Director</p>



## 8. Deliverables

 Gordian ensures seamless delivery of all required project deliverables in County-specified formats, supporting collaboration, compliance, and efficient data management across every phase of your JOC program.

**Describe Proposer's ability to provide deliverables in the required formats:**

Gordian is fully equipped to support the County of Santa Barbara's requirements across a wide range of deliverables and platforms:

**a. CADD drawings in AutoCAD (version).**

While Gordian does not currently support the direct uploading or creation of CADD drawings (e.g., AutoCAD), these files can be converted to PDF format and uploaded into the JOC system for easy storage and retrieval.

**b. Word documents in Microsoft Word.**

Bid documents, general conditions, and other JOC contract materials are developed collaboratively with County personnel using Microsoft Word, part of the Office 365 suite used companywide.

**c. Spreadsheets in Microsoft Excel.**

The JOC IMS supports exporting reports and forms in Excel format, among others, enabling flexible data handling and analysis.

**d. Schedules in Microsoft Project.**

Project-based schedules for development, implementation, and ongoing support of the JOC program are created, revised, and maintained using Microsoft Project.

**e. Databases as necessary for compiling, storing and accessing the Project records in a commonly available format.**

The JOC IMS can export project data in standard database formats such as Microsoft Access, ensuring compatibility with commonly available systems.

**f. Bluebeam and BIM**

While Gordian's IMS does not currently integrate with Bluebeam or BIM files, related documents can be converted to PDF and managed within the JOC system.

Additionally, Gordian's team is well-versed in remote collaboration tools, including Microsoft Teams, Zoom, and Go-To-Meeting, and has developed best practices for conducting remote kickoff meetings, pre-bids, and other client-facing events.





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## 9. Cost Proposal

Gordian's Cost Proposal has been submitted as a separate attachment, as required, clearly marked with our company name and the name of this Project and identified as "Sealed Cost Proposal."

9. Cost Proposal





## 10. Required Statements

Include statements of assurance regarding the following requirements:

**Non-substitution for the designated members of the proposed staff members and sub-consultants without prior approval by the County.**

Gordian agrees that it will not replace proposed key staff members Maria Martinez and/or Mike Morales without prior notification to the County. County approval shall not be unreasonably withheld, and in the event of a key staff member's unavailability due to promotion, relocation, termination, or illness, prior approval of the County will not be required.





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**Non-conflict of interest.**

Gordian has no conflict of interest in fulfilling the requirements of the RFQ/P. Gordian warrants and covenants that no official or employee of the County, or any business entity in which an official of The County has an interest, has been employed or retained to solicit or aid in the procuring of the resulting agreement, nor that any such person will be employed in the performance of such agreement without immediate divulgence of such fact to the County. Gordian is not currently committed to another project that would constitute a conflicting interest with the Project defined in this Request for Qualifications and Proposal.

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**Non-collusion affidavit.**

Gordian, as made through its authorized officers, Kris Gorriaran and Angie Michelini, warrants that it is the party making the foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.



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Statement listing of litigation and/or claims related to past projects for the past ten (10) years.

Gordian has no history of litigation or claims related to past projects within the last ten (10) years, nor has Gordian had any contracts terminated for cause.

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**Insurance certificates (as required in the attached Form of Agreement).**

Gordian shall furnish the County with proof of insurance, original certificates, and amendatory endorsements as required by the Professional Services Agreement. The proof of insurance, certificates, and endorsements will be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Gordian's obligation to provide them. Gordian shall furnish evidence of renewal of coverage throughout the term of the Agreement. Gordian acknowledges that the County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.



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Proof of DIR Registration and County Vendor Registration.

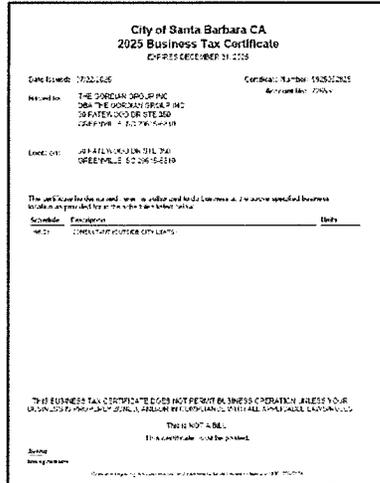
Proof of DIR Registration

Gordian is registered with the State of California, Department of Industrial Relations (DIR) as DIR number PW-LR-1001100732, as shown in the image below. Our registration is valid from July 16, 2025, to June 30, 2026.



Proof of County Vendor Registration

Gordian is registered with the County of Santa Barbara, as evidenced below.



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## Appendix I—Exceptions to the Professional Services Agreement

Proposers are advised to carefully review the attached Form of Agreement. Any proposed or requested alterations to the Form of Agreement must be indicated in redline edits to the Form of Agreement and included in your Proposal in order to be considered by the County, and may affect the evaluation of your Proposal and the relative value to the County of entering into a Contract with you.

Gordian takes exception to the following terms and conditions on the Sample Professional Services Agreement.

Section	Language Excepted	Proposed Language	Rationale
Exhibit A  Scope of Work; Hourly Rates	Entire Exhibit	Please replace Exhibit A with the following:  "The Consultant shall perform all services specified in the Proposal ("Services")."	The scope of work is outlined in Consultant's RFP response.
Exhibit C  Consultant's Compensation	Entire Exhibit	Please replace Exhibit C with the following:  "In consideration for the Services provided by Contractor, the County shall pay the Contractor the applicable fees outlined in the Proposal."	All pricing will be established as outlined in Consultant's RFP response.
Exhibit D  Indemnification	CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments	CONTRACTOR agrees to indemnify, defend and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all third party demands, claims, or actions to the extent arising from Contractor's	Gordian can indemnify the County for any third-party claims to the extent arising from its negligence or willful misconduct.

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Appendix I—Exceptions to the Professional Services Agreement





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Section	Language Excepted	Proposed Language	Rationale
	and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR'S indemnification obligation applies to COUNTY'S active as well as passive negligence but does not apply to COUNTY'S sole negligence or willful misconduct.	negligence or willful misconduct in connection with providing the Services under this Agreement	
Exhibit D  Insurance  4. Contractor's Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions:	Entire Section	For purposes of clarity please remove Subsection 4 in its entirety.	This insurance requirement is not applicable as Gordian is providing software and consulting services.
Exhibit D  Insurance  B. Other Insurance Provisions  2. Primary Coverage	For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary insurance primary coverage at least as broad as ISOCG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, and volunteers. Any	For any claims related to this contract, the CONTRACTOR'S insurance coverage (except for Worker's Compensation) shall be primary insurance primary coverage at least as broad as ISOCG 20 01 04 13 as respects the	Gordian's workers compensation insurance does not provide for primary coverage.



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Section	Language Excepted	Proposed Language	Rationale
	insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.	COUNTY, its officers, officials, employees, and volunteers. Except for Worker's Compensation, any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.	
Exhibit D B. Other Insurance Provisions  3. Notice of Cancellation	Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.	Please replace Subsection 3 with the following:  "The CONTRACTOR shall forward any notice of material change or cancellation from the insurer to the County within 10 days of receipt."	In accordance with industry standards, Gordian's insurers will not directly provide notice of cancellation to an additional insured.
Exhibit D. B. Other Insurance Provisions  5. Deductibles and Self-Insured Retention	Deductibles and Self-Insured Retention – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and	Please replace the subsection with the following:  County acknowledges and agrees the CONTRACTOR's deductibles and self-insured retentions are as follows:  Commercial General Liability \$3,000,000  Auto Liability: \$1,000,000	Please note that as subsidiary of a Fortune 500 company with a market cap over \$25B, our ability to cover these is secure. Higher deductibles/SIR help us maintain reasonable costs for clients.



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Section	Language Excepted	Proposed Language	Rationale
	defense expenses within the retention.	Workers Compensation: \$750,000	
B. Other Insurance Provisions  11. Special Risks or Circumstances	COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.	Please remove Subsection 11.	Gordian cannot agree to this open ended provision given that its insurers and its policies cannot be changed without significant administrative work and financial expense. Gordian requests omission of this provision or an agreement from the County that it will cover any additional costs associated with a requested change.
4.01  Changes in Scope	Entire Section	Please replace Section 4.01 with the following:  "If Owner wishes to cause a change in the Service(s) or Deliverable(s), such change shall not be effective unless and until memorialized in a duly executed Change Order."	Gordian requests that any changes are mutually agreeable and valid only when signed by both parties.
5.03 Consultant's General Responsibilities  E. Submittal of Deliverables	Entire subsection	Please remove Subsection E in its entirety.	Gordian delivers its deliverables and proprietary cost data through its software application, JOC Cloud.
5.03 Consultant's General Responsibilities	Entire subsection	Please remove Subsection F in its entirety.	This subsection is not applicable.

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County of Santa Barbara



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Section	Language Excepted	Proposed Language	Rationale
F. Printing & Reproduction			Gordian delivers its deliverables and proprietary cost data through its software application, JOC Cloud.
10.01 Compensation  2. Consultant's Compensation Schedule	Entire subsection	Please remove Subsection 2 in its entirety.	All pricing is established as outlined in Gordian's RFP response.
10.01 Compensation  4. Prevailing Wages	Entire section	Please remove Subsection 4 in its entirety.	This is not applicable, as Gordian is providing software and consulting services, not construction services.
10.04 Payment  C. Progress Payments	Owner may, in its discretion, adjust any progress payment so that it corresponds with the percentage of completion as reasonably determined by Owner.	Please remove Subsection C in its entirety.	Gordian is providing software and consulting services, so progress billing is not applicable in this context.
10.05 Release of All Claims	A. Prior to final payment hereunder, Consultant must execute and deliver to Owner a release of all claims arising from this Agreement, other than such claims, if any, as may be specifically excepted from the release for the reasons and in the amounts stated in the release.	Please remove this subsection A.	Gordian cannot agree to this as it unfairly limits its ability to address any unresolved issues or disputes that may arise after payment concludes.

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Section	Language Excepted	Proposed Language	Rationale
10.06 Timely Billings	B. Owner has no liability for payment of and has sole discretion to pay or decline payment of, any billings submitted after the expiration of such ninety (90) Day period.	Please remove this subsection B.	Gordian can agree to bill within 90 days; however, it requires payment for all legitimate work performed.
10.07 Consultant's Accounting Records  B. Owner's Auditing Rights	1. Upon service of a written Notice to Consultant, Owner, and persons authorized by Owner, have the right at any reasonable time and place to examine, audit, and make copies of books, records, documents, accounting procedures and practices relating to the performance or administration of this PSA, or affecting any changes or modifications to this PSA.	1. To the extent required by law, upon service of a written Notice to Consultant, Owner, and persons authorized by Owner, have the right at any reasonable time and place to examine, audit, and make copies of books, records, documents, accounting procedures and practices relating to the performance or administration of this PSA, or affecting any changes or modifications to this PSA.	Gordian only permits customer audits to the extent required by law.
11.01 Owner's Rights  A. Termination for Convenience	The Director may, by written notice to Consultant, terminate all or part of this PSA at any time for Owner's convenience. Upon receipt of such notice, Consultant must immediately cease all work hereunder as specified in the notice.	The Director may, by 30 days prior written notice to Consultant, terminate all or part of this PSA at any time for Owner's convenience. Upon receipt of such notice, Consultant must immediately cease all work hereunder as specified in the notice.	Gordian is okay with termination with convenience provided it receives thirty days prior written notice.



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Section	Language Excepted	Proposed Language	Rationale
11.03 Delivery of Documents	A. Upon any termination of this PSA, Consultant shall furnish Owner all documents and Instruments of Service prepared pursuant to this PSA, whether complete or incomplete. Consultant may retain a copy for its records if so provided by Owner in such notice of termination.	A. Except for any materials licensed hereunder, upon any termination of this PSA, Consultant shall furnish Owner all documents and Instruments of Service prepared pursuant to this PSA, whether complete or incomplete. Consultant may retain a copy for its records if so provided by Owner in such notice of termination.	As previously noted, Gordian licenses its proprietary software and data. This revision was made for purposes of clarity.
12.01 Consultant's Questions & Concerns	A. Questions regarding the terms, conditions and Services of this PSA will be decided by the County's Director of General Services, who will furnish the decisions to Consultant in writing within thirty (30) Days after receiving a written request from Consultant.	A. Questions regarding the terms, conditions, and services of this PSA will be resolved through mutual agreement between both parties. If a resolution cannot be reached, the parties may engage in mediation as detailed in Section 12.	Gordian cannot agree to grant unilateral decisions. Any questions or disputes regarding the terms, conditions, and services should be resolved through a mutual agreement process.
13.05 Ownership & Use of Deliverables and Instruments of Service	Entire Section	Consultant shall provide the Services and Deliverables to the County as further outlined in the JOC System License which is attached to this Agreement as Exhibit G and incorporated by reference as if fully set herein.	Gordian provides its proprietary JOC System subject to a license and further outlined in Exhibit F.
13.07 Taxes	A. Consultant shall pay all taxes, levies, duties, and	A. Consultant shall pay all applicable taxes, levies, duties,	Clarified that Consultant will pay all taxes,

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Section	Language Excepted	Proposed Language	Rationale
	assessments of every nature due in connection with any work under this PSA and shall make any and all payroll deductions required by law. Owner shall not be responsible for paying any taxes on Consultant's behalf, and should Owner be required to do so by state, federal, or local taxing agencies, Consultant agrees to promptly reimburse Owner for the full value of such paid taxes plus interest and penalty, if any. Such taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.	and assessments of every nature due in connection with any work provided under this PSA and shall make any and all payroll deductions required by law. Owner shall not be responsible for paying any taxes on Consultant's behalf, and should Owner be required to do so by state, federal, or local taxing agencies, Consultant agrees to promptly reimburse Owner for the full value of such paid taxes plus interest and penalty, if any. Such taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.	levies, duties, and assessments of every nature due in connection with any work provided under the PSA.
Part 16  Order of Precedence	Entire Section	Please add the following after Part 16:  "Notwithstanding any other provisions in this Agreement, Exhibit G shall take precedence over all other parts of the Agreement."	Gordian requires Exhibit E to take precedence, as its JOC System is proprietary software and subject to specific licensing terms.

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Section	Language Excepted	Proposed Language	Rationale
Part 17  Exhibits	Entire Section.	Please add the following to Part 17 A:  "9. JOC System License Exhibit G."	

**EXHIBIT G**

**JOC SYSTEM LICENSE**

Consultant hereby grants to County, and County hereby accepts from Consultant for the term of this Agreement, a non-exclusive right, privilege and license to Consultant'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 Consultant. In the event this Agreement expires or terminates as provided herein, this JOC System License shall terminate and County shall return to Consultant all Proprietary Information in County's possession.

County acknowledges that disclosure of Proprietary Information will result in irreparable harm to Consultant 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 Consultant. County further acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Consultant 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, Consultant shall provide to County all project data generated by County in a form accessible by a standard database program, such as Microsoft® Access®.

Consultant agrees to grant a license to each contractor that is awarded a JOC contract by County, provided the JOC contractor agrees to pay Consultant'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 Consultant'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.

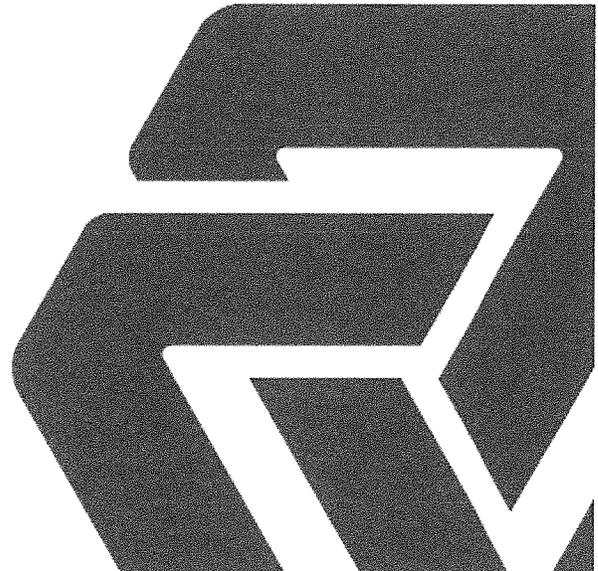
County Project No. 25000

County of Santa Barbara



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**Job Order Contract (JOC) Program  
Administration Service Provider Request for  
Qualifications and Proposal**

**Sealed Cost Proposal**

July 30, 2025

To: **County of Santa Barbara**  
Project No.: **25000**  
From: **The Gordian Group, Inc.**

Point of Contact:  
Maria Martinez, *Regional Director*  
831.760.0770 | [m.martinez@gordian.com](mailto:m.martinez@gordian.com)



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Provide a total cost proposal (including an aggregate maximum not-to-exceed amount) for all Services to be delivered, including a breakdown of costs itemized for each task as defined in the Scope of Work. This Cost Proposal shall encompass the complete proposed program costs for meetings and project expenses for reproduction, postage, mileage, travel time and all related miscellaneous expenses. Also provide an hourly rate schedule for all assigned team members, including hourly rates for participation in public meetings.

Gordian Fees

A significant benefit of Gordian’s approach to providing our JOC solutions is that we do not charge our clients an upfront fee to implement a JOC program. Our contracts are purely performance-based; we do not succeed unless you succeed. Accordingly, there is no risk to the County of Santa Barbara for the development and implementation of a Gordian JOC program since the County is under no obligation to use the program once it is operational. However, we are 100% confident that the County will continue to see the substantial time and cost savings afforded by a Gordian JOC program.

The pricing outlined below includes all of the products and services as follows, and set forth in the RFQ: Program Development, Implementation and Support; Contract Documents; Information Management System; Procurement Support; Training Program; and Technical Support but does not include the Job Order Development, nor any Optional Additional Services for which separate fees have been provided below. Gordian will provide all of the products, services, and training necessary to implement a client-run JOC program as set forth in Section 4.0 Scope of Work. We will provide the Baseline Scope products and services in exchange for the following license fee assessed to the County:

County License Fee: One and ninety-five hundredths percent (1.95%) of the value of construction work procured through the County’s JOC program.

The County License Fee is payable upon the issuance of a Job Order, Notice to Proceed, Purchase Order, or similar purchasing document issued by the County to the JOC contractor.

Job Order Development Services

Gordian will perform the Job Order Development services included in the RFQ for all projects issued through the JOC program. The Job Order Development services will be provided for the following Job Order Development Fee, which shall be in addition to the County License Fee set forth above:

Job Order Development Fee: Three and five hundredths percent (3.05%) of the value of work ordered.

The Job Order Development Fee is payable when each Job Order is issued by the County to the JOC contractor.

Optional Job Order Construction Administration Services

Gordian’s professional services will provide the County with support with specific construction administration tasks such as attending pre-construction meetings, site monitoring, reporting, assisting in processing Supplemental Job Orders, and project close-out documentation on an as-needed basis. Gordian’s fees to provide the construction administration services set forth in the RFQ consist of a Construction Management Fee that will be assessed in addition to the County License Fee and Job Order Development Fee described above. The Construction Management Fee is as follows:

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



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The Construction Management Fee is payable when construction of the Job Order has been completed and accepted by the County, except that 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 Construction Management Fee will only apply when construction management services are requested by the County.

Optional Additional Hourly Services

In addition to providing the JOC solutions described above, Gordian professionals can be made available for the various services listed below on an as-needed, hourly basis. The rates listed will be effective through calendar year 2026, at which time the hourly rates will be adjusted by CPI for the trailing twelve-month period or 3%, whichever is less.

Construction Estimating Services

Gordian's professional construction cost estimators will provide project estimating services, on JOC and non-JOC projects, consisting of building rough order of magnitude estimates, using national construction cost data, from stated scopes and/or construction drawings. Professional construction estimating services can be provided for a fee of \$230 per hour and will be invoiced to the County at the end of each calendar month.

Project Budget and Planning Services

Gordian can assist the County with project budgeting and planning services. This includes the development of all project costs, such as JOC pre-construction services, bidding services, and construction supervision, as needed. Professional project budget and planning services can be provided for a fee of \$180 per hour and will be invoiced to the County at the end of each calendar month.

Design Support

Gordian can provide design support and collaboration with other consultants not directly under the JOC Program for the County. Professional design support services can be provided for a fee of \$170 per hour and will be invoiced to the County at the end of each calendar month.

Additional Services

Additional services may be provided at an hourly rate of \$170 per hour, depending upon the nature of the services to be provided and the personnel requested. Participation in public meetings in support of the Job Order Contracting program shall not be assessed additional fees.

Contractor License Fee

In addition to the fees assessed to the County, Gordian will charge each JOC contractor 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.

JOC System License

Gordian's implementation of the County JOC program includes a license to our proprietary JOC System and other related materials. Our proposed License Fee is submitted with the understanding that the



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County agrees to incorporate into any agreement between the County and Gordian the following JOC System License:

The Gordian Group Inc. (Gordian) hereby grants to the County of Santa Barbara (the "County"), and the 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 the County'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 the County shall return to Gordian all Proprietary Information in the County's possession.

The 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. The 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 the 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 the County all project data generated by the 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 the County, provided the JOC contractor agrees to pay Gordian's contractor license fee in effect when the County awards the contract, and provided the County includes licensing language in the JOC contract similar in form to this JOC System License.

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



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